

AGENDA REGULAR MEETING

CITY COUNCIL OF THE CITY OF BLUE ISLAND, ILLINOIS
September 24, 2013 – 7:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF THE JOURNAL OF PROCEEDINGS: Regular Meeting – September 10, 2013

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

REPORT OF CITY OFFICIALS

MAYOR:

1. CHECK PRESENTATION FROM THE FRIENDS OF THE CAL-SAG TRAIL (FOCST) TO THE CITY FOR \$62,000 FOR OUR TRAIL SIGNAGE GRANT MATCH.
2. APPROVAL OF PROFESSIONAL SERVICES CONTRACT OF MARK G. KILGALLON.

BIDS:

CITY CLERK:

1. MOTION TO APPROVE REQUEST FROM BLUE ISLAND UNTOUCHABLES TO HAVE A HOMECOMING PARADE ON SUNDAY, SEPTEMBER 29, 2013 AT 9:00 AM.
2. MOTION TO APPROVE ST. BENEDICT "DAY OF THE DEAD PROCESSION" ON SATURDAY, NOVEMBER 2, 2013 FROM 11AM TO 2PM BENEFITING "NO STOMACH FOR CANCER."
3. MOTION TO APPROVE A REQUEST FOR A BLOCK PARTY AT 120TH – 120TH PL OF IRVING ON SEPTEMBER 28TH BETWEEN THE HOURS OF 4:00PM AND 10:00PM.

CITY TREASURER:

CITY ATTORNEY:

1. AN ORDINANCE RESCINDING HANDICAPPED PARKING RESTRICTIONS ON A PORTION OF A CERTAIN STREET WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS.

2. AN ORDINANCE APPROVING A PLAT OF SUBDIVISION FOR THE JOHN LEWIS SUBDIVISION FOR THE PROPERTY LEGALLY DESCRIBED IN THE PLAT ATTACHED TO THIS ORDINANCE.
3. ON ORDINANCE REQUIRING VEHICULAR TRAFFIC TO STOP AT CERTAIN LOCATIONS WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.
4. AN ORDINANCE REGULATING THE DIRECTION OF VEHICULAR TRAFFIC ON A CERTAIN STREET LOCATED IN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.
5. AN ORDINANCE PROHIBITING PARKING UPON A CERTAIN STREET WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

COMMITTEE REPORTS:

COMMUNITY DEVELOPMENT:

FINANCE COMMITTEE:

1. ACCOUNTS PAYABLE FOR 9/18/13 - \$692,961.68
2. PAYROLL FOR 9/13/13 - \$406,186.57
3. MOTION TO ENTER INTO AN AGREEMENT WITH N. HARRIS COMPUTER CORPORATION FOR SMARTFUSION ACCOUNTING SOFTWARE IN THE AMOUNT OF \$38,200.

PUBLIC HEALTH & SAFETY:

MUNICIPAL SERVICES:

JUDICIARY COMMITTEE:

CLOSED SESSION: PENDING LITIGATION

OPEN SESSION: PENDING LITIGATION

ADJOURNMENT

**JOURNAL OF PROCEEDING
OF THE
MEETING, SEPTEMBER 10, 2013**

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 September 10, 2013.

PLEDGE OF ALLEGIANCE

ROLL CALL

Roll Call indicates the following:

Present: 13 Ald. Carr, Ostling, Pittman, Johnson (7:15),
Frausto, Thompson, Johanson, Hawley,
Vieyra, Bilotto, Rita, Donahue, Stone.

Absent: 1 Ald. Buckner

Present Also: Randy Heuser, City Clerk
City Attorney, Carey Horvath

JOURNAL OF PROCEEDING

Moved by Ald. Hawley, second by Ald. Carr the Journal of Proceedings for the Regular Meeting on August 27, 2013 is accepted as printed.

Ayes: 13 Ald. Carr, Ostling, Pittman, Frausto,
Thompson, Johanson, Hawley, Vieyra,
Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 2 Ald. Johnson, Buckner

Abstain: 0

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

Regular Meeting – September 10, 2013

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

Pam Frasor of 12034 Maple Avenue stated that it has come to her attention that there is a resident in Blue Island who is constantly questioning her pension status. She wants everyone to know that her pension follows the ordinance appropriately. She makes no more, no less than any other retiree. The second thing she brought up was the same resident accusing her of single handily closing down the bridges. The bridges were closed down by IDOT and the state of Illinois. Ms. Frasor stated when she was an elected official she had to take a lot of abuse, but she is now a private citizen. If he continues this, she will be seeking legal counsel.

Joanne Davis of 2945 Everett Street, a fifty year resident of Blue Island, stressed her concerns with the city cancelling senior activities. She asked for what other departments were they going to cancel everything like they did for the senior office.

Mayor Vargas stated the Worth Township and Calumet Township along with the City will be addressing senior issues.

Ms. Davis had concerns with bad weather wellness checks.

The Mayor stated that Officer Slattery does wellness checks.

Ms. Davis disagreed and asked again what other department was being cancelled.

Mayor Vargas referred her to the finance committee.

Ald. Rita replied that they did not cancel any other department.

Mayor Vargas stated that the senior office was being reorganized and that they are looking at every single department.

Ald. Johanson stressed that Officer Slattery is doing senior work. He commended Officer Slattery on the tremendous job he is doing for the seniors in the community. Ald. Johanson did not want Officer Slattery's name to be disparaged against this.

Ald. Johanson went on to say that the seniors are still being serviced and are not being neglected.

Ald. Rita stated that this summer Officer Slattery as well as Deputy Chief Cornell set up different areas of the city for the

seniors to come and sign up in case of emergency they would have all their information. They are going to try to do it again and get more advertisement out there.

Willie Scott of 11917 Longwood Drive asked the mayor to treat seniors as he would like to be treated as an old man. Mr. Scott stated that seniors be taken care of because they have taken care of Blue Island. Mr. Scott stated that he had submitted a FOI request in 2012 regarding hiring practices in Blue Island and had yet to hear a response from the Judiciary Committee or the Mayor. Mr. Scott understands that budget cuts must be made but felt that the Rec Center was built there to accommodate blacks in the California Gardens. He feels they still deserve the services of that Rec Center.

Apolonia Alvarado of 13434 Western Avenue expressed her concerns over issues at Olde Western and Greenwood that are not being resolved. She asked for better communication between the alderman and the people.

Mayor Vargas offered to set up a meeting with Ms. Alvarado.

Allan Stevo of 2324 Union Street asked what the basis for the Flores vs. Blue Island suit and the Metro South vs. Blue Island law suit were.

Mayor Vargas stated he could not discuss it because it was pending litigation.

Allan Stevo asked when a Police Chief would be appointed.

The Mayor stated it is still in discussion.

David Prater of 2804 142nd Place thanked the Mayor, Aldermen, and Public Works for the fantastic job they did at Deer Point. He stated that as long as the community and city officials stick together they can get things done. Mr. Prater gave a special thanks to Frank Berrini, Superintendent of Public Works, for the great job he is doing.

Allan Stevo asked the Mayor and City Council to spend money in the best way possible because it is limited.

Joanne Davis inquired about hiring of family members, where job opening are posted, and where salaries of city employees are posted.

The Mayor, Ald. Johanson, and Ald. Thompson made it clear that they did not have any family members working for the city.

Seventh ward aldermen, Johanson and Thompson, thanked Public Works Superintendent Frank Berrini for his good work done on 119th Street. Also gave thanks to Mark Miller for his work.

Ald. Johnson voiced the complaints he received about the sound from the City Council. There was just music playing, no words.

City Clerk Randy Heusser stated they will follow up with Comcast.

REPORT OF CITY OFFICIALS

Mayor

Ald. Ostling wanted to know the chain of command in regards to the Building Department.

Mayor Vargas directed Ald. Ostling that Jason Berry is the person to contact.

Swearing in of Fire Chief Mark Luety and Deputy Chief Klinker.

Appointment of Ken Pittman to the Municipal and Judiciary Committees.

Approval of professional services contract of Mark Kilgallon was tabled.

Ald. Johnson asked if they had considered having a forensic audit.

Mayor Vargas stated that they had and it had already been started.

Ald. Johnson asked the name of the firm.

Mayor Vargas stated it was the same firm they have been working with.

Motion by Ald. Donahue, second by Ald. Bilotto to approve the contract with John Kasperk Co., Inc., Certified Public Accountants.

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson,
Frausto, Thompson, Johanson, Hawley,
Vieyra, Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

Abstain: 0

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

Ald. Johnson asked if there is any issue with the firm that presently represents the City of Blue Island and is the cost of the firm that wants to come in higher or lower than the firm we presently have.

Mayor Vargas stated there is no issue.

Ald. Stone had considerable questions about why they are not given adequate time to do research on this before a council meeting. She is concerned that other municipalities this law firm represents have had their fair share of legal problems which raises red flags. As an alderman it is her responsibility to represent not only her ward but the whole city with integrity and to the best of her abilities. She does not feel this appointment is in the best interest of her city.

Ald. Ostling expressed her concerns about city council's limited time and information for this appointment.

Motion by Ald. Rita, second by Ald. Johanson to approve Sanchez, Daniels & Hoffman, LLP & Shawnte Raines as city attorney.

Ayes: 10 Ald. Carr, Pittman, Frausto, Thompson,
Johanson, Hawley, Vieyra, Bilotto, Rita,
Donahue.

Nays: 3 Ald. Ostling, Johnson, Stone

Absent: 1 Ald. Buckner

Abstain: 0

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

Attorney Horvath addressed the city council, Mayor, audience, and residents to give thanks for the opportunity to represent them. He stated that hopefully at some point in time in the future they might have an opportunity to represent them again.

Ald. Donahue asked how long the extension would be for.

Nicholas Crite stated it would be 6 to 9 months based off of performance.

Ald. Rita asked how much it would cost the City.

Mr. Crite stated it would be of no cost to the City.

Ald. Johnson asked what seems to be the issue with completing this project.

Mr. Crite stated he doesn't foresee any more problems going forward.

Ald. Vieyra asked how this would affect the soccer fields.

The Mayor replied the soccer fields would not be touched.

Motion by Ald. Rita, second by Ald. Pittman to approve an extension of the agreement with Northlake and Associates (Darrick Scott) for the development of commercial property at 119th and Division.

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson,
Frausto, Thompson, Johanson, Hawley,
Vieyra, Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

Abstain: 0

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

Motion by Ald. Stone, second by Ald. Johanson to approve a proclamation of September 20 as POW MIA Recognition Day.

Upon a vote, the Mayor declared the proclamation carried.

Motion by Ald. Vieyra, second by Ald. Johnson to approve a proclamation of the week of September 17 thru 23 as Constitution week.

Upon a vote, the Mayor declared the proclamation carried.

BIDS

No Bids.

CITY CLERK

Motion by Ald. Vieyra, second by Ald. Bilotto to approve a request form St. Benedict School to host a “Run For Your Life 5K Run/Walk on October 5, 2013 starting at 8:00 am at MetroSouth Park/St. Benedict on York Street between Gregory and Western. (Previously approved on June 27, 2012)

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson,
Frausto, Thompson, Johanson, Hawley,
Vieyra, Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

Abstain: 0

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

Motion by Ald. Ostling, second by Ald. Stone to approve a request from Veterans Memorial Middle School to hold their 6th annual Walk-a-Thon on September 27, 2013. The street and alley closures would be from 8:00 am to 1:00 pm. (Greenwood Avenue, 123rd Street, Maple Avenue and Grunewald).

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson,
Frausto, Thompson, Johanson, Hawley,
Vieyra, Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

Abstain: 0

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

Motion by Ald. Carr, second by Ald. Hawley to approve a request from Boy Scout Troop 788 to hold a community wide Paper Drive in the parking lot next to Christ Memorial Church on September 28, 2013 between the hours of 8:00 am to 1:00 pm.

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson, Frausto, Thompson, Johanson, Hawley, Vieyra, Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

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 Misericordia for their Jelly Belly Candy Days Fundraiser on April 25th and 26th of 2014.

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson, Frausto, Thompson, Johanson, Hawley, Vieyra, Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

Abstain: 0

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

CITY TREASURER

No Business.

CITY ATTORNEY

No Business.

COMMITTEE REPORTS

Community Development – Ald. Hawley, Chairman

Ald. Hawley stated that there was a special meeting of the community development committee to discuss the business application. He will email out more details about that instead of reading through all of the discussion.

Ald. Frausto added that the topic of the Olde Western business sign was also discussed.

Next Meeting – Wednesday, September 11, 2013, 7:00 pm – East Annex.

Finance Committee – Ald. Rita, Chairman

PAYROLL

Motion by Ald. Rita, second by Ald. Donahue to approve Payroll Payable for August 28, 2013 for Gross - \$398,168.13 and a Net - \$239,008.84.

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson, Frausto, Thompson, Johanson, Hawley, Vieyra, Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

Abstain: 0

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

ACCOUNTS PAYABLE

Motion by Ald. Rita, second by Ald. Johnson to approve Accounts Payable for August 21, 2013 for \$205,180.59.

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson, Frausto, Thompson, Johanson, Hawley, Vieyra, Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

Abstain: 0

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

Director Terry Sullivan as well as Finance Director Mat Anastasia and Treasurer Carmine Billotto explained a new professional services contract for Mark Kilgallon who will create a Human Resource Department for non-union personnel as well as a procedural manual which will also create employee accountability which the City has never implemented with the previous administration. After discussion and upon their recommendation it was authorized by Alderman Tom Hawley and 2nd by Alderman Kevin Donahue. Voice vote with all in favor. **I'd like to put that in the form of a motion to accept the Professional Services Contract for Mark G. Kilgallon.**

Director Terry Sullivan and Treasurer Carmine Bilotto explained a Personal Service Contract with John Kasperek, certified public accountant. Who will assist the city and finance department in financial and accounting issues as well as with the levy which we will begin to work on in October. Mr. Kasperek assisted the finance committee giving a financial snapshot of the city during appropriations. After discussion and upon their recommendation it was authorized by Alderman Nancy Thompson and 2nd by Alderman Kevin Donahue. Voice vote with all in favor. **I'd like to put that in the form of a motion to accept the Paradigm Computer Contract.**

Also, discussion of the Brownfield Grant regarding consulting fees and TIF 4. Mat Anastasia will email invoices. Further discussion for our next meeting with Jodi Prout, Nicholas Crite and Mark Miller.

Next Meeting -- Tuesday, September 17, 2013, 7:00 pm -- East Annex

Public Health & Safety Committee – Ald. Carr, Chairman

Special Presentation by Agostino Korkis

Agostino Korkis presented information about the GPass program and handed our folders containing the information to those present. A question and answer period followed.

Citizens Concerns

There were no citizens present.

Fire Department Report

The Fire Department had 324 emergency calls in August, 234 were EMS calls

234 Patients were treated

191 Patients were transported

43 Patients refused transport

They responded 24 times to assist other towns.

They had 33 calls to man the firehouses.

The fire department responded to 17 fire alarms which were assisted by other towns.

Other responses:

4 calls for downed power lines

4 calls to reset the fire alarm panel

1 trouble alarm

1 call for carbon monoxide alarms

4 calls for natural gas odors

1 garbage can fire

1 detector activated by a smoke machine

1 call for railroad ties burning

1 car fire

Engine 2013 was returned to service after maintenance work and passing pump test.

Truck 2014 was sent out for a hydraulic piston repair.

The water tower storeroom was repainted and new electric wiring was installed for the new compressor system.

One kitchen fire safety class was presented for 53 seniors at the Senior Suites on Ashland Avenue.

“Old Bess” was on display for the last two “Cruise Nights” of August.

For the month of August most Firefighters received approximately 20 hours of training.

In July, the Committee approved a schedule of increased fees for the Fire Department, which was forwarded to the Judiciary Committee for review. The Judiciary Committee has requested that these increases be approved by Director John Rita before any action is

taken. I have forwarded Director Rita a copy of the email outlining the fees.

The FEMA Radio Grant Fundraiser exceeded the goal for money raised. 22 radios and 2 computer systems were ordered on August 30th.

Chief Luety has submitted an application for a SAFER Grant for six new firemen for two years. This would be 100% coverage of salaries for two years.

Director Rita and Chief Luety discussed stationing an on-duty ambulance at District 218 for football games in lieu of an off-duty ambulance at a higher rate. There are six home games scheduled for this season.

Fire Chief Vrshek retired.

Deputy Fire Chief Luety was promoted to Fire Chief.

Lieutenant Klinker was promoted to Deputy Chief.

Police Department Report

The Police Department patrolled 25,024 miles for the month of August. 2850 calls answered.

509 Parking Citations

505 Moving Citations

345 Traffic Stops

13 Felonies

64 Misdemeanors

11 Warrant Arrests

64 Local Ordinance Violations (admin towing fees)

61 Vehicles Impounded

Total Fees Collected: \$50,967.12

Director Rita and Deputy Chief Cornell have met with Posen, Midlothian and Calumet Park in regards to the dispatching service in an effort to build a better working relationship with these communities.

City Clerk Randy Heusser and Director Rita met with School District 218 to renegotiate the pay of the School Resource Officer.

The Police Department met with District 130 to address problems surrounding schools.

Director John Rita and Deputy Chief Cornell will be interviewing this week to fill the part time dispatch positions.

Six part time officers began the part time academy on Saturday, August 24th.

The Police Department has been reviewing the attendance policy to cut down on unnecessary absenteeism.

Deputy Chief Cornell met with St. Benedicts and the Blue Island Park District to prepare for the 5K race on Saturday, October 5th.

Director Rita and Deputy Chief Cornell met with AFSCME and have taken steps to reduce clerical staff overtime.

The boot program will officially begin soon. The letters notifying the violators were sent out. The worst offenders will be targeted first.

The information regarding the increase in the fine for violation of the Handicapped Ticket Ordinance to \$350.00 was brought before the Judiciary Committee for amendment to the current Ordinance.

Deputy Chief Cornell contacted Lieutenant Rafferty Gang Unit for help with a program to address the number of robberies occurring.

Alderman Concerns

Alderman Johnson expressed concern that the youth in the California Gardens area are lacking guidance and a place to go now that the Rec Center is closed. He has been discussing possible options with Bob Manthei from the Blue Island Park District.

Next Meeting – Wednesday, October 2, 2013 - 7:00 pm – East Annex.

Municipal Services Committee – Ald. Johanson, Chairman

Next Meeting – Monday, September 16, 2013, 6:30 pm – Meadows Golf Course

Judiciary Committee – Ald. Ostling, Chairman

Augustino Korkis gave a presentation on GPass technology solutions Inc. GPass is designed for Government use only it is a real time communication revenue collection & reporting system.

Insurance Loss Disbursement all workman comp claims amounting to \$4377.85

Committee approved 4 ordinances that were sent from & approved by Municipal Service Committee. Stop sign changed to 4way stop at Seeley & Market motion by Ald. Bilotto 2nd by Stone. I'd like to make a motion to counsel to draft an ordinance.

Motion by Ald. Ostling, second by Ald. Stone to approve an ordinance to be drafted.

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson, Frausto, Thompson, Johanson, Hawley, Vieyra, Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

Abstain: 0

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

Change Chicago St from Broadway to Market one way south bound & make east side of Chicago St no parking zone motion by Ald. Stone 2nd by Bilotto. I'd like to make a motion to counsel to draft an ordinance.

Motion by Ald. Ostling, second by Ald. Stone to approve an ordinance to be drafted.

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson, Frausto, Thompson, Johanson, Hawley, Vieyra, Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

Abstain: 0

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

Oak & Wood St 3way stop to add one stop sign southbound on Wood making this intersection a 4 way stop motion by Ald. Bilotto 2nd by Frausto. I'd like to make a motion to counsel to draft an ordinance.

Motion by Ald. Ostling, second by Ald. Rita to approve an ordinance to be drafted.

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson,
Frausto, Thompson, Johanson, Hawley, Vieyra,
Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

Abstain: 0

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

Rescind handicap parking at 2208 W 123rd motion by Ald. Stone 2nd by Frausto. I'd like to make a motion to counsel to draft an ordinance.

Motion by Ald. Ostling, second by Ald. Stone to approve an ordinance to be drafted.

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson,
Frausto, Thompson, Johanson, Hawley,
Vieyra, Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

Abstain: 0

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

Public works will change handicap parking signs to reflect new ordinance raising fine from \$250.00 to \$350.00 for violation.

Ald. Frausto suggested that Committee look into honorary street signs for special residents to honor their achievements by naming a street after them.

No further business meeting adjourned.

Next meeting – Monday, October 7, 2013, 6:00 pm – East Annex

CLOSED SESSION

Motion by Ald. Carr, second by Ald. Hawley to go into Executive Session.

Upon a vote, the Mayor declared the motion carried.

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

REGULAR MEETING

Motion by Ald. Vieyra, second by Ald. Ostling to reconvene Regular Meeting.

Ayes: 13 Ald. Carr, Ostling, Pittman, Johnson, Frausto, Thompson, Johanson, Hawley, Vieyra, Bilotto, Rita, Donahue, Stone.

Nays: 0

Absent: 1 Ald. Buckner

Abstain: 0

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

No action needed in closed Session.

ADJOURNMENT

Motion by Ald. Rita, second by Ald. Carr to adjourn the meeting.

Upon a vote, the Mayor declared the motion carried.

The next regular meeting of the City Council is scheduled for September 24, 2013 at 7:00 p.m.

Randy Heuser, City Clerk

**APPROVED BY ME THIS
13TH DAY OF SEPTEMBER, 2013.**

Domingo Vargas, Mayor

PERSONAL SERVICES CONTRACT

CITY OF BLUE ISLAND (hereinafter "CITY") and MARK G. KILGALLON (hereinafter "KILGALLON") agree that KILGALLON will perform the professional services as set forth in Attachment A upon the following terms and conditions:

1. TERM. KILGALLON's term of employment shall be effective for a period of 4 (Four) months commencing as of the Date of Approval by the City, and may be extended by written agreement of the parties or sooner terminated as set forth in this Agreement.
2. SCOPE. KILGALLON agrees to perform those services as specifically requested by CITY and as generally described in Attachment A. It is specifically understood by both parties that the terms of this Agreement apply only to the specific responsibilities described in Attachment A.
3. RELATIONSHIP OF THE PARTIES. The parties agree that the KILGALLON is an Independent Contractor and the CITY has no right to control how the work is performed other than as specified for requirements as stated in Attachment A. KILGALLON understands that no relationship other than that of contracting parties is established by this Agreement, and further understands that this does not establish any employer-employee arrangement.
4. LABOR. KILGALLON agrees he is solely responsible for providing the labor to achieve the specified requirements of Attachment A. The KILGALLON agrees that the CITY shall not provide training for KILGALLON to perform services specified in Attachment A. KILGALLON agrees to be available to the CITY on an as needed basis, and that the hours of labor are not ordinarily established by the CITY. KILGALLON understands he is free to work for any number of other persons or firms simultaneously.
5. FEES. For all services rendered by KILGALLON under this Agreement of contract KILGALLON shall be paid in accordance with Attachment B. Unless otherwise specifically set forth in Attachment B, such payments shall be made Net 30 days after the placement's first day of work for the CITY. KILGALLON's relationship with the City shall be that of an independent contractor and the CITY shall not withhold taxes or Social Security payments from any sum paid to KILGALLON under this Agreement.
6. NOTICES. All notices and demands required hereunder shall be deemed given upon personal delivery or next business day following sending by reputable overnight delivery carrier or three (3) business days following sending by United States Registered or Certified Mail, postage prepaid, addressed to KILGALLON and CITY at the addresses stated below.
7. CONTACT NOTICES. For contract management purposes of this Agreement the persons to be contacted to provide operations decisions on a daily basis on behalf of the parties are as follows:

<u>if to the CITY:</u>	<u>if to KILGALLON:</u>
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8417 N. Mansfield
Morton Grove, IL 60053

8. NO WAIVER. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
9. SEVERABILITY. If a court of competent jurisdiction determines that any provision of this Agreement (including the Attachments attached hereto) is invalid or unenforceable, then such provision shall be interpreted to provide the maximum benefit permissible by law to the person entitled to the benefit thereof, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.
10. HEADINGS. The headings used in this Agreement are for convenience only and are not intended to be considered in construing its terms. The use in this agreement of the terms "include", "includes", "including", and "such as" shall be deemed in all cases to be followed by the words "without limitation".
11. LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
12. ENTIRE AGREEMENT. This Agreement, the terms and conditions of the Attachments and Exhibits hereto and amendments mutually agreed upon in writing are the complete and entire agreement regarding these transactions, and replace any prior oral or written communications between CITY and KILGALLON. KILGALLON hereby warrants and represents that it is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by its execution and delivery of this Agreement and performance of its obligations under this Agreement.
13. GENERAL.
 - A. Acknowledgments. Acceptance of this Agreement must be in accordance with and strictly limited to the terms and conditions contained herein. Any attempted acknowledgment or acceptance which contains provisions conflicting or additional to the terms and conditions of this Agreement or which varies any term or condition shall have no force or effect. Performance by the KILGALLON without an effective acknowledgment shall be deemed to be performance in accordance with the terms and conditions of this Agreement.
 - B. Invoices. Render a separate invoice for each Pay Period. All items on invoice must conform to fee items listed in Attachment B of this Agreement Failure to do this can result in delayed payment. Mail invoice (s) and statements to the CITY address set forth at the top of page 1 of this Agreement.
 - C. Termination. This Agreement can be terminated for convenience before expiration by either CITY or KILGALLON given that written notice is provided to the other party at least thirty (30) days prior to the termination date.
 - D. Confidentiality. So long as this Agreement remains in effect, KILGALLON may have access to and become acquainted with various trade secrets, consisting of management, financial, and operational materials, and methods and processes, and compilations of information, and records and specifications of CITY, which are owned by CITY and which are regularly used in the operation of CITY's business. KILGALLON acknowledges such information is secret and confidential and that CITY disclosed the same to KILGALLON. KILGALLON shall not disclose any such secrets, directly or indirectly, or use them in any other way either during the term of this Agreement or at any time thereafter, except as required in the course of its performance in accordance

with this Agreement. All files, records, documents, drawings, specifications, equipment, and similar items relating to business at CITY, whether prepared by KILGALLON or those acting on behalf of KILGALLON, shall remain the property of CITY and shall be treated in a confidential manner by KILGALLON so as to safeguard its proprietary nature.

- F. Delays. Time is of the essence in the performance of KILGALLON's services hereunder. However, delays in deliverables beyond the time specified in this Agreement due to causes beyond the control and without the fault or negligence of KILGALLON may be excused by the CITY if KILGALLON notifies the CITY in writing of the cause of such delay within a reasonable time. When such excuse is given, the CITY, by written notice to the KILGALLON, will extend the time for performance by such period of time as the CITY determines to be commensurate within the period of delay. KILGALLON agrees there shall be no additional fees charged to the CITY for the additional time spent.
- G. Equal Opportunity. During the performance of this Agreement, the KILGALLON agrees to as follows:
 - i. KILGALLON will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. KILGALLON will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or origin.
 - ii. KILGALLON will, in all solicitations or advertisements for employees placed by or on behalf of the KILGALLON, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

IN WITNESS WHEREOF, the parties have executed this Agreement in two counterpart signatures and do hereby warrant and represent that their respective signatory whose signatures appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

AGREED TO:

KILGALLON:

THE CITY OF BLUE ISLAND:

(Company Name)

(Signature)

(Print Name)

(Title)

(Signature)

(Print Name)

(Title) –

Attachment A -- Description of Professional Services

Scope of Work by KILGALLON:

Kilgallon shall perform the following Responsibilities

Complete job description drafts for all non-union positions.

Conduct salary surveys, which include the analysis of survey data and provide recommendations for changes.

Compile personnel policies for all non- union employees in order to create a draft personnel policy and procedure manual.

Advise management staff on all Federal and State laws covering personnel issues.

Attachment B—Fees and Expenses—Retainer Version

The professional fees for this contract shall be TWELVE THOUSAND (\$12,000.00) Dollars. KILGALLON agrees to work on-site in Blue Island a minimum of 15 (Fifteen) Hours per week, and no more than 60 (Sixty) Hours per month. This fee shall be paid in FOUR (4) monthly installments (THREE THOUSAND (\$3,000.00) DOLLARS per month). Such payments shall be made Net 30 days.

Mark Kilgallon
8417 Mansfield, Morton Grove, Illinois 60053
Home (847) 470-0271 Cellular (847) 644-9727 markkilgallon@gmail.com

Management Professional
Public Administration/Operations/Human Resources

Dedicated organizational manager with track record of assuming positions of increased responsibility. Strong analytical abilities utilized to achieve objectives and desired results. Results-oriented professional with excellent communication and interpersonal skills. Background includes executive positions in administration and human resources in public service.

Core Competencies:

Operations Management
Human Resources Management
Managing and Supervising
Public Administration

Verbal/Written Communication
Relationship Building
Policy Analysis

Employment History

Chief Administrative Officer, Cook County Government
2006-2010

- Appointed by the president of the Cook County Board of Commissioners with the approval of the Board. Responsible for the management and direction of the Bureau of Administrations. Responsible for evaluating operating procedures to improve efficiencies in the following departments that make up the Bureau of Administrations: Building and Zoning, Environmental Control, Zoning Board of Appeals, Judicial Advisory Council, Medical Examiner, Law Library, Highway Department, and President's Office of Employment Training.
- Responsible for the general oversight of 13 departments with a \$50 million annual budget. Directly supervised 30 employees including 14 department heads.
- Conducted studies to determine cost savings.
- Reduced staffing by 10% from 2006-2010 through attrition saving \$4 million.
- Assisted in the implementation of a copier leasing program resulting in an annual savings of \$900,000.
- Consolidated printing activities by creating a centralized print shop which reduced costs and the dependence on outside printing businesses.
- Responsible for overseeing the purchase of natural gas and electricity utilizing an alternate supplier on the spot market saving \$5 million.

- Co-Chairman of the Intergovernmental Committee of Cook County's Homeland Security Urban Area Working Group which was responsible for disseminating secure information to Elected Officials throughout the 128 Municipalities in Cook County.

Cook County Human Resources Director

1999-2006

- Responsibilities included overall management of Cook County's Human Resources Department covering 24,000 employees.
- Reduced the Human Resources budget by \$500,000 over 5 years while maintaining essential core services.
- Maintained Cook County's position classification system.
- Managed over 50 labor contracts covering 18,000 employees.
- Updated Cook County's Human Resources Policies and Procedures Manual.

Deputy Chief Administrative Officer, Cook County Government

1989-1999

- Assisted in the negotiations of labor contracts for thousands of employees through the collective bargaining process.
- Assisted in the reduction of Cook County's overall budget through attrition and stream lining services.
- Assisted the Chief Administrative Officer in the development and implementation of policies and programs.

Job Analyst, Cook County Government

1981-1989

- Analyzed diverse labor contract proposals in order to determine financial impact or cost savings.
- Completed numerous classification studies to determine appropriate job title in order to manage payroll expenses.
- Drafted detailed job descriptions to reduce costs associated with hiring.
- Prepared statistical reports on historic staffing levels for management analysis.

Leadership Activities

- Acting President of the Cook County Pension Fund overseeing \$6 billion
- Instructor DePaul University, graduate level human resources management
- Participated in Ireland leadership program sharing ideas and understanding cultural differences relating to management
- Chairman of the Energy Task Force Committee
- Member of the Cook County Deferred Compensation Committee

- Member of the Injury Compensation Committee
- Co-Chairman of the Intergovernmental Committee of Cook County's Homeland Security Urban Area Working Group
- Member of Cook County Charity Committee
- Chairman of the Energy Task Force Committee

Education

Northeastern Illinois University

Bachelor Degree, Business Administration with Honors

DePaul University 2002-05

Master of Science Degree, Public Administration with Distinction

Interests

Chicago sports fan, traveling, golf and reading American history books.



September 10, 2013

Randy Heuser, City Clerk
City of Blue Island
13051 S. Greenwood Avenue
Blue Island, IL 60406

Dear Mr. Heuser:

The Blue Island Untouchables Organization is asking for permission to have a homecoming parade on Sunday, September 29 starting at 9:00am from the parking lot at Hart Park on Western and Orchard. The parade route will be as follows: South on Western Ave, to Vermont, West on Vermont to Greenwood, North on Greenwood to Union St. North on Highland to Memorial Park.

We are also asking for a police escort along with a fire-truck if available.

Should you have any questions, please call Rick Fiske at 708-389-1511 or me at 708-439-9103.

Thank you in advance

Rosie Carrillo
Blue Island Untouchables

City of Blue Island

Día de los Muertos Walk

Benefiting

No Stomach For Cancer

November 2, 2013

11am to 2 pm

Blue Island, IL

riel Aguilera 312.593.6551

The Procession

Dia de los Muertos Procession

- Honoring the Mexican Tradition of All souls day on November 2
- Paying respect to those who have passed and celebrating their afterlife
- "Marcha" (procession) will have costumes of traditional Calavera costumes, Holding Pictures of Loved Ones, playing music, Making Noise, Singing
- Front banner of NSFC including sponsors
- Procession leading to the lot in front of Metro South Park (optional)
- Guided by Blue Island Police Department, Blue Island Fire Department/EMT
- Begin at 11:00 pm it will take approximately an full hour to move all participants from Memorial Park to Metro South Park to arrive at 12:00pm (TBD)
- Festivities at Park will end at 2pm



St. Benedict Church Park

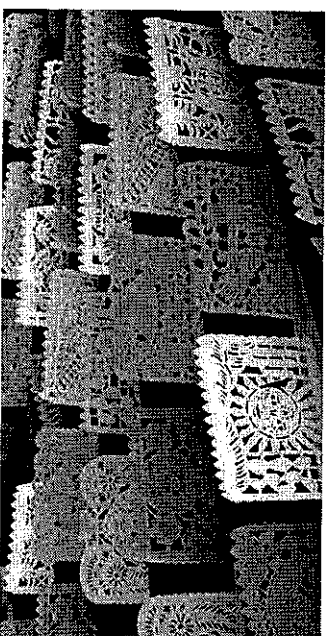
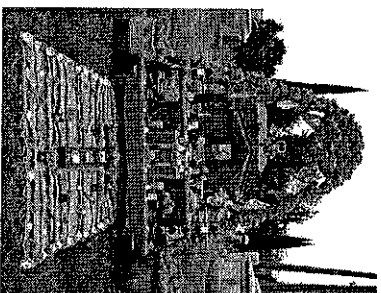
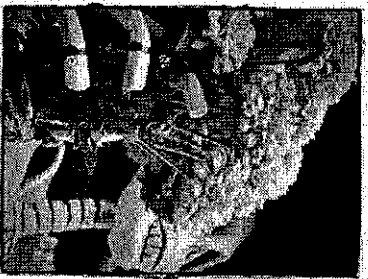
Sponsors will have the opportunity to sell basic foods (TBD)

- beans, tamales, rice, enchiladas, atole, champurrado, pan de muerte.
- potential sponsors: Ranchito, Durangos, Tenochtitlan, Molinos, Pierres, T&G's, Beggars , Stefanelli's (many more...)
- **Food ticket will be given to those who register for a NSFC awareness packet and walk in the procession.

The park will be decorated with Altars, Cempasuchil (marigold flowers), papel picado, and sugar skulls.

- we will ask for the community to prepare altars for their deceased family members

A NSFC volunteer will be stationed at a table providing literature about Stomach Cancer risks and preventions along with No Stomach For Cancer organization information.



No Stomach For Cancer

MISSION

Non profit organization dedicated to support research and unite the caring power of people worldwide affected by stomach cancer.

CORE VALUES

NSFC are people who care about the health and well-being of those affected by stomach cancer

Belief

- All people should have an opportunity for a life free of stomach cancer
- No one should have to sacrifice a stomach to prevent this disease
- Emotional support, connecting with others and a sense of belonging are vital to affected families
- work must be conducted in a fiscally responsible, trustworthy and ethical manner
- Collaboration and partnership will move us toward success

KEY PRIORITIES

- Advance awareness and education about stomach cancer – with special interest in Hereditary Diffuse Gastric Cancer (HDGC)
- Establish and maintain a network of support for affected families
- Support research efforts for screening, early detection, treatment and prevention of stomach cancer
- Sustain a strong and high performing organization

Stomach Cancer Statistics

Stomach (gastric) cancer is the fourth most common cause of cancer worldwide, and the second leading cause of cancer deaths worldwide.

The American Cancer Society has estimated that 21,000 new cases of gastric cancer will be diagnosed in the United States in 2010, and that more than 10,000 Americans would die of gastric cancer during the year.

Gastric cancer is difficult to diagnose, it is often diagnosed at a late stage with a poor prognosis. The treatment for gastric cancer is surgery and chemotherapy.² The overall 5-year survival rate is 24.3%.

STOMACH CANCER SIGNS AND SYMPTOMS

Early stage stomach cancer rarely causes symptoms, making early detection very difficult. Stomach cancer may or may not present with vague gastrointestinal symptoms. These symptoms can also be associated with other gastrointestinal illnesses, however, and should be discussed with a doctor who can perform tests to determine the cause of the symptoms

Signs and symptoms of stomach cancer can include:

- Loss of appetite
- Unexplained weight loss
- Bloating
- Sense of fullness after eating small amounts of food (also called early satiety)
- Abdominal pain or vague discomfort in the abdomen, usually above the navel
- Heartburn, indigestion or ulcer-type symptoms
- Nausea
- Vomiting, with or without blood

The "Walk"

The No Stomach For Cancer® 2013 Walk is not an event that takes place on a designated course at a specific location with a start line, a set course, measured miles, and a finish line.

It is a day on which you are asked to wear an NSFC 2013 Walk shirt and wristband while you "walk the course" of your day – whatever this is for you, whatever you want it to be – and be part of a worldwide day dedicated to raising awareness for stomach cancer.

This year, a twist will be added. We will be incorporating the traditional celebration of Dia de los Muertos - which is celebrated on November 2nd.

We will ask participants to participate in the walk by supporting NSFC and help create awareness for stomach cancer by wearing the official NSFC W2013 Walk T Shirt, all while marching in traditional 'muerte' costume to honor those who we have lost not only to cancer, but for all those who are no longer with us.

The march will begin at memorial park and end Metro South Park where sponsors will be selling food to continue on the celebration. (TBD)



Registration

- Registration includes a 2013 Walk packet including: 2013 Walk t-shirt, 4 NSFC wristbands, 2 Stomach Cancer Awareness Month magnets and stomach cancer awareness cards, 1 food ticket the "post walk-after party"
- Registration August 1-September 31 \$45
- Youth shirts and registration \$30



*** Register by MON, SEPT 30 for guaranteed shipping of Walk packet in time for

Sponsorship/ Raising Funds (possibly)

Rely on Sponsorship Support for Funds to be donated to NSFC

Bronze Sponsor \$100

Name on Banner during procession

Name on promotional flyer

Silver Sponsor \$200

Name on Banner during Walk

Name on print promotion

Name on digital promotion

Gold Sponsor \$300

Name on All Press Releases, promotion, and coverage

Name on Banner During Walk

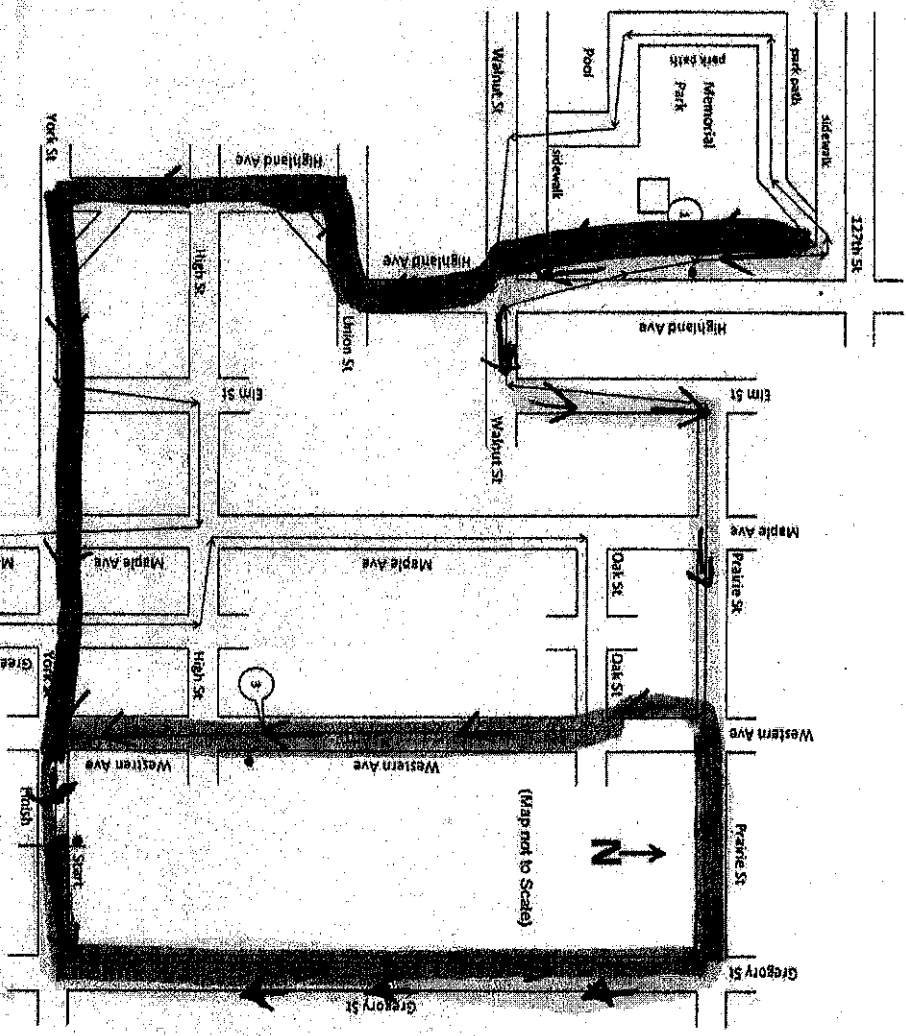
Opportunity to sell food on the 'post-walk afterparty'

Fundraising Goal: \$2,000

Blue Island

Blue Island, IL

- Route 1 (Short)
- Route 2 (Med)
- Route 3 (Long)



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

**ORDINANCE
NUMBER 2013-239**

**AN ORDINANCE RESCINDING HANDICAPPED PARKING
RESTRICTIONS ON A PORTION OF A CERTAIN STREET WITHIN
THE CITY OF BLUE ISLAND, COUNTY OF COOK AND
STATE OF ILLINOIS.**

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

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

Aldermen

ORDINANCE NO. 2013-239

**AN ORDINANCE RESCINDING HANDICAPPED
PARKING RESTRICTIONS ON A PORTION OF A CERTAIN STREET
WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK
AND STATE OF ILLINOIS**

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 the handicapped parking only restrictions presently in existence for the premises located at 2208 W. 123rd Street, Blue Island, Illinois, is hereby repealed and rescinded.

SECTION TWO

The Superintendent of Public Works shall remove all signs on the portion of the street for the property whose common address is 2208 W. 123rd Street, which restricts parking for handicapped parking only.

SECTION THREE

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

SECTION FOUR

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 24th day of September, 2013, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER-CHEATLE					
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 24th day of September, 2013.

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

ATTESTED and **Filed** in my office this
24th day of September, 2013.

CITY CLERK

PUBLISHED in pamphlet form this
24th day of September, 2013.

CITY CLERK

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

**ORDINANCE
NUMBER 2013-240**

**AN ORDINANCE APPROVING A PLAT OF SUBDIVISION FOR
THE JOHN LEWIS SUBDIVISION FOR THE PROPERTY LEGALLY
DESCRIBED IN THE PLAT ATTACHED TO THIS ORDINANCE.**

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

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

Aldermen

ORDINANCE NO. 2013-240

**AN ORDINANCE APPROVING A PLAT OF SUBDIVISION FOR
THE JOHN LEWIS SUBDIVISION FOR THE PROPERTY LEGALLY
DESCRIBED IN THE PLAT ATTACHED TO THIS ORDINANCE.**

WHEREAS, The Planning Commission of the City of Blue Island on August 21, 2013 approved the Plat of Subdivision for the real property commonly known as 2904 W 141st Place, Blue Island, Illinois as proposed by John Lewis; and

WHEREAS, The Plat of Subdivision needs to be executed and recorded with the Office of Recorder of Cook County, Illinois in order for the subdivision to proceed;

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

The John Lewis Subdivision legally described as:

The west 100 feet of the east 200 feet of the east 1/7th of the west 7/10th of the north half of the north 50 acres of the south half of the southwest quarter of Section 1, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

and being depicted on Exhibit "A" which is attached hereto, made a part hereof and incorporated herein by reference is hereby approved and accepted.

SECTION TWO

The Mayor and City Clerk are hereby authorized to execute the Plat of Subdivision attached hereto as Exhibit "A" and perform all acts and execute any and all documents necessary to effectuate this approval and acceptance of the Plat of Subdivision.

SECTION THREE

The City Clerk is hereby directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance and said plat.

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 24th day of September, 2013, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER-CHEATLE					
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 24th day of September, 2013.

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

ATTESTED and **Filed** in my office this
24th day of September, 2013.

CITY CLERK

PUBLISHED in pamphlet form this
24th day of September, 2013.

CITY CLERK



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

BUILDING & ZONING DEPARTMENT - STAFF REPORT

DATE: AUGUST 16, 2013
PROJECT: JOHN LEWIS SUBDIVISION
LOCATION: 2904 W 141ST PLACE
RE: CITY COUNCIL REPORT

Applicant: John Lewis

Owner: John Lewis

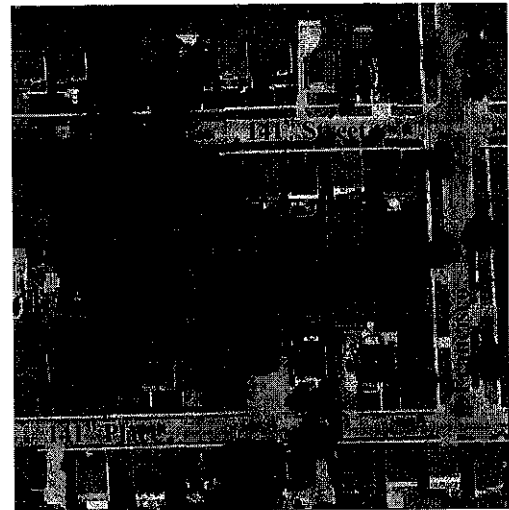
Location: 2904 W 141ST Pl

Zoning: R-1

Approved Use: Single Family Residential

Total Site Area: 0.8 acres

Surrounding Zoning: R-1



I. Project Description

The owners at 2904 W 141 Pl seek to subdivide their approx. 350' x 100' lot, with frontages on both 141st Street and 141st Place, into 3 lots. The property is improved with a 880 s.f. single family home. The existing improvement at 2904 W 141st Pl will remain on a single lot, with 2 new lots created along 141st Street.

II. Approvals Required

- A) Plan Commission: *approved at the August 21, 2013 regular meeting*
- B) City Council – Final Approval of Plat of Subdivision

III. Subdivision Standards

All proposed Lots meet the minimum requirements for lot area, width, and depth. In addition, the proposed subdivision does not create any non-conformities for the existing home (proposed Lot 3)

The subdivision ordinance allows City Council to approve variations to code. Standards are summarized below:

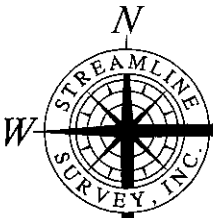
<i>Subdivision Standards</i>	<i>R-1</i>	<i>Lot 1</i>	<i>Lots 2 & 3</i>
Lot Area	4312.5 s.f.	17,544.4 s.f.	8777.2 s.f.
Lot Width	37.5 ft.	100 ft.	50 ft.
Lot Depth	115 ft.	175.55 ft.	175.55 ft.
<i>Zoning Standards</i>			
Front Yard	25 ft.	25 ft.	n/a
Side Yard	10 ft.	15 ft.; 55 ft.	n/a
Rear Yard	35 ft.	35 ft.	n/a
FAR	40%	5%	n/a

IV. Recommendation

Approval is recommended for the John Lewis Subdivision

V. Attachments

- A. John Lewis Subdivision - Preliminary Plat of Subdivision (February 05, 2013)
- B. Cook County Property Tax Portal



18148 S. MARTIN AVE. HOMEWOOD, IL 60430 708-1-SURVEY (478-7839) 708-478-4076 FAX

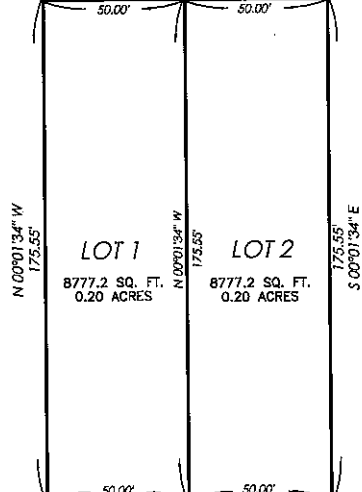
JOHN LEWIS SUBDIVISION PRELIMINARY PLAT

OF
THE WEST 100 FEET OF THE EAST 200 FEET OF THE EAST 1/7TH OF THE WEST 7/10TH OF THE NORTH HALF OF THE NORTH
50 ADRES OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

141ST STREET

NORTH LINE OF THE N. 1/2 OF THE N. 50 AC. OF THE SW 1/4 OF SEC. 1-36-13

HEREBY DEDICATED TO THE PUBLIC
S 89°53'24" E
100.00'



WEST LINE OF THE EAST 200
OF THE E. 1/2 OF THE WEST
7/10 OF THE N. 1/2 OF THE N.
50 AC. OF THE S. 1/2 OF THE
SW 1/4 OF SEC. 1-36-13

WEST LINE OF BLUE ISLAND
HIGHLANDS PHASE 2

N 00°01'34" W
175.55'

S 00°01'34" E
175.55'

141ST PLACE

SOUTH LINE OF THE N. 1/2 OF THE N. 50 AC. OF THE SW 1/4 OF SEC. 1-36-13

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

I, _____, COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT, GIVEN UNDER MY HAND AND SEAL OF THE COUNTY OF COOK, ILLINOIS, THIS _____ DAY OF _____ A. D. 20____.

COUNTY CLERK

OWNER'S CERTIFICATE:

I, _____ DO HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREIN AND THAT WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON.

DATED: _____ A. D. 20____

BY: _____ OWNER

STATE OF ILLINOIS
COUNTY OF COOK

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS PERSONALLY KNOWN TO ME, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED THE ANNEXED PLAT AS HIS OWN AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH ON BEHALF OF SUCH COMPANY.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____ DAY OF _____ A. D. 20____

NOTARY PUBLIC

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK } SS

THIS IS TO CERTIFY THAT I (WE), _____ AS OWNER OF THE PROPERTY DESCRIBED AS THE JOHN J. LEWIS SUBDIVISION AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH SAID SUBDIVISION IS SITUATED WITHIN:

ELEMENTARY SCHOOL DISTRICT NO. 132

HIGH SCHOOL DISTRICT NO. 218

COMMUNITY COLLEGE DISTRICT NO. 584

DATED THIS _____ DAY OF _____ A. D. 20____

BY: _____

STATE OF ILLINOIS
COUNTY OF COOK

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS PERSONALLY KNOWN TO ME, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED THE ANNEXED PLAT AS HIS OWN AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH ON BEHALF OF SUCH COMPANY.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____ DAY OF _____ A. D. 20____

NOTARY PUBLIC

FLOOD CERTIFICATION: (PER FEMA WEBSITE)

THE PROPERTY DESCRIBED ABOVE IS NOT IN A SPECIAL FLOOD HAZARD AREA.

FLOODWAY MAP: NA

FLOODWAY ON PROPERTY: NO

MAP USED: STATE MAP

COMMUNITY NAME: BLUE ISLAND, CITY OF

COMMUNITY ID: 170064

ITEM ID: 0269

MAP NUMBER: 170310029 J.

EFFECTIVE DATE: AUGUST 19, 2009

FLOOD ZONE: X

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

THE FOLLOWING DESCRIBED PROPERTY WAS SURVEYED AND RESUBDIVIDED BY STREAMLINE SURVEY, INC. UNDER THE SUPERVISION OF STEVEN G. MORRAN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, AND THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF:

THE WEST 100 FEET OF THE EAST 200 FEET OF THE EAST 1/7TH OF THE WEST 7/10TH OF THE NORTH HALF OF THE NORTH 50 ADRES OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

IN MY BEST OPINION, THE LAND IN THE ANNEXED LEGAL DESCRIPTION FALLS IN ZONE X AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 1703100295 WITH AN EFFECTIVE DATE OF AUG. 19, 2009 (PER FEMA WEBSITE).

GIVEN UNDER MY HAND AND SEAL AT CHICAGO, ILLINOIS, THIS _____ DAY OF _____ A. D. 20____.

BY: _____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 005-003493

LIC. EXPIRES 30 NOVEMBER 2014

SURFACE WATER STATEMENT

STATE OF ILLINOIS
COUNTY OF COOK } SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION/CONSOLIDATION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DISCHARGE OF SURFACE WATERS INTO PUBLIC OR PRIVATE AREAS AND/OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF SUBSTANTIAL DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____ A. D. 20____.

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION HAVE REVIEWED AND APPROVED THE PLAT OF SUBDIVISION IN CONFORMANCE WITH SUBDIVISION REGULATIONS.

DATED THIS _____ DAY OF _____ A. D. 20____

BY: _____ CHAIRMAN

SECRETARY

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK } SS

MY SIGNATURE, AS CITY ENGINEER FOR THE CITY OF BLUE ISLAND, ILLINOIS, CERTIFIES THAT THIS PLAT MEETS ALL THE REQUIREMENTS OF CITY ORDINANCES.

APPROVED THIS _____ DAY OF _____ A. D. 20____

CITY ENGINEER

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

APPROVED BY THE MAYOR OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS AS A HEARING THIS _____ DAY OF _____ A. D. 20____

MAYOR

CITY CLERK

RECORDER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK } SS

THIS INSTRUMENT FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THIS _____ DAY OF _____ A. D. 20____

COUNTY RECORDER

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

I FIND THAT NO TAXES, LIENS OR SPECIAL ASSESSMENTS ARE UNPAID AND DUE AGAINST THE LAND DESCRIBED HEREIN.

DATED THIS _____ DAY OF _____ 20____

BY: _____ CITY CLERK OF THE CITY OF BLUE ISLAND

ENGINEER

OWNER OR ATTORNEY



SCALE: 1" = 30'



02-05-2013
2904 141ST PL., BLUE ISLAND, IL
PIN# 28-D1-306-048

NOTE: IRON PIPES AT ALL LOT CORNERS

LOT AREA:

LOT 1 - 8,777.2 SQ. FT. (0.2 ACRES)

LOT 2 - 8,777.2 SQ. FT. (0.2 ACRES)

LOT 3 - 17,554.4 SQ. FT. (0.4 ACRES)

TOTAL AREA - 35,108.8 SQ. FT. (0.8 ACRES)

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

**ORDINANCE
NUMBER 2013-241**

**AN ORDINANCE REQUIRING VEHICULAR TRAFFIC TO STOP AT
CERTAIN LOCATIONS 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-CHEATLE	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	CHARISSA BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KEN PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

ORDINANCE NO. 2013-241

**AN ORDINANCE REQUIRING VEHICULAR TRAFFIC
TO STOP AT CERTAIN LOCATIONS WITHIN
THE CITY OF BLUE ISLAND, COUNTY OF COOK
AND STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR
THE VIOLATION THEREOF.**

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

SECTION ONE

For the purpose of this ordinance an intersection is defined as that portion of said streets lying within the prolongation of the lateral curb lines of each.

SECTION TWO

The operator of any vehicle proceeding on the streets and in the directions hereinafter designated, said streets being within the City of Blue Island, shall stop such vehicle at the stop signs hereinafter provided for before proceeding, except when directed to proceed by a police officer or as otherwise provided by law:

- (a) Southbound on Wood Street at its intersection with Oak Street.
- (b) Eastbound on Market Street at its intersection with Seeley Street.
- (c) Westbound on Market Street at its intersection with Seeley Street.

SECTION THREE

Appropriate traffic signs shall be erected by the Superintendent of Public Works at or near the intersection of said streets, informing the public that vehicular traffic traveling in the aforesaid directions must stop before said intersection.

SECTION FOUR

The operator of any vehicle violating or failing to comply with any provisions of this ordinance shall be fined not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

SECTION FIVE

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

SECTION SIX

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 24th day of September, 2013, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER-CHEATLE					
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 24th day of September, 2013.

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

ATTESTED and **Filed** in my office this
24th day of September, 2013.

CITY CLERK

PUBLISHED in pamphlet form this
24th day of September, 2013.

CITY CLERK

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

**ORDINANCE
NUMBER 2013-242**

**AN ORDINANCE REGULATING THE DIRECTION OF
VEHICULAR TRAFFIC ON A CERTAIN STREET LOCATED
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-CHEATLE	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	CHARISSA BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KEN PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

ORDINANCE NO. 2013-242

**AN ORDINANCE REGULATING THE DIRECTION OF
VEHICULAR TRAFFIC ON A CERTAIN STREET
LOCATED WITHIN THE CITY OF BLUE ISLAND,
COUNTY OF COOK, STATE OF ILLINOIS, AND
PROVIDING PENALTIES FOR THE VIOLATION THEREOF**

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

SECTION ONE

Vehicular traffic traveling on Chicago Street between Broadway Avenue on the north and Market Street on the south shall travel in a southerly direction only. All vehicular traffic traveling in a northerly direction on said street shall be prohibited.

SECTION TWO

It shall be unlawful to operate any vehicle on the street described above in any direction other than that permitted.

SECTION THREE

The Superintendent of Public Works shall erect suitable signs informing the public of the direction of vehicular traffic.

SECTION FOUR

The operator of any vehicle violating or failing to comply with the provisions of this ordinance shall, upon conviction thereof, be fined not less than Twenty-Five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00) for each offense.

SECTION FIVE

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

SECTION SIX

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 24th day of September, 2013, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER-CHEATLE					
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 24th day of September, 2013.

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

ATTESTED and **Filed** in my office this
24th day of September, 2013.

CITY CLERK

PUBLISHED in pamphlet form this
24th day of September, 2013.

CITY CLERK

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

**ORDINANCE
NUMBER 2013-243**

**AN ORDINANCE PROHIBITING PARKING UPON A PORTION OF
A CERTAIN STREET 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-CHEATLE	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	CHARISSA BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KEN PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

ORDINANCE NO. 2013-243

**AN ORDINANCE PROHIBITING PARKING UPON A
PORTION OF A CERTAIN STREET WITHIN
THE CITY OF BLUE ISLAND, COUNTY OF COOK,
STATE OF ILLINOIS, AND PROVIDING PENALTIES
FOR THE VIOLATION THEREOF**

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

SECTION ONE

The word "park" shall mean the standing of a vehicle, whether occupied or not, otherwise than when temporarily and actually engaged in loading or unloading of merchandise, property or passengers, and except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer or traffic control signal or device.

SECTION TWO

It shall be unlawful for the operator of any vehicle to park said vehicle on that portion of the following street, within the City of Blue Island, as hereinafter designated:

On the east side of Chicago Street from the point on the north where it intersects with Broadway Avenue to a point on the south where it intersects with Market Street.

SECTION THREE

Appropriate signs shall be erected by the Superintendent of Public Works informing the public that parking thereon is prohibited as hereinabove provided.

SECTION FOUR

The operator of any vehicle violating or failing to comply with the provisions of this ordinance shall upon conviction thereof be fined not less than Fifty Dollars (\$50.00) nor more

than Two Hundred Fifty Dollars (\$250.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

SECTION FIVE

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

SECTION SIX

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 24th day of September, 2013, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER-CHEATLE					
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 24th day of September, 2013.

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

ATTESTED and **Filed** in my office this
24th day of September, 2013.

CITY CLERK

PUBLISHED in pamphlet form this
24th day of September, 2013.

CITY CLERK

Purchase Agreement

Date: September 20, 2013
Expiration Date: October 31, 2013
Contract Number: REP-872-BLU

This Agreement between the City of Blue Island of 13051 Greenwood Avenue, Blue Island, IL 60406 ("Purchaser") and N. Harris Computer Corporation of 1850 W. Winchester Road, #209, Libertyville, IL 60048 ("Harris") confirms the purchase of the following licensed software products and services:

Software Products		
Product Name	Price	Annual Maintenance & Support Fee
SmartFusion Financial Software - Hosted Solution		
SmartFusion Software Subscription Fee - Accounts Payable, Bank Reconciliation, Cashiering, General Ledger, Permitting, Purchasing, Utility Billing, Work Orders for UB, SmartQuery for 2 users	\$1,700 / Monthly Fee	\$20,400
SmartFusion Hosting Fee - 20 users	\$400 / Monthly Fee	\$4,800
Total Software Subscription, Hosting, & Maintenance and Support Fee		\$25,200

Hardware Products		
Product Name	Price	Annual Maintenance & Support Fee
No Hardware is included in this Purchase Agreement		
Totals Hardware and Total Annual Maintenance & Support:		

Professional Services			
Description		Rate	Estimated Cost
Onsite Training / Data Review - travel expenses will be invoiced as incurred	13 Days	\$1,050	\$13,650
Project Management - travel expenses will be invoiced as incurred		\$2,350	\$2,350
Installation of SmartFusion Software on Harris Server - remote		\$2,500	\$2,500
Data Conversion from IDC - AP Master File, AP Check History File, GL Master File, UB Master File, UB History File		\$15,450	\$15,450
Illinois ePay Interface for payments			\$500
SENSUS Hand Held Interface for SmartFusion Utility Billing		\$1,750	\$1,750
Outsource UB printing & notice printing to Third Millennium		\$2,000	\$2,000
PROGRAM: R&E inquiry drill down to posted journals in SmartFusion General Ledger		NC	NC
Total Professional Services:			\$38,200

¹ Immediately thereafter the 1st Years Annual Maintenance Fee period, subsequent Annual Maintenance Fees will be calculated at the then current Harris rate

² All charges are exclusive of out of pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

³ Additional data not listed must be manually loaded by Purchaser. All conversion numbers are estimates based on the daily rate of \$1,050 and assume current vendor will provide non-proprietary flat files for both test and live data conversion.

Total Professional Services: \$38,200

Annual Subscription, Hosting & Maintenance and Support: \$25,200

State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt a valid Tax Exemption Certificate must be provided with this signed Contract in order to avoid taxable billings.

AGREEMENT TERMS AND CONDITIONS:

1. Definition

a. Software Applications. "Software Applications" are the computer programs explicitly listed above in the section titled "Software Products" and those indicated using initials by the Purchaser in the section titled "Software Options", if included.

2. Payment Terms:

Order will be processed with the return of signed contract and an initial payment of 50% of the total professional services as outlined above. Orders will not be processed until both of these two requirements are satisfied.

Quarterly payments will be invoiced the month prior to the start of the quarter.

Professional Services and any applicable travel and lodging expenses shall be billed monthly as the work is performed.

State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt, a Tax Exemption Certificate must be provided with this signed Contract.

3. Delivery Media Type: Software is available in a hosted environment.

4. Delivery Schedule:

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

5. Data Conversion:

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical utility billing conversion includes information such as names, addresses, phone numbers, and services. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can an accurate conversion cost can be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by Harris. File layouts must include:

- | | | |
|---------------|----------------|------------------------------------|
| * Record size | * Field length | * Field starting and ending points |
| * Field name | * Field type | * Data field description |

Where ever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

6. Maintenance and Support Fees:

Maintenance, Hosting and Support fees ("MHSF") include all program updates, enhancements and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MHSF does not include fees for any third party licenses or Harris services that may be necessary to perform a third party license upgrade. MHSF also includes access to the Harris support hot line.

The maintenance, hosting and support fees are included in the quarterly software usages fees and will commence as per the Implementation Plan. Harris reserves the right to change maintenance and support fees from time to time. Any additional Software purchases will increase the MHSF fees and vary by module.

Lapses in annual MHSF will be monitored and will lead to denial of support, upgrade privileges and termination of access. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MHSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MHSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

7. Additional Customization(s):

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$150.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Ten percent of any fees associated with any customization services will automatically be added to the Purchaser's MHSF.

8. Forms:

Purchaser agrees to use standard forms unless otherwise indicated. If purchaser does not order forms from Harris, forms must be approved by Harris Project Manager (named below in Section 14) before ordering. A Change Order may be issued to purchaser by Harris for any report modifications, which will be billed at a rate of one hundred-fifty dollars (\$150) per hour.

9. Professional Services:

Additional professional services are available on-site or via the telephone. Telephone work is billed at \$150.00 per hour. On-site work is billed at \$1,050.00 per day plus travel, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday, there is a \$250 surcharge.

Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

10. Travel and Lodging Expenses:

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When an employee is at or traveling to the Purchaser's offices, fifty dollars (\$50) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred dollars (\$100) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

11. Performance by Customer

(a) Co-operation by Purchaser -- The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

(b) Required Programs. The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.

(c) Project Manager -- The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

12. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a

particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MHSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third party manufacturer and Harris is reselling it to Customer. As such, Customer makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

13. Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim or demand by any third party, except a claim for patent or copyright infringement with respect to Licensed Software.

14. Change Order Process

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: _____ Title: _____

Name: _____ Title: _____

The following individuals are authorized to sign off on change orders on Harris's behalf:

September Mattson	Professional Services Manager
Christian Hoch	Professional Services Manager
Jennifer Hartley	Professional Services Manager
Ruth Niermeyer	Vice President of Sales
Burt Lancaster	Vice President of Professional Services

15. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement. If Software is delivered as a service, Purchaser must pay all software service fees remaining in the contract period.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

16. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of New York. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of New York in any dispute arising out of or related to this agreement.

17. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

Purchaser: **City of Blue Island, IL**

By: _____ Date: _____

Title: _____

Purchaser's Project Leader:	
Contact Name:	Matt Anastasia
Contact Title:	Finance Director
E-mail address:	manastasia@cityofblueisland.org
Phone #:	708-396-7066
Fax#:	

Purchaser's Billing Department Information:	
Billing Address:	_____

Accounts Payable Contact:	_____
E-mail address:	_____
Phone & Fax #:	_____
Alternate Contact:	_____

Proposal Prepared By: Richard Plese Sales Order #: 13210