



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 7067
f (708) 597 1807

Building & Zoning

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

Community Development

p (708) 396 7037
f (708) 597 1221

Community Relations

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

Senior Citizens

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

Finance

p (708) 396 7067
f (708) 597 1807

Water & Sewer

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

Public Works

3153 Wireton Road
Blue Island, IL 60406
p (708) 597 8604
f (708) 597 4260

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

AGENDA
REGULAR MEETING

City Council of the City of Blue Island, Illinois
August 26, 2014

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation of Journal of Proceedings**
Motion to approve minutes from August 12, 2014
5. **Public Comment**
THE MAYOR AND CITY COUNCIL WELCOME YOU AS OBSERVERS TO THIS PUBLIC MEETING. YOU ARE REMINDED THIS MEETING IS FOR THE DELIBERATIONS OF THE MAYOR AND COUNCIL REGARDING CITY BUSINESS AND GOVERNANCE. IF YOU INTEND TO SPEAK, PLEASE LIMIT YOUR COMMENTS TO THIS EVENING'S BUSINESS. ONCE RECOGNIZED BY THE MAYOR, PLEASE APPROACH THE PODIUM, ANNOUNCE YOUR NAME AND ADDRESS AND DIRECT YOUR COMMENTS TO THE MAYOR AND CITY COUNCIL MEMBERS. IF YOUR COMMENTS REQUIRE A RESPONSE, THEY MAY BE FORWARDED TO THE APPROPRIATE PERSON FOR FOLLOW-UP.
6. **Report of City Officials/Presentations/Resolutions**
Mayor: Appointment of Father Kenneth Carlson as Public Health and Safety Chaplain

Bids:
City Clerk: 1. Motion to approve a request from Joe Heitz of the Evangelical Community Church to have a Block Party at 2237 120th Street on Saturday, September 6th from 11:00 a.m. until 3:00 p.m.

City Treasurer:

City Attorney:

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

8. **Motions**
 - a. Motion to Approve Consent Agenda
 1. Approval of Payroll – August 15, 2014 for \$348,576.33
 2. Approval of Accounts Payable – August 20, 2014 for \$252,298.06
 3. Committee Reports and Recommendations as presented
 4. Motion Authorizing Amended Serviscape Agreement.
 5. An Ordinance Restricting a Portion of a Certain Street at or near 2438 High Street for Handicapped Parking Only Within the City of Blue Island, County of Cook, State of Illinois and providing Penalties for the Violation Thereof.
 6. A Resolution Authorizing Execution of a Business Associate Agreement With Mesirow Insurance Services, Inc.
 7. A Resolution Authorizing Certain IntraFund Transfers.
 8. A Resolution Authorizing Execution of Intergovernmental Agreement by and Between the City of Blue Island and the Metropolitan Water Reclamation District of Greater Chicago for the Distribution of Rain Barrels.

9. **Motion to Retire to Closed Session for consideration of:**
 - a. Discussion of Pending Litigation

10. **Motion to Reconvene Regular Session**

11. **Motion for Adjournment**

**JOURNAL OF PROCEEDINGS OF THE MEETING
AUGUST 12, 2014**

CALL TO ORDER

The regular meeting of the City Council of the City of Blue Island was called to order by Mayor Vargas at 7:00 p.m. on August 12, 2014.

PLEDGE OF ALLEGIANCE

ROLL CALL

Roll Call indicates the following:

Present: 11 Ald. Hawley, Vieyra, Bilotto, Rita,
Donahue, Stone, Carr, Ostling, Frausto,
Thompson, Johanson

Absent: 3 Ald. Buckner, Pittman, Johnson

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

JOURNAL OF PROCEEDING

Moved by Ald. Rita, second by Ald. Carr the Journal of Proceedings of the Regular Meeting on July 22, 2014 is accepted as printed.

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

Nays: 0

Absent: 3 Buckner, Pittman, Johnson

Abstain: 0

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

Regular Meeting – August 12, 2014

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

Rachel Orozco, 11957 Longwood Drive, invited everyone who is having flooding problems to attend a meeting at Evangelical Community Church (2237 120th Street) on Thursday, August 14 at 7 p.m.

Allan Stevo, 2324 Union St, invited the Mayor to work with him in his quest for good, honest government in Blue Island. Mr. Stevo asked about last week's shootings and a follow up on the 2006 Union shooting.

The Mayor stated there were arrests and charges filed.

Mr. Stevo asked the Mayor if he had attended the JAWA meeting on July 31.

The Mayor stated he had not, but that the City Treasurer had.

Mr. Stevo asked if they voted to release Blue Island from JAWA.

The Mayor stated they did not have a quorum so nothing was done.

Mr. Stevo asked about HW Lochner Engineering; why there were no bids or other companies interviewed. He asked if it was because the engineering firm came through Bob Rita.

The Mayor stated that was done way before he took office.

Mr. Stevo asked how many city attorneys the city has.

The Mayor stated there is one law firm.

Mr. Stevo asked for the results of the forensic audit.

The Mayor stated they are still waiting on the results.

Mr. Stevo asked about a quid pro quo between the Mayor and Bob Rita.

REPORT OF CITY OFFICIALS

MAYOR:

RESOLUTION NO. 2014-035

A RESOLUTION HONORING CHARLES AND CORRINE MARTIN ON THE CELEBRATION OF THEIR 50TH WEDDING ANNIVERSARY.

Richard Marston, PR consultant for the city, spoke about the future of the tv station. He introduced the new station manager, Lindsey. They will be working on realizing the vision the Mayor has for the tv station. The launch of the new tv station is scheduled for November 1, 2014.

Regular Meeting – August 12, 2014

BIDS: No Bids.

CITY CLERK: Motion by Ald. Thompson, second by Ald. Johanson to approve a request from Norman Brown of Blue Station Apartments to have a Block Party on 122nd Street between Vincennes and Longwood on Friday and Saturday, August 15th and 16th from 11:00 a.m. until 4:00 p.m.

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

Nays: 0

Absent: 3 Buckner, Pittman, Johnson

Abstain: 0

There being Eleven (11) 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 Hoyne Avenue between New Street and York Street on Saturday, August 16th from 6:00 p.m. until 11:30 p.m.

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

Nays: 0

Absent: 3 Buckner, Pittman, Johnson

Abstain: 0

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

Regular Meeting – August 12, 2014

CITY TREASURER: Motion by Ald. Hawley, second by Ald. Rita to approve the Financial Statement for the period ending July 31, 2014.

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

Nays: 0

Absent: 3 Buckner, Pittman, Johnson

Abstain: 0

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

CITY ATTORNEY: No business.

COMMITTEE REPORTS

Community Development– Ald. Hawley, Chairman

Next Meeting – Wednesday, August 13, 2014, 7:00 – East Annex

Finance Committee – Ald. Rita, Chairman

Next Meeting – Tuesday, August 19, 2014, 6:30 – East Annex

Public Health & Safety Committee – Ald. Carr, Chairman

Public Health & Safety Committee Report for the Meeting of August 6th, 2014

Present were Director John Rita, Deputy Police Chief Michael Cornell, Fire Chief James Klinker, Jim McGeever, Alderman Vieyra, Alderman Johanson, and myself. Also present were Mr. Allan Stevo, Ms. Carol Greene and Alderman Marcia Stone. Absent were Alderman Johnson, and Alderman Buckner. The meeting was called to order at 7:00.

Citizens Concerns

Mr. Allan Stevo had three questions: The first was concerning the August 5th shooting at 125th and Western. The second was concerning the appointment of a Police Chief. The third was concerning a discussion which appeared on a internet message board.

Regular Meeting – August 12, 2014

Fire Department Report

The Fire Department had 303 calls in July, 182 were EMS calls
156 Patients were treated
133 Patients were transported
49 Patients refused transport

They responded to 19 general fire alarms, and 30 minor fire alarms.

They responded to 32 auto aid calls, most calls were from Calumet Park.

They had 36 calls to man the station.

They received 4 mutual aid response call.

Calls of interest for June: A suicidal subject on the Western Avenue overpass on 7/16. Chief Klinker thanked the Police Department, particularly Officer Delgadillo for their assistance on this call.

Chief Klinker also mentioned the odor investigations at 3301 Wireton Road on 7/17 and 7/25. It was determined that the natural gas smell was originating from NuStar Energy.

Medical Reimbursement Services for July \$48,304.74

Fire Recovery collected \$348.00 in July.

General

Chief Luety's retired effective July 17th.

Probationary Firefighter Martin Kaplnek started July 28th, 2014 and has been working day shift. He will be assigned to shift after his 4 weeks of daily training. Probationary Firefighter Adam Marcolini has resigned to take a job on the Cicero Fire Department effective August 8th, 2014. Firefighter Dennis O'Connell has resigned to take a job on the Chicago Fire Department effective August 1st, 2014. The Fire Department is currently processing two new full time Firefighters.

The final Fill the Boot Drive for MDA date is August 15th.

The Fire Department's 135th will be celebrated on September 4th.

The St. Benedict's Charity Softball Game has been rescheduled for September 20th at Hart Park.

Maintenance

Regular Meeting – August 12, 2014

The current situation with our ambulances is critical. At one point with two ambulances down, the Fire Department was forced to load EMS equipment onto a fire truck in order to respond to a call.

Director John Rita talked about how dire the ambulance situation is.

There are numerous ongoing vehicle maintenance issues. The Fire Department is currently tracking down parts for vehicles and prioritizing items for repair. Tom Kissell, Bob Athans and Marks from Public Works have been very helpful in repairing Fire Department vehicles.

Training

The training division has completed 563.00 hours of training for the month of July.

U.S.Coast Guard conducted training for boat operations on July 30th and 31st along with our crews at Fays Point Marina.

Grants

The AFG grant for 2 new ambulances was rejected.

Air Pack Grant update. We still have not received the approval from NIOSH.

Bunk Room has been remodeled with grant money from the Illinois Department of Commerce.

Small Equipment Grant will be applied for.

Police Department Report

Statement by Deputy Chief Cornell

The Blue Island Police Department saw a decrease in manpower due to retirements and injuries over the course of the last two years. That being said, the Blue Island Police Department has continued to do an admirable job by being more efficient and utilizing our resources more effectively to meet the needs of our citizens and keeping them safe.

The Police Department remains vigilant to trends in crime, crime rates and the impact it has on the City. We keep the elected officials informed of the trends so they can be aware of what is going on in their ward as well as the city.

Recently, the Blue Island Police Department was denied a grant that was based on crime statistics decrease. I felt this was a good thing and to keep you informed of how we are really doing, I compared statistics from January 1, 2014 to July 31, 2014 to the same months in the preceding year and here is what I found:

Regular Meeting – August 12, 2014

Armed Robberies/Robberies are down 9%, Battery (not including domestic) down 35%, Burglary/Residential Burglary down 16%, Criminal Defacement (graffiti) down 66%, Aggravated Battery down 22%.

The Deputy Chief thanked all the Officers for during an outstanding job.

It is important to note that calls for service have gone up, partly because of the increased community services we are providing as part of our changing philosophy from traditional policing to community policing. Some of the new responsibilities now include senior services, business checks, walking a beat and Officers addressing quality of life issues program.

The quality of life program began as a way to change the perception of the City. The conception of this program resulted from complaints that were brought to the City's attention after problems festered and became big or troublesome. In an effort to address the quality of life problems when they are small and manageable, Officers that are already patrolling the streets were given a short course on building codes.

Reports

The Police Department answered 2200 calls including 208 business premise checks, 104 domestic disputes, and 100 liquor establishment checks were done.

Stats/Cases of Interest

109 Alarm Calls (all unfounded)
4 Armed Robberies (1 unfounded)
3 Robberies
8 Commercial Burglaries (2 unfounded)
20 Residential Burglaries (2 unfounded)
13 Shots Fired (8 unfounded)
104 Domestic Disputes
10 Foot Patrols in Residential Neighborhoods

Total money collected for the month of July \$28,750.31.

Calls of Interest

On July 1st Officers responded to a burglary in progress at Radio Shack, 12125 Western. Two Officers were injured in pursuit of the subject.

On July 9th Officers responded to an armed robbery at the Dollar Tree on Ashland. This case is under investigation.

On July 12th Officers responded to a shots fired call near 142nd and California. It was learned that people were in the area picking up what was believed to be drugs at the time of the incident.

Regular Meeting – August 12, 2014

*On July 14th Officers Chickerillo and Cirullo were on Tactical patrol in the area of 127th and Honore. The Officers saw a group of young men that they believed may be involved in auto thefts in the area. They stopped the three individuals and one of the offenders dropped a firearm behind a car and attempted to run. The Officers did an excellent job in apprehending the offender.

*On July 26th Officers were called to a Fight/Aggravated Battery at Gayla's Saloon, 13312 S Olde Western. This incident is being investigated by Cook County Sheriff's Department.

Liquor Establishment Calls

5 disturbance calls, 2 subject removals and 1 suspicious person call were received in July on liquor establishments.

Injuries

Two full time Officers are off on extended leaves. A total of five full time Officers were off for most of the month of July.

Miscellaneous

In an effort to better serve our community, the Police Department has reached out to Father Ken Carlson of St. Benedict's Church and asked him to be a Public Safety Chaplain. This is an unpaid position.

Events

National Night Out on August 5th was a big success.

August 16th will be the Movie in the Park at the Father Sylvester Field.

August 23rd a health fair will be held in the East Annex.

September 7th the Active Transportation Alliance will be holding the Four Star Bike and Chow. We can expect about 500 cyclists riding through the City at various times.

September 20th will be the St. Benedict's Charity Softball Game at Hart Park.

September 27th will be the BBQ in the Park at Memorial Park.

911 Center

The 911 Center received 13,934 calls in July. Committees are being formed in Springfield to help 911 centers deal with emergency text messages.

Regular Meeting – August 12, 2014

Jim McGeever supplied the Committee with a detailed time line of the armed robbery at the Dollar Tree.

There was a discussion about signups for Code Red, and the possibility of going through the schools.

BIEMA

We did not receive a report from BIEMA.

Aldermen's Concerns

Ald. Johanson asked about the money lost when a new Firefighter leaves to another Fire Department

Ald. Vieyra expressed concern about various liquor establishments.

Citizen Comments

Carol Greene asked about whether or not bonfires are allowed within the City limits. She reported graffiti on the large FOR SALE sign on Orchard.

Mr. Stevo asked if the Dollar Store has security cameras.

Ms. Greene asked if Blue Island had infrared equipment for the Police Department.

Meeting was adjourned at 7:55 p.m.

Our next regular meeting is August 3rd at 7:00 in the East Annex.

Respectfully submitted,
Candace Carr
4th Ward Alderman

Next Meeting – Wednesday, September 3, 2014, 7:00 – East Annex

Municipal Services Committee – Ald. Johanson, Chairman

Next Meeting – Monday, September 10, 2014, 6:30 – East Annex

Judiciary Committee – Ald. Ostling, Chairman

Next Meeting – Tuesday, August 19, 2014, 6:00 – East Annex

CLOSED SESSION

Motion by Ald. Rita, second by Ald. Hawley to go into Closed Session.

Upon a vote, the Mayor declared the motion carried.

*****CLOSED SESSION*****

The regular meeting of the City Council was reconvened at 8:07 p.m.

REGULAR MEETING

Motion by Ald. Carr, second by Ald. Frausto to reconvene Regular Meeting.

Upon a vote, the Mayor declared the motion carried.

MOTIONS

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

1. Approval of Payroll – July 18, 2014 for \$376,620.21 and August 1, 2014 for \$378,934.95
2. Approval of Accounts Payable – August 6, 2014 for \$631,539.49
3. Committee Reports and Recommendations as presented
4. Motion to approve letter of engagement with Alexeychuk & Company for Accounting and auditing services
5. Motion to approve settlement of Workers Compensation Claim No. 13 WC 027834, on terms as discussed in closed session.
6. Ordinance Governing Employee and Retiree Contributions and Rescinding Certain Ordinances
7. A Resolution Authorizing Execution of Intergovernmental Agreements Governing the Cal-Sag Historic Waterways Enterprise Zone and Zone Administration

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

Nays: 0

Absent: 3 Buckner, Pittman, Johnson

Abstain: 0

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

Regular Meeting – August 12, 2014

ADJOURNMENT

Motion by Ald. Hawley, second by Ald. Donahue to adjourn the meeting.

Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 8:09 p.m.

The next regular meeting of the City Council is scheduled for
August 26, 2014 at 7:00 p.m.

Randy Heuser, City Clerk

**APPROVED BY ME THIS
26TH DAY OF AUGUST, 2014.**

Domingo F. Vargas, Mayor

BLOCK PARTY APPLICATION

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

Representative: Joe Heitz Title: Vice Pres.

Address: 12230 S. IRVING Ave

Daytime Phone: (708) 371-1432 Nighttime Phone: SAME

E-mail: _____

Organization (if any): EVANGELICAL Community Church

Secondary Representative: SARAH SCIFO Title: Co-ordinator

Address: 4449 N. LORANIE Chicago Ill 60630

Daytime Phone: 1-773-507-1211 Nighttime Phone: SAME

E-mail: Yvonne.v@ecch.usccb.org

Specific Location of Block Party: 2237 - 120th St

Requested Date: 9/6/14 Time - Beginning: 11:00 End: 3:00 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: yes - 1:00pm

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: yes - 1:30pm

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.

Joe Heitz 8/17/14
Signature of Representative Printed Name

Sarah Scifo 8/17/14
Signature of Secondary Representative Printed Name

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

**ORDINANCE
NUMBER 2014-045**

**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN
STREET AT OR NEAR 2438 HIGH STREET FOR HANDICAPPED
PARKING ONLY WITHIN THE CITY OF BLUE ISLAND,
COUNTY OF COOK, STATE OF ILLINOIS AND PROVIDING
PENALTIES FOR THE VIOLATION THEREOF.**

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

1st Ward	CHRISTINE BUCKNER	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	CHARISSA BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

ORDINANCE NO. 2014-045

AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 2438 HIGH STREET FOR HANDICAPPED PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

WHEREAS, it is the public policy of the State of Illinois, as enunciated in the State Constitution, that handicapped persons are entitled to enjoy the fruits of a full and meaningful life; and

WHEREAS, the Mayor and City Council of the City of Blue Island hereby declare that it is the public policy of the city to encourage and assist handicapped persons to participate fully in the social and economic life of our community; and

WHEREAS, to implement such policy the Mayor and City Council of the City of Blue Island recognize it is desirable to restrict certain portions of the public ways within the City of Blue Island for handicapped parking only;

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

SECTION ONE

That this portion of the street within the City of Blue Island, as hereinafter designated, is hereby restricted for handicapped parking only:

- a) On the north side of High Street in front of the residence whose common address is 2438 High Street (one space consisting of a total of twenty (20') feet)

SECTION TWO

Appropriate signs shall be erected by the Superintendent of Public Works on the portion of the street designated above informing the public that parking thereon is restricted or permitted as hereinabove provided for.

SECTION THREE

The operator of any vehicle violating or failing to comply with the provisions of this ordinance shall upon conviction be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Three Hundred Fifty Dollars (\$350.00) for each offense.

SECTION FOUR

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION FIVE

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. A full, true and complete copy of this ordinance shall be published in pamphlet form, by authority of the City Council as Corporate Authorities.

ADOPTED this 26th day of August, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO VARGAS					
TOTAL					

APPROVED by the Mayor this 26th day of August, 2014.

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

ATTESTED and **Filed** in my office this
26th of August, 2014.

CITY CLERK

PUBLISHED in pamphlet form this
26th day of August, 2014.

CITY CLERK

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

**RESOLUTION
NUMBER 2014-037**

**A RESOLUTION AUTHORIZING EXECUTION OF A
BUSINESS ASSOCIATE AGREEMENT WITH
MESIROW INSURANCE SERVICES, INC.**

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

1st Ward	CHRISTINE BUCKNER	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	CHARISSA BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. 2014-037

A RESOLUTION AUTHORIZING EXECUTION OF A BUSINESS ASSOCIATE AGREEMENT WITH MESIROW INSURANCE SERVICES, INC.

Whereas, on January 17, 2013, the Department of Health and Human Services (HHS) Office of Civil Rights released the omnibus regulations finalizing changes to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules enacted as part of the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH);

Whereas, among the most significant changes in the final rules are: (1) the extension of the security rules and certain privacy rule provisions directly to business associates; and (2) modifications of the definition of a "Breach" that impacts how a group health plan must evaluate the risk posed by an unauthorized disclosure of unsecured protected health information;

Whereas, Mesirow Insurance Services, Inc., has reviewed the existing agreement with the City and determined that some changes required to bring the agreement into compliance with the new regulations;

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

SECTION 1: SCOPE OF AUTHORITY

The authority under this Resolution shall extend to the execution of all necessary documents to bring the existing agreement with Mesirow Insurance Services, Inc., into compliance with all applicable laws, rules and regulations as deemed necessary.

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 26TH day of August, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 26th day of August, 2014.

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

ATTESTED and Filed in my office this
 26th day of August, 2014.

CITY CLERK

Business Associate Agreement

This Business Associate Agreement (the "Agreement") is effective as of August 1st 2014 (hereinafter "Effective Date") by and between City of Blue Island, ("City"), on behalf of City's Health Plan (hereinafter "Covered Entity"), and Mesirow Insurance Services, Inc. (hereinafter "Business Associate") (each, a "Party" and collectively the "Parties"). This Agreement replaces and supersedes the terms of any business associate agreement between the Parties.

The Parties hereby agree as follows:

1. Definitions. Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings set forth in the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164 (the "HIPAA Rules") as each is amended from time to time, provided that:
 - "Electronic Protected Health Information" (also referred to as "ePHI") shall be limited to "electronic protected health information," as defined in 45 CFR Section 160.103, created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
 - "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - "Protected Health Information" (also referred to as "PHI") shall be limited to "protected health information" as defined in 45 CFR Section 160.103, created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity, and shall include, without limitation, ePHI.
 - "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, subparts A and C.
2. Obligations and Activities of Business Associate
 - (a) General. Business Associate agrees to abide by all federal and applicable state laws (to the extent not preempted by federal law) concerning the confidentiality, privacy, and security of Protected Health Information, and to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
 - (b) Privacy and Security Safeguards. Business Associate shall use appropriate safeguards, and comply with the Security Rule with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement.
 - (c) Downstream Subcontractors. In accordance with 45 CFR Section 164.308(b)(2) and 45 CFR Section 164.502(e)(1)(ii), Business Associate shall ensure that any Subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Protected Health Information.
 - (d) Access to PHI. Business Associate agrees to make available Protected Health Information in a Designated Record Set to Covered Entity, or, as reasonably requested by Covered Entity, to the Individual or the Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. Section 164.524. The immediately preceding sentence shall apply only to the extent (if any) that Business Associate maintains PHI in a Designated Record Set. If Business Associate receives from an Individual a request for access to PHI in a Designated Record Set pursuant to 45 C.F.R. Section 164.524, Business Associate shall promptly notify Covered Entity of such request.

- (e) Amendment of PHI. Business Associate agrees to make available for amendment, and incorporate any amendments to, Protected Health Information in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. Section 164.526. The immediately preceding sentence shall apply only to the extent (if any) that Business Associate maintains PHI in a Designated Record Set. If Business Associate receives from an Individual a request for amendment pursuant to 45 C.F.R. Section 164.526, then Business Associate shall promptly notify Covered Entity of such request.
- (f) Audits. For purposes of determining compliance with HIPAA Rules, Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary. Business Associate shall retain books and records relating to its use and disclosure of Protected Health Information as required under the HIPAA Rules.
- (g) Accounting of Disclosures. Business Associate agrees to make available to Covered Entity PHI maintained by Business Associate and required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528. Business Associate may impose a reasonable fee for such accounting in accordance with 45 C.F.R. Section 164.528(c). If Business Associate receives from an Individual a request for an accounting pursuant to 45 C.F.R. Section 164.528, then Business Associate shall promptly notify Covered Entity of such request.
- (h) Compliance with Privacy Rule. To the extent, if any, that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
- (i) Minimum Necessary. Business Associate agrees that it shall make reasonable efforts to request from the Covered Entity and so disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only a Limited Data Set or, if necessary or otherwise permitted by HIPAA Rules, the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder. Business Associate agrees that "minimum necessary" shall be interpreted in accordance with the HIPAA Rules, and agrees to comply with guidance as issued from time to time by the Secretary on minimum necessary standards under the Privacy Rule.
- (j) Standard Transactions. If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.
- (k) Reporting Breaches and Security Incidents. Business Associate agrees to report to Covered Entity: (i) any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware, including any Breach of Unsecured PHI, without unreasonable delay, and in no case later than sixty (60) calendar days after Discovery of the applicable Breach, use or disclosure, and (ii) any Security Incident within thirty (30) days of becoming aware of such Security Incident. However, certain low risk attempts to breach network security, such as pings on the firewall; port scans; attempts to log onto a system or enter a database with an invalid password or username; denial-of-service attacks that do not result in a server being taken off-line; and malware, such as worms or viruses, shall not constitute a Security Incident under this Agreement, provided they do not penetrate the perimeter, do not result in an actual breach of security and remain within the normal incident level. Breach notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the Breach. Business Associate shall provide the Covered Entity with any other available information that Covered Entity is required to include in its notification to the affected Individuals under the HIPAA Rules.
- (l) Subpoenas and Other Requests for Information. Business Associate agrees, as allowed under applicable law, to notify Covered Entity of all requests for disclosure of PHI from a law enforcement or government official, or pursuant to a subpoena, other legal request or court or administrative order that relate specifically to the Covered Entity or the City, or which relate to a specific Individual's current or past participation in a City-sponsored health

plan, to Covered Entity, as soon as administratively practicable, but no later than ten (10) business days following Business Associate's receipt of such legal request.

- (m) Training. Business Associate shall provide training as to the HIPAA Rules to all of its employees who will handle or be responsible for handling PHI.

3. Permitted Uses and Disclosures by Business Associate

3.1 General Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform its obligations and services to Covered Entity, or as Required by Law, or as provided in Section 3.2 of this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity, except as provided in Section 3.2 of this Agreement.

3.2 Specific Use and Disclosure Provisions

- (a) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (b) Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required By Law, or that Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will be held confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Business Associate may use or disclose PHI in order to perform its obligations and services to Covered Entity, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done directly by Covered Entity.
- (d) Except as otherwise limited in this Agreement, and to the extent provided for under this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity, as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
- (e) Business Associate may use PHI of Covered Entity to de-identify the information in accordance with 45 C.F.R. Section 164.514(a)-(c), and may use and disclose such de-identified information.

4. Obligations of Covered Entity

4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

- (a) Covered Entity shall promptly provide Business Associate with the notice of privacy practices that Covered Entity maintains in accordance with 45 C.F.R. Section 164.520, as well as any changes to that notice.
- (b) Covered Entity shall provide Business Associate with written notice of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate, in writing, of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522, if such restrictions may affect Business Associate's use or disclosure of PHI. Business Associate agrees to conform to any such restriction.

- (d) Covered Entity acknowledges that it shall provide to, or request from, the Business Associate only the minimum Protected Health Information necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.

4.2 Permissible Requests by Covered Entity

If Covered Entity requests Business Associate to use or disclose Protected Health Information, Business Associate may require such request to be made in writing by an individual who is authorized by Covered Entity or is in a class of individuals or in a position authorized by Covered Entity, to make formal requests pertaining to Covered Entity's use or disclosure of Protected Health Information. Such an individual shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rules if done by Covered Entity.

5. Termination

- (a) Term. The term of this Agreement shall commence on the Effective Date and shall terminate as provided below in this Agreement.
- (b) Right to Terminate for Cause. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of this Agreement, provided that Covered Entity shall first provide Business Associate with written notice describing the violation and an opportunity (in no event less than fourteen (14) days unless no cure is possible) for Business Associate to cure the breach or end the violation. Covered Entity shall have the right to immediately terminate this Agreement and related agreements and/or the relationship if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
- (c) Effect of Termination.
 - (1) Except as provided in paragraphs (2) and (3) of this section, upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity (or, if agreed by covered Entity, destroy) all Protected Health Information that Business Associate still maintains in any form, and retain no copies of PHI. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate.
 - (2) In the event Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible, shall extend the protections of this Agreement to such Protected Health Information, and shall limit further uses and disclosures to those purposes that make the return or destruction infeasible. Covered Entity shall bear the cost of storage of such Protected Health Information for as long as storage by Business Associate is required.
 - (3) Business Associate may retain PHI as necessary in order for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, and may use and disclose such PHI for the purposes for which it was retained and subject to the same conditions set forth in Sections 3.2(a) and (b) of this Agreement. Business Associate shall return to Covered Entity (or, if agreed by Covered Entity, destroy) PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

- (b) Amendment. This Agreement may be amended upon the mutual written agreement of the Parties. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, request or propose amendments to this Agreement in such manner as such Party determines necessary to comply with such law or regulation. If the other Party disagrees with such amendment, it shall so notify the first Party in writing within thirty (30) days of the notice. If the Parties are unable to agree on an amendment within thirty (30) days thereafter, then either Party may terminate the Agreement on thirty (30) days written notice to the other Party.
- (c) HIPAA Rules Applicable to Business Associate. Notwithstanding anything in this Agreement to the contrary, Business Associate agrees to comply with all provisions of the HIPAA Rules applicable to it as a "business associate" within the meaning of 45 C.F.R. Section 160.103.
- (d) Survival. The obligations of Business Associate under sections 5(c)(2) and (3) and 6(c) & (g) of this Agreement shall survive the termination of this Agreement.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both Parties to comply with the HIPAA Rules. In the event of any inconsistency or conflict between this Agreement and any other agreement between the Parties, the terms, provisions and conditions of this Agreement shall govern and control.
- (f) No Third Party Beneficiary. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- (g) Indemnification. Each Party agrees to indemnify, defend and hold harmless the other from and against any and all liability that the other Party may incur as a result of the indemnifying Party's material breach of this Agreement or its failure to comply with applicable law. Business Associate is entitled to rely on instructions, communications, or other directions from Covered Entity concerning disclosure of Protected Health Information.
- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, to the extent not preempted by federal law.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

City of Blue Island

Mesirow Insurance Services, Inc.

[CITY CONTACT] on behalf of City of Blue Island

By: _____

By:  _____

Its: _____

Its: Senior Managing Director _____

Date: _____

Date: _____

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

**RESOLUTION
NUMBER 2014-038**

**A RESOLUTION AUTHORIZING CERTAIN
INTRAFUND TRANSFERS**

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

1st Ward	CHRISTINE BUCKNER	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	CHARISSA BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. 2014-038

A RESOLUTION AUTHORIZING CERTAIN INTRAFUND TRANSFERS

WHEREAS, the General Expenditures Fund No. 1, Risk Management (account 480) Civil Rights Claims (6640) has an available balance above that which is anticipated to be paid or otherwise disbursed during the current fiscal year;

WHEREAS, it is anticipated that the General Expenditures Fund No. 1, General Government (409) Telephone (account 6510) may require an additional \$70,000 for necessary repairs and upgrades to the existing telephone system;

WHEREAS, it is anticipated that the General Expenditures Fund No. 1, General Government (409) Computer Hardware (account 6290) may require an additional \$10,000 for necessary repairs and upgrades

WHEREAS, it is anticipated that the General Expenditures Fund No. 1, General Government (409) Unemployment (account 5610) may require an additional \$60,000;

WHEREAS, it is anticipated that the General Expenditures Fund No. 1, Finance Department (402) Professional Consulting (account 6180) may require an additional \$10,000;

THEREFORE BE IT RESOLVED, by the City of Blue Island that the Mayor or his designee is hereby authorized to effectuate the intent of this Resolution and take the necessary action to achieve the purposes as stated herein, including the transfer of \$150,000 between accounts in the General Government Fund as indicated herein.

ADOPTED this 26th day of August, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 26th day of August, 2014.

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

ATTESTED and Filed in my office this
26th day of August, 2014.

CITY CLERK

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

**RESOLUTION
NUMBER 2014-039**

**A RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
CITY OF BLUE ISLAND AND THE METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE
DISTRIBUTION OF RAIN BARRELS**

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

**1st Ward CHRISTINE BUCKNER
2nd Ward LETICIA VIEYRA
3rd Ward NANCY RITA
4th Ward MARCIA STONE
5th Ward JANICE OSTLING
6th Ward DEXTER JOHNSON
7th Ward NANCY THOMPSON**

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

Aldermen

RESOLUTION NO. 2014-039

A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS

Whereas, the Metropolitan Water Reclamation District of Greater Chicago's (District's) has implemented a green infrastructure program which includes the use of rain barrels to remove the direct load from entering the sewer system, reduce basement backups, and reduce combined sewer overflow volume and infiltration and inflow,;

Whereas, the City believes the value of keeping water out of the system will benefit the community and participation in the program is in the best interests of the City;

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

SECTION 1: SCOPE OF AUTHORITY

The authority under this Resolution shall extend to the execution of all necessary documents to effectuate participation in the MWRD Rain Barrel Program.

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 26th day of August, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 26th day of August, 2014.

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

ATTESTED and Filed in my office this
 26th day of August, 2014.

CITY CLERK

Metropolitan Water Reclamation District of Greater Chicago

Rain Barrel Program

A component of the District's Green Infrastructure Program

I. PROGRAM DESCRIPTION

Rain Barrels are a form of green infrastructure that are designed to capture and reuse rain water. The largest benefit of rain barrel use is achieved by disconnecting the roof runoff from the system and installing rain barrels to reuse water. Roofs comprise 41% of the impervious surface in Cook County. Many of these surfaces are directly connected to the public drainage system.

The goal of the Metropolitan Water Reclamation District of Greater Chicago's (District's) Rain Barrel Program is removing the direct load from entering the sewer system, reducing basement backups, and reducing combined sewer overflow volume and infiltration and inflow. The District believes the value of keeping water out of the system will benefit the community.

The District's Rain Barrel Program will utilize three distribution networks throughout its service-delivery area to distribute and promote the use of rain barrels to properties that have a direct roof connection to the sewer system. These networks are described in Section II. Each rain barrel distributed will display a specially-designed label that summarizes the environmental benefits of using rain barrels (see Attachment A).

II. DISTRIBUTION NETWORK

Three networks that will be utilized to distribute rain barrels are: municipalities, non-government organizations, planning groups or community groups, and campus-type facilities.

a. Municipalities

Cook County has 129 communities within the District's service-delivery area. Each community will be encouraged to adopt the Rain Barrel Program as their own. This program is contingent on funding approval by the Board of Commissioners on an annual basis. Until otherwise indicated, the Program will provide free rain barrels to residents who:

- own property with downspouts that are directly connected to the sanitary sewer system;
- agree to disconnect all downspouts from the sewer system and redirect the downspouts into a rain barrel as practicable; and,
- agree to properly use and maintain the rain barrels.

Municipalities are required to enroll in this free program via Intergovernmental Agreement (see Attachment B). Once an agreement is signed, municipalities may order free rain barrels, connection hardware, and delivery for their residents who meet the qualifications at no cost to the municipality (see Attachment C). The IGA requires municipalities to make two site visits to residents who agree to participate. The purpose of the first visit is to confirm that the downspouts are connected to the sewer system. Municipalities may order rain barrels once confirmation of downspout connections is made. The second site visit should occur within 90 days after the rain barrel(s) have been delivered in order to verify that the resident has completed his/her installation. The District requests that a post-installation survey be completed and returned to the District (see Attachment D).

The District will cover the cost of the rain barrels, the connection hardware and home delivery. The District has a contract with a vendor in place; the vendor will furnish and deliver rain barrels, and municipal partners will be provided with an email address and telephone number that can be used to order the rain barrels for delivery to qualified residents. The District will provide the following templates:

- **Sample letter and rain barrel reservation form** – A letter and form can be adapted and mailed to residents; the form is designed to ensure that residents meet the qualifications and provides the information needed to place an order on the resident’s behalf.
- **Sample brochure that can incorporate your logo** – Upon request, the District will provide municipalities with a supply of brochures imprinted with their logo.
- **Generic press release** – The language in this generic press release can be used in newsletters, on websites or submitted to local publications.

b. Non-Government Organizations, Planning Groups, or Community Groups

Cook County has many non-government organizations, planning groups or community groups spending time and resources on stormwater green infrastructure neighborhood programs. These organizations will have access to the District's Rain Barrel Program for well thought out regional plans (see Attachment E). The non-government organization, planning group, or community group representative must adhere to the following requirements:

- The organization will submit a detailed plan to the District for the proposed project.
- Upon approval, the District will supply rain barrels as needed.
- The organization will ensure proper installation of rain barrels.
- The organization will assure proper education, care and maintenance.
- The organization will submit a post-implementation plan or “As-Built” document that provides:

- Addresses where rain barrels are installed
- Number of rain barrels installed
- A brief report of their project successes and/or lessons learned in implementing the project

c. Campus-type facilities

Campus-type facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches, community centers, senior centers, hospitals and clinics. The District will provide free rain barrels to any such facility committed to be a community partner and good steward of stormwater. The facility representative should contact the District to complete an application (see Attachment F) which shall include:

- Size of campus
- Number of rain barrels required
- Percentage of downspouts intercepted
- Any other additional stormwater controls implemented on the site

Upon approval, the organization will submit a post-implementation plan or “As-Built” document that provides:

- Addresses where rain barrels installed
- Number of rain barrels installed
- A brief report of their project successes and/or lessons learned in implementing the project

III. MARKETING AND PROMOTION

In addition to providing technical assistance to residents, municipalities and non-government organizations, planning groups or community groups on the proper use of rain barrels, a combination of tools will be provided by the District’s Office of Public Affairs to promote and market rain barrels to the distribution network. The tools include the District website, community outreach, public service announcements, press releases, promotion on social media, and distribution of brochures.

Proper forms for applying for free rain barrels will be provided. In addition, the District can provide materials that utilize municipal logos for program purposes. The District will assign a District liaison to interested municipalities. The liaison can provide assistance and direction during program implementation.

Commissioners will also play a role in the marketing and promotion of the Rain Barrel Program. Rain barrels will be allocated for interested Commissioners to use and distribute at community events that are within the distribution network of Municipalities, Non-Government Organizations, Planning Groups or Community Groups, and Campus Type Facilities. The Commissioners may use and distribute the allocated rain barrels as a

means of educating and informing the public about the importance of green infrastructure, promoting the District's Rain Barrel Program, and instructing on proper installation. Upon request of each rain barrel for such events, Commissioners will provide the date, location, and purpose of the event for which the rain barrel is being used, acknowledging by signature that the use and distribution is in compliance with the District's Ethics Ordinance policy on political activity. There will be a limit of one (1) rain barrel per event.

IV. PROGRAM PERFORMANCE

The District's Maintenance and Operations Department will continue to administer the Rain Barrel Program in cooperation with Engineering and Public Affairs. An assigned Resident Engineer will administer the rain barrel contract, coordinate deliveries, and document distribution for reporting purposes. The Resident Engineer will collect the addresses and number of rain barrels delivered and installed. The Office of Public Affairs will document marketing, community outreach and technical assistance and submit this information to the Resident Engineer for inclusion in an annual report.

V. LABEL

A label will be adhered to every rain barrel distributed (see Attachment A). The label summarizes the environmental benefits of using rain barrels and green infrastructure.

VI. FORMS

Forms pertaining to this program are attached for convenience and may be duplicated; however, these forms will be modified as needed and are not considered a part of the Program.

1. Intergovernmental Agreement - Attachment B
2. Municipal Ordering Instructions - Attachment C
3. Post-Installation Survey (for Municipalities Only) - Attachment D
4. Non-Government Organization/Planning Group/Community Group Application - Attachment E
5. Campus Rain Barrel Application Form - Attachment F

Attachment A

SAVE WATER PREVENT FLOODING IMPROVE WATER QUALITY

Rain Barrel

including:

- REDUCE WATER
- PREVENT FLOODING
- IMPROVE WATER QUALITY

This rain barrel is part of the Metropolitan Water Reclamation District of Greater Chicago's green infrastructure program. Green infrastructure helps prevent flooding and improve water quality by keeping water out of the sewer system.



Use water from your rain barrel to wash your car, water your garden or lawn, or wash your pet. Do not drink water from a rain barrel. For installation instructions and more information, visit mwrdd.org. Find the MWRD on Facebook and Twitter and show off your rain barrel!

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
BLUE ISLAND AND THE METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF
RAIN BARRELS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body politic, organized and existing under the laws of the State of Illinois (hereinafter the “District”) and the City of Blue Island, a municipal corporation and non-home rule unit of government organized and existing in accordance with Chapter 24 of the Illinois Revised Statutes, as amended (hereinafter the “City”).

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “Act”); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act specifically authorizes the District to plan, manage, implement, and finance activities relating to stormwater management in Cook County; and

WHEREAS, one component of the District’s stormwater management program includes green infrastructure, which hereinafter shall mean the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to the sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5; and

WHEREAS, the District has committed to developing an enhanced rain barrel distribution program (“Rain Barrel Program”), in conformance with Appendix E, Section II(A) of a certain consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014)(“Consent Decree”), and the District’s formal commitment herein is intended to satisfy that obligation; and

WHEREAS, under the Rain Barrel Program, the District shall provide rain barrels designed to capture and use rain water to residences throughout its service area; and

WHEREAS, the distribution of rain barrels through the Rain Barrel Program may be approached more effectively, economically, and comprehensively with the City and the District cooperating and using their joint efforts and resources; and

WHEREAS, the City is located, wholly or partly, within the boundaries of Cook County; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on August 7, 2014, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement, in substantially the same form as this intergovernmental agreement, with units of local government throughout the District's service area; and

WHEREAS, on August 26, 2014 the City's Mayor and Council authorized the City to enter into an intergovernmental agreement with the District; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the City and District hereby agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

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

ARTICLE 2. SCOPE OF WORK

1. The scope of this Agreement will include the District providing rain barrels, connection hardware and delivery at no cost, to the homes of residents in the City (hereinafter the "Project"), as more fully set forth in Exhibit 1.
2. The District is expressly and intentionally not providing any assistance for the installation and operation of the rain barrel other than an instruction pamphlet, in a form substantially similar to the one attached hereto as Exhibit 2.
3. In order for the City to be eligible to participate in this Rain Barrel Program, on behalf of its residents, the City agrees to the following requirements:
 - a. verify and document that its residents receiving rain barrel(s) have downspouts connected to the sewer system along with the number of downspouts connected to the sewer system; and

- b. place all rain barrel orders on behalf of residents using a website link provided by the District; and
- c. obtain informed written consent from each resident receiving rain barrels allowing and agreeing to the District's limited access to their property solely for the purpose of delivering the rain barrel(s); and
- d. make a site visit to verify each rain barrel's proper installation within 90 days after delivery by the District; and
- e. annually report on the number of 90 day site visits made to verify proper installation of rain barrel(s) along with a record of the total number of rain barrels installed within the previous year.

The documents setting forth an explanation of the Rain Barrel Program and needing to be signed by the City and its residents, prior to free rain barrels being distributed, are attached hereto.

4. The City shall return to the District all rain barrels that were delivered by the District in connection with the Rain Barrel Program but for any reason whatsoever were not installed or were subsequently disconnected from a resident's home.

ARTICLE 3. PERMITS AND FEES

1. Federal, State, and County Requirements. In the event any federal, state or local permits are required, the City shall obtain all such permits required by law in connection with the Rain Barrel Program, and shall assume any costs in procuring said permits. Additionally, the City shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Rain Barrel program, and shall assume any costs incurred in procuring all such consents and approvals.
2. Maintenance. The City shall obtain any and all permits necessary for the performance of any maintenance work associated with the improvements in connection with the Rain Barrel Program, and in accordance with Article 5 of this Agreement.

ARTICLE 4. INSPECTION AND MAINTENANCE

1. The District shall have the right (including any necessary right of access) in conjunction with the City to conduct a joint annual

inspection of the installed rain barrels upon reasonable notice to the City and the homeowner(s).

ARTICLE 5. EFFECTIVE DATE

This Agreement becomes effective on the date that the last signature is affixed hereto.

ARTICLE 6. DURATION

Subject to the terms and conditions of Article 2 above, this Agreement shall remain in full force and effect for perpetuity.

ARTICLE 7. NON-ASSIGNMENT

Neither party may assign its rights or obligations hereunder without the written consent of the other party.

ARTICLE 8. WAIVER OF PERSONAL LIABILITY

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

ARTICLE 9. INDEMNIFICATION

The City shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the distribution, installation and use of rain barrels through the Rain Barrel Program within the corporate limit of the City within Cook County; or (2) the exercise of any right, privilege, or authority granted to the City under this Agreement.

ARTICLE 10. REPRESENTATIONS OF THE [CITY, VILLAGE, TOWN, ETC.]

The City covenants, represents, and warrants as follows:

1. By submitting an application on behalf of its residents for rain barrel(s), the City represents that it has the full authority and permission from the

homeowner(s) and that such permission includes the right of the District, or its vendor, to deliver the rain barrel(s) to the individual homeowner, including but not necessarily limited to reasonable access to the homeowner's real property for purposes of delivering the rain barrel(s);

2. The individuals signing this Agreement and all other documents executed on behalf of the City are duly authorized to sign same on behalf of and to bind the City;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the City or any instrument to which the City is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The City acknowledges and accepts that the Rain Barrel Program being offered by the District is a voluntary program, wherein the City residents are receiving complimentary rain barrels and as such, the District may discontinue the Rain Barrel Program at any time, without notice and without obligation to provide any additional rain barrels.

ARTICLE 11. REPRESENTATIONS OF THE DISTRICT

The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

ARTICLE 12. DISCLAIMERS

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the City.

ARTICLE 13. WAIVERS

Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

ARTICLE 15. DEEMED INCLUSION

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

ARTICLE 17. AMENDMENTS

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

ARTICLE 18. REFERENCES TO DOCUMENTS

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

ARTICLE 19. JUDICIAL AND ADMINISTRATIVE REMEDIES

The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the City shall be cumulative, and election by the District or the City of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

ARTICLE 20. NOTICES

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BLUEISLAND AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 20, unless otherwise specified and agreed to by the parties:

ARTICLE 21. REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement:

For the District

Director of Maintenance & Operations
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681

For the City

Mayor Domingo F. Vargas
13051 Greenwood Avenue
Blue Island, Illinois 60406
Phone: (708) 597-8602
FAX: (708) 597-1221

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the City of Blue Island, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

CITY OF BLUE ISLAND

BY: _____
Domingo F. Vargas, Mayor

DATE: _____

ATTEST:

Randy Heuser, City Clerk

DATE: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Attachment C

Rain Barrel Program 2014

Municipal Ordering Instructions

To qualify for free rain barrels, residents must meet the following three requirements:

- 1) Their downspouts must be connected to the sewer system.
- 2) They must agree to disconnect each downspout from the sewer system.
- 3) They must agree to put rain barrels on the downspouts, where feasible.

If the resident meets the above criteria, and a municipality has signed an Intergovernmental Agreement with the MWRD, then municipalities may call _____ to order rain barrels or email _____. In the memo section please write: MWRD Rain Barrel Program.

The following information will be required for delivery:

Name _____

Address _____

Phone number _____

Email address _____

Number of rain barrels _____

Desired delivery days/times _____

Verification by the municipality that (*initial all that apply*):

- The resident is connected to the sewer system. _____
- The resident agrees to disconnect their downspouts from the sewer system. _____
- The resident agrees to have a rain barrel installed on all downspouts, where feasible. _____

If residents do not qualify for the free rain barrels, they may purchase them via www.mwrdd.org for \$58 plus tax, which includes delivery. Bulk deliveries will continue to be made to organizations and agencies wishing to purchase rain barrels at cost from the District.

Village/City of _____

Free Rain Barrel Program

Post-Installation Survey

Thank you for participating in the Rain Barrel Program. Please complete the following information and return this form to Allison Fore at the Metropolitan Water Reclamation District of Greater Chicago, 100 E. Erie Street, Chicago, IL 60611, or scan and email to allison.fore@mwrdd.org.

Resident's information

Name _____
(Please print)

Home Address _____

Phone number _____

Email address _____

Have the rain barrels been installed? *(circle one)* Yes/No

Municipality Representative Signature

Date of site visit _____

Need more information? Visit www.mwrdd.org or call (312) 751-6633.

Attachment E



MWRD Rain Barrel Program
Non-Government Organization, Planning
Group, or Community Group Application

Non-government, planning organizations, and community groups may participate in the District's free Rain Barrel Program by coordinating projects that incorporate multiple rain barrels. The entity must submit two documents to the District's Resident Engineer for approval: 1) Application and 2) A plan or sketch showing where barrels will be installed. The entity must also agree to oversee the project's completion and submit proof of installation in the form of an "as built" drawing.

The following information will be required for delivery and installation:

Non-Government Organization, Planning Group or Community Group Name

Contact Name _____

Rain Barrel(s) Delivery Address _____

Phone number _____

Email address _____

Estimated number of free rain barrels requested _____

Desired delivery date/ times _____

Verification that Plan/sketch are attached _____
(initial)

Need more information? Visit www.mwrd.org or call (312) 751-6633.

Attachment F



MWRD Rain Barrel Program

Campus Rain Barrel Application Form

Campus-type facilities throughout the District's service-delivery area may order free rain barrels, including delivery.

These facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches, community centers, senior centers, hospitals and clinics. Campus-type facilities must complete this application to begin the application process.

Contact Name: _____

Contact Title: _____

Phone number: _____

Email address: _____

Type of Facility: *(circle one)*

- ❖ School
- ❖ Municipal property:
 - Town/Village Hall
 - Park District facility
 - Library
 - Fire or Police Station
 - Garage/Outbuilding
- ❖ Church
- ❖ Community or Senior Center
- ❖ Hospital or Clinic

Facility Address: _____

If more than one facility, please list the addresses on additional sheets as necessary

Number of estimated rain barrels needed: _____

Desired delivery days/times: _____

Need more information? Visit www.mwrdd.org or call (312) 751-6633.