



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
September 9, 2014

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

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Presentation of Journal of Proceedings**

Motion to approve minutes from Special Meeting held August 23, 2014

Motion to approve minutes from August 26, 2014

5. **Public Comment**

THE MAYOR AND CITY COUNCIL WELCOME YOU AS OBSERVERS TO THIS PUBLIC MEETING. YOU ARE REMINDED THIS MEETING IS FOR THE DELIBERATIONS OF THE MAYOR AND COUNCIL REGARDING CITY BUSINESS AND GOVERNANCE. IF YOU INTEND TO SPEAK, PLEASE LIMIT YOUR COMMENTS TO THIS EVENING'S BUSINESS. ONCE RECOGNIZED BY THE MAYOR, PLEASE APPROACH THE PODIUM, ANNOUNCE YOUR NAME AND ADDRESS AND DIRECT YOUR COMMENTS TO THE MAYOR AND CITY COUNCIL MEMBERS. IF YOUR COMMENTS REQUIRE A RESPONSE, THEY MAY BE FORWARDED TO THE APPROPRIATE PERSON FOR FOLLOW-UP.

6. **Report of City Officials/Presentations/Resolutions**

- Mayor:
1. CFD Captain Bob Martin to present Illinois Safe Haven signs in Spanish to the City.
 2. Proclamation – Constitution Week 2014

Bids:

- City Clerk:
1. Motion to approve a request from the Blue Island Untouchables to have their Homecoming Parade on Sunday, September 28th starting at 9:00 a.m. from the parking lot at Hart Park on Western and Orchard.
 2. Motion to approve a request from Regina Redd to have a block party between Sacramento and California on 142nd Place on Saturday, September 20, 2014, from 8:00 a.m. until 9:00 p.m.

City Treasurer: 1. Monthly Treasurer's Report

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 29, 2014 for \$359,444.57
 2. Approval of Accounts Payable – September 3, 2014 for \$549,852.39
 3. Committee Reports and Recommendations as presented
 4. 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 Construction and Perpetual Maintenance of the Blue Island Green Infrastructure Project and Execution of Tax Exemption Certificate and Agreement.

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 SPECIAL MEETING
AUGUST 23, 2014**

CALL TO ORDER

The special meeting of the City Council of the City of Blue Island was called to order by Mayor Vargas at 9:00 a.m. on August 23, 2014.

ROLL CALL

Roll Call indicates the following:

Present: 8 Ald. Hawley, Vieyra, Rita, Stone, Carr,
Ostling, Thompson, Johanson

Absent: 6 Ald. Buckner, Bilotto, Donahue, Pittman,
Johnson, Frausto

Present Also: Randy Heuser, City Clerk
 Carmine Bilotto, City Treasurer
 John Rita, Director
 Robert Houlf, Director
 Matt Anastasia, Director
 Jason Berry, Deputy Director

CLERK'S OFFICE

Clerk Heuser updated the council about the water bill software transition, vehicle sticker sales and website status. We will be looking at business license software update instead of using Microsoft Works.

TREASURER'S OFFICE

Treasurer Bilotto stated that the audit is in progress; we've made a lot of progress but didn't quite break even last year. We will probably be looking at a smaller TAW later this year.

DIRECTOR RITA

Fire Department has hired two firefighters to get us up to full staffing. Police Department has been busy with recent criminal activities. Elderly Services program has started for Blue Island and the surrounding communities similar to PLOWS. Building Department is enforcing Property Maintenance Code and issuing citations. Status of Recreation Center possession.

DIRECTOR HOULF

Update on flooding, MWRD meeting will be scheduled for mid-September. Public Works is down two drivers but are working to get

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all scheduled work completed in a timely fashion. E-Waste will no longer be free. As part of our contract with Allied Waste, they charge us for leaf pickup. This year, we will no longer use leaf vacuum to pick up leaves. Division Street Bridge SHOULD be open in summer 2016. Golf Course needs a lift station near the Maintenance Garage.

DIRECTOR ANASTASIA Schedule of Citywide events for 2014/15 was discussed. Cal-Sag trail construction in Blue Island should start spring 2015. Employee handbook has been rolled out. Intra-fund resolution to transfer between funds was discussed. Grant writer position is still posted. Contract negotiations are well underway.

DEPUTY DIRECTOR BERRY 119th St & Vincennes status. MWRD rain barrel program for the city was discussed as well as the green infrastructure grant implementation along Washington Street. Jewel property at 127th & Vincennes development, 2-way Western Avenue status was discussed. IDOT is deemed the project as “reasonable and feasible” but we have to find a way to fund it. The concept of a Business District sales tax was explained. City wide parking issues were discussed. Comprehensive Plan improvements were highlighted. Kline’s Department Store possibilities, impending sale of Great Lakes Bank and the possibility of another vacant property at Vermont & Western, High Speed Rail stop in Blue Island, Rowing Center @ Faye’s Point feasibility study, MWRD leased land possibilities. We were selected as a STAR community because of what we are doing to become a sustainable community. We will be getting help with a Capital Improvement Program from CMAP. Work that needs to be done on a Master Plan for the entire City of Blue Island. Land Use Plan needs to be developed to create updated Use Table for Zoning.

“Next Steps” were discussed for all standing Committees to get involved, setting priorities and working on a Master Plan for the City of Blue Island.

ADJOURNMENT

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

Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 11:55 a.m.

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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 Vargas, Mayor

**JOURNAL OF PROCEEDINGS OF THE MEETING
AUGUST 26, 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 26, 2014.

PLEDGE OF ALLEGIANCE

ROLL CALL

Roll Call indicates the following:

Present: 12 Ald. Hawley, Vieyra, Bilotto, Donahue,
Stone, Carr, Ostling, Pittman, Johnson,
Frausto, Thompson, Johanson (7:06)

Absent: 2 Ald. Rita, Buckner

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

JOURNAL OF PROCEEDING

Moved by Ald. Stone, second by Ald. Pittman the Journal of Proceedings of the Regular Meeting on August 12, 2014 is accepted as printed.

Ayes: 11 Hawley, Vieyra, Bilotto, Donahue, Stone,
Carr, Ostling, Pittman, Johnson, Frausto,
Thompson

Nays: 0

Absent: 3 Rita, Johanson, Buckner

Abstain: 0

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

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

Carol DePace-Green, 2731 Orchard St, stated there was not a quorum at the last JAWA meeting to vote Blue Island out of the JAWA and so it remains a participant. She asked that any projects that are voted on for all the information to be seriously considered. Ms. DePace-Green stated that at the special meeting there was discussion regarding opening a medical marijuana site in Blue Island. She asked that they make sure not to put it in a residential neighborhood.

The Mayor thanked Ms. DePace-Green for her comments.

Allan Stevo, 2324 Union St, stated that he would like to remind council Raines he pays for her salary. He invited Ms. Raines to work with him, not against him. Mr. Stevo stated that the Journal of Proceedings for August 12 was not complete; it did not include his comments about Emmanuel Walsh who claims to be the city attorney for Blue Island. He requested that be placed in the Journal of Proceedings for August 12, 2014. Mr. Stevo stated there is money available and asked to get the job done regarding flooding issues. Mr. Stevo asked if the forensic audit from John Kasperek had been received yet.

The Mayor stated they are still working on it.

Mr. Stevo stated the city treasurer continues to refuse to place the total debt on the monthly treasurer's report. He asked why extra copies of the financial report, accounts payable, and payroll are not made available to the residents so they can peruse them.

Mr. Stevo asked if Richard Marston, PR consultant, lived in Blue Island.

The Mayor state he did not.

Mr. Stevo asked if Lindsay Dahlke lived in Blue Island.

The Mayor stated she did.

Mr. Stevo stated Blue Island people really need to be hired first.

Ronald Young, 12440 Maple Ave, stated he attended a meeting of information for the city council and was pleased to hear good discussion and people participating in the future of this community. He hopes it continues on a regular basis. He urged council to get someone to Thursday's JAWA meeting and get Blue Island out of that organization.

REPORT OF CITY OFFICIALS

MAYOR:

The Mayor appointed Father Kenneth Carlson as Public Health and Safety Chaplain

Ald. Thompson congratulated the Jackie Robinson West Little League.

Ald. Johnson asked that it be looked into if NFP entities are not contributing to the community then their NFP status should be removed.

Ald. Frausto asked about the status of the codification.

Council answered it is in the final stages.

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BIDS: No Bids.

CITY CLERK: Motion by Ald. Ostling, second by Ald. Thompson 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.

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

Nays: 0

Absent: 2 Rita, Buckner

Abstain: 0

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

CITY TREASURER: No business.

CITY ATTORNEY: No business.

COMMITTEE REPORTS

Community Development– Ald. Hawley, Chairman

Community Development Committee Report for Meeting on August , 2014

The meeting was called to order at 7:04 pm

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

Also Present: Treasurer Bilotto, Clerk Heuser, Nicholas Crite, Supervisor of Buildings, Jason Berry, Planning and Community Development, Mary Poulsen, Marketing Director, Mark Miller, Project Coordinator and resident Dave Helsely

Mr. Helsely came up to ask why he needs to pay for three toters for garbage for his 3-Flat when there are only three people living in the whole building and they only use one of large toters. It was explained to him that there is an ordinance on the books from 1966 which was amended in 1986 that clearly states that there must be one garbage can per unit which, therefore, would mean

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there should be three garbage cans for the property. He is able to arrange for his own garbage pickup. Clerk Heuser spoke with City Attorney Raines and she said it is based on the number of units in a building, not on the amount of garbage. After much discussion, Jason and Nic will look into it a little more and see if there is anything that can be done, but at this point it looks like he will need to continue to be charged for three garbage cans.

Old Business:

Ald. Ostling asked about the Hookah Lounge that is opening on Vermont St. Mr. Berry stated it is a permitted use and there is nothing that can be done to stop the business from opening. We can look at tobacco use when we look at revising the Use Table for the Zoning Code which we will start looking at at our next meeting. Possibly making it a Special Use Permit needed type of business.

Ald. Ostling and Vieyra asked about the Jewelry Store that was approved that is now hanging clothes outside on the street. Per Mr. Berry, we have a retail business license and it isn't specific as to what they can and cannot sell. He believes it's mostly a presentation problem, which they are starting to address now.

Ald. Frausto wanted to check on the property on Broadway. Mr. Crite said he has been over there in the past couple of weeks. Ald. Frausto said it is a single family home that is operating a business with heavy equipment going on the streets, etc.

Ald. Hawley and Ald. Frausto are working with Mr. Berry on a "Welcome" sign to the Olde Western Business District.

New Business:

Elite Marketing Group was not present to present their plan. It was moved by Ald. Ostling and seconded by Ald. Vieyra to table their license approval to next month.

The committee then reviewed the Building Department report for June.

PLAN COMMISSION AGENDA ITEMS

The Plan Commission will be starting to look at and make recommendations on the Use Table in the Zoning Code.

ZONING BOARD OF APPEALS AGENDA ITEMS

The application for the variation of the property lot line at 12851 Clinton to allow for the construction of an addition to the home within the rear yard of the property was tabled.

APPROVED BUSINESS LICENSES

Cardinal Design, Inc. (Received: 07 28 2014) 13636 Western Ave #301A/302A.

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The business as presented is MANUFACTURING facility for clothing and accessories located in the I-2: General Industry District. Business has passed all necessary inspections.

Community Development Institute Head Start (Received: 07 28 2014) 2519 Grove St.
The business as presented is HEAD START (CHILD CARE FACILITY) located in the C-1: Central Area Commercial District; the business license represents a change of ownership. Business has passed all necessary inspections.

Latin Rhythm Lounge 13308 Olde Western Ave.
The business as presented is a FULL SERVICE: EATING AND DRINKING ESTABLISHMENT (Latin food and liquor restaurant) located in the U-TOD: Uptown Transit Oriented Development District. Business has passed all necessary inspections.

Micro Tech Envios, Inc. 2115 Vermont St.
The business as presented is a PERSONAL SERVICE ESTABLISHMENT located in the U-TOD: Uptown Transit Oriented Development District provides services for money wiring, bill payment, internet service and computer repair. Business has passed all necessary inspections

Old Town Barbershop 12352 Western Ave.
The business as presented is a PERSONAL SERVICE ESTABLISHMENT: BARBERSHOP located in the C-2: Highway Commercial District. Business has passed all necessary inspections.

PENDING BUSINESS LICENSES

Affordable Recovery Housing: (Received: 07 30 2014) 13811 Western Ave.
The business as presented is a SMALL SCALE RECOVERY HOME located in the R-1: Single Family Residential District. Facility will house a maximum of 16 residents per building. The organization will be utilizing Buildings A, C and D. Inspections have been conducted, however, reports have not been finalized as of the date of this report. Applicant will need to apply for zoning relief.

Blue Island Beer Company: 13357 S Olde Western Ave
The business as presented is a MANUFACTURING (ARTISAN) use which will consist of brewery manufacturing of beer for wholesale distribution and retail sales in taproom located in the U-TOD: Uptown Transit Oriented Development District. The owner will be performing a building out of the space. The business received special use approval from the Plan Commission and Zoning Board of Appeals on April 16, 2014 and June 16, 2014, respectively. Construction plans have been approved and the owner will receive permits once all fees are paid.

The BoCa Bar: 12748 Western Ave
The business as presented is an EATING AND DRINKING ESTABLISHMENT (bar and lounge) located in the C-1: Central Area Commercial District.

Genesis Refinish, Inc.: (Received: 07 14 2014) 12032 Western Ave
The business as presented is a RETAIL SERVICE ESTABLISHMENT (Automotive Restoration Supplies) located in the C-2: Highway Commercial District. All inspections have been conducted

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and approved; however, the applicant was contacted on July 30, 2014 to complete blank portions of the application.

Iona's On the Blu: (Received: 07 22 2014) 12452 Western Ave

The business as presented is a FULL SERVICE RESTAURANT located in the C-2: Highway Commercial District. Inspections have been completed and a punch list of items outstanding has been given to the applicant for completion.

It Takes a Village: 1843 Oak St

The home business as presented is a HOME DAY CARE located in the R-1: Single Family Residential District. Per the zoning ordinance as written this is a permitted business and must comply with the rules as established by the Illinois Department of Children and Family Services. As of the date of this report, the owner has not received authorization to from the Department of Children and Family Services to open.

Scrap Metal Services, LLC: 3000 W 139th St

The business as presented is WAREHOUSE FACILITY FOR STORAGE OF SCRAP MATERIAL located in the I-2: General Industry District. They are a brokerage firm for recycling of scrap material. All items would be kept inside a warehouse. As of the date of this report no inspections have been scheduled.

Tobacco Town 2, Inc.: (Received: 07 28 2014) 12832 Western Ave

The business as presented is a RETAIL ESTABLISHMENT (tobacco) located in the C-1: Central Area Commercial District. Upon inspection of the building a structural integrity letter has been requested from a licensed structural engineering.

Mr. Crite presented the Building Department report for July 2014. Their revenues for July 2014 were \$90,460.10. Their total revenues for this Fiscal Year beginning May 1, 2014 are \$160,985.95, for the year starting January 1, 2014, revenues are \$268,832.63.

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	July 2014 Activity		Year to Date	
	QTY	Revenue	QTY	Revenue
Building Permits	102	\$ 63,649.10	505	\$ 116,839.71
Plumbing Permits	5	\$ 1,721.00	61	\$ 8,216.00
Electrical Permits	7	\$ 3,805.00	72	\$ 14,020.00
Penalties	10	\$ 875.00	33	\$ 3,475.00
Stop Work Orders	9		55	\$ -
Apartment Inspections	32	\$ 1,625.00	175	\$ 8,380.00
Residential Inspections	24	\$ 2,510.00	157	\$ 17,565.00
Commercial Inspections	13	\$ -	29	\$ -
Health/License Inspections	21	\$ -	174	\$ -
Elevator Inspections	0	\$ -	25	\$ 3,264.00
Not Approved for Occupancy	8	\$ -	92	\$ -
Code Violations (Door Tags)	169	\$ -	803	\$ -
Court Summons Issued	165	\$ -	166	\$ -
Housing Court Payments	5	\$ 250.00	13	\$ 800.00
Vacant Properties Registered	15	\$ 3,000.00	91	\$ 18,300.00
Vacant Properties Inspected	13	\$ 6,500.00	62	\$ 30,900.00
Contractor Registrations	34	\$ 3,400.00	217	\$ 21,815.00
Street Openings	0	\$ -	3	\$ 775.00
Parkway Openings	0	\$ -	2	\$ 400.00
Misc/Wrecking	18	\$ 2,790.00	102	\$ 22,405.00
Sewer Permit	0	\$ -	0	\$ -
Board-Up	0	\$ -	2	\$ 355.42
Garage Sale	67	\$ 335.00	167	\$ 835.00
Business Licenses Issued			0	\$ -
Zoning	0	\$ -	2	\$ 487.50
Total		\$ 90,460.10		\$ 268,832.63

There were two large permits in July, one was for the AT&T Roof repair and for the Oak Street Health facility for construction.

Mr. Crite is hoping that the Building Department will pay for itself this year.

Mr. Crite said they have 163 violations coming to Housing Court the next day. The Police Department has been writing violation notices along with the Building Department in the hopes to improve the look of properties. So far in September, they have issued 113 citations.

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	<u>July 2014 Activity</u>	<u>Year to Date</u>
Apartment Inspections	71	367
Note: Apartment Inspections are inclusive of initial and any subsequent follow-up inspections needs to ensure compliance with adopted codes and ordinances.		
Residential Inspections	48	197
Note: Residential Inspections are inclusive of initial and any subsequent follow-up inspections needs to ensure compliance with adopted codes and ordinances.		
Letter of Conditions	0	0
Demand Notices	3	18
Complaints Checked	61	280
Notice of Christmas Decorations	0	123

Mark Miller reported that a condo unit at 2336 Union was donated to the Land Bank and they will pay the taxes and rehab it to sell it. They are also discussing vacant properties at Deer Pointe for the Land Bank to take over and develop.

He is working with IDOT on Vincennes and taking it down to one lane in each direction and adding parking. The traffic numbers are being looked at now. It looks like they are OK.

The closed Gas Station at Western and Lewis has been having some testing done on the property to see what would need to be done to build on the property. Anything happening on that property is still two to three years away.

The Francisco Bridge project is supposed to be complete September 1st. He has heard nothing about any delays to the opening.

The sidewalk at 127th and Western is in bad shape. The estimated cost to repair is \$25,000 to \$30,000.

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119th St site, they are waiting to hear from the IEPA as to what our next steps will be. We are looking to get control of the abandoned properties on Vincennes to tear them down. The City should have control of the properties in early 2016.

There is a meeting with developers for the Jewel property scheduled the next day. They will find out more at that meeting. Mr. Berry said they would like to demolish the building, put in a gas station with a 10,000 sq ft Convenience Store and possibly a restaurant. This development will be a Planned Development and will need to follow that process which will be similar to a Special Use. It will go to the Plan Commission and City Council. That way, we will have more say on the final design and layout of the property. The site is too small for a typical suburban grocery store. Mariano's wants 5 acres, Jewel property is 3.5 acres. The Menards and Meijer site on Western in Evergreen Park is a 47 acre site. It will be hard to see that property go, but, on the bright side, it will return the site to being productive and will generate sales tax revenue. Clerk Heuser said they are expecting \$2,000,000 in sales annually from that location.

Lastly, they met with CSX last Friday. They spent 2 hours with a representative. They spoke to them about the flooding, stopped trains, cisterns, the block they tore down, the horns and squeaky wheels were all addressed. They are expecting to hear something.

Mary Poulsen talked about what she is working on. The Cal-Sag Trail had groundbreaking on the western end of the trail on June 7th and will be complete in October. They will be breaking ground on the east side of the trail starting at Ashland and going east (Blue Island portion and the Cook County Forest Preserve) in the spring of 2015 and from Ashland west to Kedzie will be complete in 2016 followed by those communities east of the Forest Preserve in 2017. We are getting \$1.2 million from IDNR for the eastern communities to help pay for their share. Ald. Vieyra asked who will be responsible for maintaining the trail? She said it will be each municipality's responsibility to maintain it. So it will be Blue Island Public Works and Police. We are fortunate because much of the trail in Blue Island is in active areas and should be safe and easily maintained. They are looking to move the rehabilitation of Chatham St. bridge for the Cal-Sag Trail into 2015. The letting will take place in the Spring. All signage has been designed and produced.

Events coming yet this year include two more Cruise Nights, possibly a Theatre Hike event, there will Haunted Halls at Eisenhower, the Christmas Light Parade and Rock Around the Clock. They will be working on a brochure for 2015 to get sponsorships. She is working on Christmas decorations, what is possible, etc. She will bring that to the next meeting.

IDOT wants to use a portion of the property we lease from MWRD for use on the construction of the Western Ave. bridge. It's a 5 year lease. Mark is going to be talking with them.

The Chicago Rowing Foundation is coming to Blue Island. They want to start a Rowing Club in Blue Island. There are a number of repairs that need to be done first and they are hoping to

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launch it in the Spring of 2015. It will cost \$7,000 and they are looking into ways to raise the money.

Discussion on Valet Parking Ordinance. This is an ordinance setting up the structure to allow a valet business license in Blue Island to allow local businesses to contract with a Valet Service. It amends the Business License Ordinance to establish a type of Business License to allow for Valet Service. The licensee would have to apply and pay for a license. The application would specify where the transfer zone would be set up, where they are going to park the cars, the number of spaces they will require, the circulation route, the hours of operation and they would need to include a copy of any lease they have signed with a business and they also would need to show proof of insurance. It would also indemnify the City from any liability. One question is how much to charge for this license. The Community Development Committee would be charged with revoking a license or changing a Transfer Zone. There are four public lots that would be OK to park in and the Valet Service could contract with private businesses that meet certain conditions. Cars would be marked as being Valeted, the public would still be able to park there. They would be able to use up to a certain number of spaces in a public lot. The Valet Company would pay per business location. Discussion on the price of the license occurred. Ald. Frausto asked if there is a way for the City to say they aren't able to use a lot if there are problems. Mr. Berry said he would add something. Ald. Bilotto asked about limiting the number of businesses who could offer a Valet Service. Mr. Berry said we could, but he didn't think that would be necessary. Ald. Hawley asked about the Operators License Escrow language at the end. Mr. Berry said he was going to remove that section as he didn't feel as though it was something the City was set up to do. Ald. Ostling moved to approve the ordinance and send it to City Council for consideration. Ald. Frausto seconded. All were in favor. Motion passed. Ald. Thompson asked if it should go to Finance. Mr. Berry said he would put it together, email it to the Committee Chairs and then if they want it to go to their Committee, they can request it to go there.

Discussion on Property Maintenance Code Amendment. This has come out of discussions with Aldermen about problems mainly with garbage. This is for initial feedback. Ald. Hawley asked about if they were cited 5 times in a 3 month period, they would recommend an additional toter and be charged for that. Mr. Crite said if they go down and tag one day, they would follow up the next and if it wasn't rectified, they would tag again, so it's possible they could get to 5 times within 5 days if no one does anything to fix the situation. This came about because of problems with overflowing garbage cans. The ordinance also has a clause to allow toters to be out no earlier than 4 pm the day before garbage day and brought in no later than midnight the day of garbage day. Ald. Thompson asked what if they didn't pick up the garbage on garbage day. She says this happens fairly often. She doesn't want to have to bring the garbage can back in and then put it back out. Ald. Frausto said residents can call Republic directly if they are missed and they generally will come out the same day. Something may be able to be added to allow for that. The ordinance also states that PODS could not be stored on the streets at all and are for a 30 day

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period in the front of the property, which may be extended. If anyone has any other issues in their ward that aren't addressed in the current Property Maintenance Ordinance or this amendment, to email Mr. Crite with those items. Ald. Frausto asked about blocking street sewers by residents in the hopes of not getting water in their basement. Mr. Crite said he would check with Director Houlf about that and that may need to be a separate ordinance.

Discussion on the Ordinance Regulating the Parking of Motor Vehicles in the City of Blue Island. Mr. Berry asked about the hour limitation. Is 2 am to 6 am OK? There is an exception along Western that gives a little more time. It also provides for overnight parking permits. There is currently a limit of 5 per year per resident. Maybe make it 7 or 9 in case someone is staying for a week. If someone needs a care giver, if they are licensed, they are exempt. If someone stays longer, you can get a special permit for that longer period. Discussion about where to go to get this longer period, it was decided to have the resident make arrangements with the Police Department. There's also a clause that makes Landlords put in a clause in their leases informing the tenants that there are these restrictions so that they get a City sticker. Ald. Hawley said the clause says if it's not in there, the lease is voidable. That will be taken out, but the requirement to have it in the lease will stay. Ald. Hawley commented on the clause that says no vehicle without a City Sticker cannot be parked for a period of more than 15 minutes. He said that would effectively make the ordinance unenforceable. Mr. Berry said it could be taken out and if it proves to be a problem, we could amend it.

There was also discussion about the language to authorize no parking on one side or both sides of streets that are narrower than 20' or 30'. Ald. Hawley asked about a process for this to happen. Do the residents need to petition and have over 50% agree to this or just Public Works has the authority to do it? Ald. Vieyra asked about it coming to City Council for approval. Maybe it should need to be an ordinance and should go through the Municipal Services Committee. Ald. Carr said it should go to the residents of the block. Mr. Berry said maybe it should be deleted. Ald. Vieyra asked about vehicles that sit on the streets for long periods of time. Ald. Thompson talked about a truck that was registered to the City of Chicago that was parked on Longwood for a long period of time and it was finally ticketed and removed. Those situations would be covered by this ordinance. It was decided that there were a number of changes to be made after tonight's meeting. It was recommended that it follow the same procedure as the Valet Parking Ordinance and be emailed to the chairs of the other Committees and if they would like it brought to their Committee, it would be before coming to City Council. It was moved by Ald. Carr and seconded by Ald. Ostling to have the changes made and emailed to the Chairs of each Committee. If none of the Chairs requested it to be brought to their Committee, it would be brought to City Council. All were in favor, motion passed.

Aldermen Concerns:

Ald. Vieyra asked about problems on Olde Western. Gayla's and La Finka were both closed down due to problems at their location. They have a hearing with the Mayor on Friday. There

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have been several calls at Gayla's leading up to Friday night. La Finka is still open but no alcohol can be served.

It was moved by Ald. Bilotto and seconded by Ald. Frausto to adjourn. All in favor. Meeting was adjourned at 9:20 pm.

The next meeting is scheduled for Wednesday, September 10, 2014 at 7 pm in the City Council Chambers.

Respectfully submitted,
Tom Hawley, Chairman

Next Meeting – Wednesday, September 10, 2014, 7:00 – East Annex

Finance Committee – Ald. Rita, Chairman

Next Meeting – Tuesday, August 23, 2014, 6:30 – East Annex

Public Health & Safety Committee – Ald. Carr, Chairman

Ald. Carr announced: Aug. 29 – BIPFA fundraiser at Standard Bank Stadium. Tickets are \$10.
Sept. 4 – 135th Anniversary of the Blue Island Fire Department. There will be a celebration starting at 6:00 on Western and Union.
Sept. 5 – FOP Golf outing. There is still time to sponsor a hole, sign up for golf, or buy a raffle ticket.
Sept. 20 – Police vs Fire charity softball game at Hart Park at 6:00. It is also Thank a Police Officer Day

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

Judiciary Committee Report August 26, 2014

Meeting called to order 6:00pm

Members present:

Alderman Stone Ostling Pitman Frausto absent alderman Bilotto

Also present:

Director Rita Director Houlf treasurer Bilotto Clerk Hauser Attorney Raines Alan Stevo

Topic of Discussion

Regular Meeting – August 26, 2014

Motion to table to rescind handicap parking at 13027 Seeley for further clarification motion by Ald Stone 2nd Ald Frausto motion carried

Motion for handicap parking at 2438 High St motion by Ald Stone 2nd Ald Pittman motion carried

New Business

A resolution for the potential transfer of money from either risk Management or Civil Rights litigation fund to appropriate

1. Unemployment insurance
2. Telephone system upgrade
3. Replace file server

This will be heard by Finance

Alderman Concern

Discussion of Committee role in hearing ordinances. City Attorney advised ordinances can originate out of other committees depending on specific ordinance.

Resident Concerns

Allan Stevo question if committee heard law suits the committee does not Attorney Raines advised most litigation was in closed session

No further business motion to adjourn 7:00 by Ald Frausto 2nd ald Pitman next meeting Sept 16, 2014 6:00 east annex

Respectfully Submitted

Alderman Jan Ostling Chairman

Next Meeting – Tuesday, September 16, 2014, 6:00 – East Annex

MOTIONS

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

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 Metropolitan Water

Regular Meeting – August 26, 2014

Reclamation District of Greater Chicago for the Distribution of Rain Barrels.

Ayes: 12 Hawley, Vieyra, Bilotto, Donahue, Stone,
Carr, Ostling, Pittman, Johnson, Frausto,
Thompson, Johanson,
Nays: 0
Absent: 2 Rita, Buckner
Abstain: 0

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

ADJOURNMENT

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

Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 7:37 p.m.

The next regular meeting of the City Council is scheduled for
September 9, 2014 at 7:00 p.m.

Randy Heuser, City Clerk

**APPROVED BY ME THIS
9TH DAY OF SEPTEMBER, 2014.**

Domingo F. Vargas, Mayor

PROCLAMATION CONSTITUTION WEEK 2014

Whereas: September 17, 2014, marks the two hundred twenty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas: It is fitting and proper to accord official recognition to the purpose, creation, and continued use of this enduring document, its memorable anniversary, and to the patriotic celebrations which commemorate the occasion; and

Whereas: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

Now, Therefore I, Domingo F. Vargas, by virtue of the authority vested in me as Mayor of the City of Blue Island in the State of Illinois, do hereby proclaim the week of September 17 thru 23 as

CONSTITUTION WEEK

And ask our citizens to reaffirm the ideals that the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Blue Island to be affixed this 9th day of September, 2014

Mayor



August 25, 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 28 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 me at 708-396-0708 or 708-439-9103.

Thank you in advance

**Rosie Carrillo
Blue Island Untouchables**

BLOCK PARTY APPLICATION

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

Representative: Regina Redd Title: Resident

Address: 2848 W. 142nd Place Blue Island, IL 60406

Daytime Phone: (708) 510-4050 Nighttime Phone: Same

E-mail reddr6@asl.com

Organization (if any): _____

Secondary Representative: Donna Lee Title: Resident

Address: 2957 W. 142nd Place Blue Island, IL 60406

Daytime Phone: (614) 405-2346 Nighttime Phone: Same

E-mail _____

Specific Location of Block Party: Between Sacramento and California on 142nd Place

Requested Date: Sat. Sept. 20, 2014 Time - Beginning: 8am End: 9pm

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: 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: 2:00pm

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

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

Regina Redd
Signature of Representative

Regina Redd
Printed Name

Donna Lee
Signature of Secondary Representative

Donna Lee
Printed Name

Call

TO: BLUE ISLAND CITY COUNCIL

THE UNDERSIGNED, CARMINE BILOTTO,



TREASURER OF THE CITY OF BLUE ISLAND

IN COOK COUNTY, ILLINOIS, RESPECTFULLY SUBMITS THE FOLLOWING REPORT, SHOWING THE STATE OF THE TREASURY AT THE CLOSE OF BUSINESS ON 8/31/14

FUND NAME	ON HAND LAST REPORT	RECEIVED	PAID OUT	CHECKING BALANCE	SHORT TERM INVESTMENTS	LONG TERM INVESTMENTS	TOTAL FUND BALANCE
GENERAL	\$452,008.49	\$2,890,609.84	\$2,206,851.47	\$1,135,766.86	\$0.00	\$791,199.55	\$1,926,966.41
WATER	\$603,164.36	\$554,479.58	\$409,007.93	\$748,636.01	\$0.00	\$896.50	\$749,532.51
GOLF	\$40,584.28	\$169,787.53	\$106,988.89	\$103,382.92	\$0.00	\$1,963.20	\$105,346.12
GOLF CONCESSION	\$7,357.24	\$23,808.82	\$23,882.95	\$7,283.11	\$0.00	\$0.00	\$7,283.11
MFT	\$4,053.10	\$37,612.55	\$37,611.55	\$4,054.10	\$0.00	\$213,958.46	\$218,012.56
CDBG	\$108.81	\$0.00	\$0.00	\$108.81	\$0.00	\$0.00	\$108.81
TIF 2	\$622,413.22	\$206,787.86	\$39,665.46	\$789,535.62	\$0.00	\$1,541.91	\$791,077.53
TIF 3	\$514,190.79	\$227,780.04	\$0.00	\$741,970.83	\$0.00	\$0.00	\$741,970.83
TIF 4	\$10,405.06	\$1.25	\$2,101.56	\$8,304.75	\$0.00	\$0.00	\$8,304.75
TIF 5	\$3,823.98	\$0.15	\$0.00	\$3,824.13	\$0.00	\$0.00	\$3,824.13
TIF 6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRANT (INT BEARING)	\$94,302.71	\$2,332.65	\$0.00	\$96,635.36	\$0.00	\$0.00	\$96,635.36
VERMONT PARKING LOT	\$25,217.13	\$4,580.70	\$0.00	\$29,797.83	\$0.00	\$0.00	\$29,797.83
PARKING TICKET COL ACC	\$161,527.45	\$10,910.27	\$150,000.00	\$22,437.72	\$0.00	\$0.00	\$22,437.72
ALLIED A.S.O.	\$17,468.89	\$25.40	\$27.40	\$17,466.89	\$0.00	\$0.00	\$17,466.89
PAYROLL	\$90,894.97	\$792,811.39	\$801,743.30	\$81,963.06	\$0.00	\$0.00	\$81,963.06
GRANT(NON-INT BEARING)	\$309,933.78	\$61,372.82	\$37,452.79	\$333,853.81	\$0.00	\$0.00	\$333,853.81
MEADOWS VIDEO GAMING	\$9,285.33	\$4,493.34	\$0.00	\$13,778.67	\$0.00	\$0.00	\$13,778.67
BI SPECIAL EVENTS FUND	\$11,662.10	\$500.00	\$0.00	\$12,162.10	\$0.00	\$0.00	\$12,162.10
FUND TOTALS	\$2,978,401.69	\$4,987,894.19	\$3,815,333.30	\$4,150,962.58	\$0.00	\$1,009,559.62	\$5,160,522.20

Checks approved but not sent to vendors \$0.00

**Public Health & Safety Committee Report
for the Meeting of September 3rd, 2014**

Present were Deputy Police Chief Michael Cornell, Fire Chief James Klinker, Jim McGeever, Sarah Kaiser, Alderman Johanson, and myself. Also present were Mr. Allan Stevo, Fire Lieutenant Tom Zelinski, Clerk Randy Heuser and Alderman Marcia Stone. Absent were Director John Rita, Alderman Johnson, Alderman Vieyra and Alderman Buckner. The meeting was called to order at 7:05. We did not have a quorum, but as there were no votes to be taken, we continued with the monthly reports.

Citizens Concerns

Mr. Allan Stevo asked about the progress in the case of the shooting at the Meadows Golf Course, July 22nd 2013. Deputy Chief responded that the victim in this case was not cooperating with the Detectives.

Fire Department Report

The Fire Department had 373 calls in August, 242 were EMS calls
206 Patients were treated
191 Patients were transported
49 Patients refused transport

Average call to patient time is 5.6 minutes.

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

They responded to 34 auto aid calls, most calls were from Posen.

They had 45 calls to man the station.

They received 3 mutual aid response call.

Calls of interest for August: M & M Pallet fire, 2810 Vermont Street on August 10th.
Beggar's Commissary, 12949 California on August 23rd, carbon dioxide problem.

Medical Reimbursement Services for August \$33,437.94

Fire Recovery collected \$2712.10 in August.

False Fire Alarm Fees Collected: \$1100.00

General

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

Probationary Firefighter Martin Kapolnek started July 28th, 2014 and has been assigned to 2nd shift.
Firefighter William Abbatacola turned in a letter of resignation effective September 13th, 2014.

The Fire Department is currently processing three new Firefighters.

Chief Klinker attended two onsite inspections with the EPA at NuStar Energy on Wireton Road. We are still waiting for their report.

The Fill the Boot Drive for Muscular Dystrophy collected \$3172.65

The St. Benedict's Charity Softball Game has been rescheduled for September 20th at Hart Park at 6:00 pm.

Safe Haven Signs in Spanish will be presented to both Firehouses, the Police Station, and MetroSouth Hospital at the next City Council meeting.

Maintenance

Engine 2133 had the alternator repaired at a cost of approximately \$1300.00.
Ambulance 2162 is going out for High Idle Repair. This may be costly per Certified Fleet.
Ambulance 2182 is being scheduled for repair at Rizza Ford.

Training

The training division has completed 495.75 hours of training for the month of August.

Grants

Air Pack Grant update. We still have not received the approval from NIOSH. We have received an extension until December 17th.

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

Small Equipment Grant has been applied for.

Police Department Report

Statement by Deputy Chief Cornell

During the month of August the Blue Island Police Department had officers on Tactical patrol, bicycles and ATV's with the assistance of the JAG (Justice Assistance Grant) that was awarded in July. The purpose of the grant is to effectively address youth problems with arrest or with community policing tactics such as making contact with youths in public to build rapport.

A Community Policing section has been added to this report to keep you apprised of the progress within the Police Department as it evolves towards a community policing model. It is important to note that so many new grants are specific to community policing efforts because of its overall success in other communities.

Community policing is not a new concept but rather a getting back to the roots of law enforcement when police officers were more in tune with the residents. A big part of community policing is addressing the quality of life issues to make the citizens feel safer and promote pride in the community. The most important aspect of community policing is to keep the community informed of what is going on.

Reports

The Police Department answered 2215 calls including 207 business premise checks, 86 liquor establishments, and 98 domestic disputes checks were done.

Stats/Cases of Interest

92 Alarm Calls (all unfounded)

4 Armed Robberies
1 Robberies
5 Burglaries (2 unfounded)
11 Residential Burglaries (4 unfounded)
10 Shots Fired (6 unfounded)
98 Domestic Disputes
18 Foot Patrols in Residential Neighborhoods

Total money collected for the month of August \$38,004.46

Calls of Interest

*On August 5th Officers responded to the area of 12500 Western and found a gunshot victim. The officers soon discovered that there was a second victim at MetroSouth Hospital. The Officers and Detectives worked together to take the juvenile offenders into custody right away. Both juvenile offenders were charged with Aggravated Battery. One of the offenders was charged with Attempted Homicide. Both victims have been released from the hospital.

The 911 Center received 9 calls from citizens regarding this incident. Jim McGeever and Deputy Chief Cornell commended the 911 operators on an outstanding job.

On August 17th two young offenders came into the Boost Mobile store at 12900 Ashland and brandished a weapon, demanding money and cell phones. The offenders fled on bicycles. They got away with a few phones and approximately \$300 in cash. One of the offenders was identified and charged and the other is still at large.

On August 22nd there was a report of an unresponsive subject on the parkway on the 2200 block of 127th Street. When officers arrived they found a highly intoxicated subject lying down who was obviously in a fight. Officers were able to ascertain that he may be a victim of robbery because his wallet and jewelry were missing. The victim was too intoxicated to give any information at the time of the report.

*On August 24th Officers on patrol were approached by the victim who stated that he and his friend were crossing the Francisco Street Bridge, when two people approached them from the trailer park. The offender asked the victim if he was in a gang and the victim said no. While they were talking, others walked up and there was a small crowd gathering. At one point, a person from the small gathering began to shoot in the victim's direction. The victims abandoned their bicycles and fled on foot. The case is being investigated and we expect an arrest.

Liquor Establishment Calls

4 disturbance calls, 1 subject removal, 1 battery arrest, and 1 suspicious person call were received in August on liquor establishments.

Training

Deputy Chief Cornell trained/certified 9 new part time officers on the ATV.
All new part time officers were trained in radio procedures.

Community Policing Unit (CPU)

Officers worked the JAG grant the following hours: 30 hours bicycle patrol, 12 hours ATV patrol, and 44 hours tactical patrol.

CPU wrote 192 Building Code violations. Last month the building code fines from the Police Department and Building Department was over \$17,000.00

CPU conducted 10 well being checks on high risk seniors, and conducted 5 different cases of elderly abuse and/or neglect. The cases are being investigated with the Illinois Department of Aging and Catholic Charities. CPU will be working with Officer King to bring back the DARE program at no cost to the city. Officer Slattery has volunteered to train and teach DARE, even during his days off to keep the program viable and reach out to youth.

CPU has been working with the FORUM newspaper to write articles to remind our citizens to be safe and keep them up to date with what is happening around the City.

Events

September 20th will be the St. Benedict's Charity Softball Game at Hart Park at 6:00 pm

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

October 4th will be Run for your Life 5K at St. Benedict's at 8:00 am.

October 5th will be the Angel's Touch Benefit at Tenochtitlan at 3:00 pm

Facebook Page

The Police Department Facebook Page has 1055 likes.

911 Center

The 911 Center received 9,649 calls in August. The call volume is down significantly.

One employee retired after 9 years of service, one trainee resigned, one employee resigned, and one employee is on medical leave.

Code Red sign on screens have been placed on the Lieutenant's Desk at Station One and also at the Police Department. Sign on screens have also been placed on the computers at the 911 Center.

On August 22nd the quarterly maintenance inspection was completed on the Uninterrupted Power Supply System.

BIEMA

BIEMA has logged 368 hours for the month of June, 634 hours for the month of July, and 390 hours for the month of August. This includes response to bad weather incidents, assistance to the Fire Department, Police Department, and Public Works, as well as pre-planned City events. They have also responded to mutual aid requests from 11 participating communities.

One of BIEMA vehicles was hit in the city parking lot across from the East Annex.

Aldermen's Concerns

None

Meeting was adjourned at 7:55 p.m.

Our next regular meeting is to be determined since the next regular meeting date would be October 1st. The meeting date and time will be announced at the next City Council meeting.

Respectfully submitted,
Candace Carr
4th Ward Alderman

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

**RESOLUTION
NUMBER 2014-040**

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
CITY OF BLUE ISLAND AND THE METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO FOR
CONSTRUCTION AND PERPETUAL MAINTENANCE OF THE
BLUE ISLAND GREEN INFRASTRUCTURE PROJECT AND
EXECUTION OF TAX EXEMPTION CERTIFICATE
AND AGREEMENT.**

**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. 2014-040

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 CONSTRUCTION AND PERPETUAL MAINTENANCE OF THE BLUE ISLAND GREEN INFRASTRUCTURE PROJECT AND EXECUTION OF TAX EXEMPTION CERTIFICATE AND AGREEMENT

WHEREAS, the MWRDGC proposes to design and construct Green Infrastructure in the Blue Island public right-of-way along Irving Avenue and Longwood Drive, at and around 119th Street to 121st Street (hereinafter referred to as the "Project.");

WHEREAS, the City intends to own, control, and perform perpetual maintenance of the Project; and

WHEREAS, the Project may be approached more effectively and economically with the City and MWRDGC cooperating and using their joint efforts and resources;

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 related to the construction and perpetual maintenance of the Blue Island green infrastructure project including the attached intergovernmental agreement and tax exemption certificate.

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 9th day of September, 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 9th day of September, 2014.

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

ATTESTED and **Filed** in my office this
 9th day of September, 2014.

CITY CLERK

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BLUE
ISLAND AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE
OF THE BLUE ISLAND GREEN INFRASTRUCTURE PROJECT**

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 corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the "MWRDGC") and the City of Blue Island, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois (hereinafter the "City").

WITNESSETH:

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

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

WHEREAS, the Act, as amended on June 18, 2014 by Public Act 098-0652 specifically authorizes the MWRDGC to plan, implement, and finance local activities relating to stormwater management in Cook County;

WHEREAS, one component of the MWRDGC's stormwater management program includes green infrastructure, which shall hereinafter be defined as 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 sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5; and

WHEREAS, the MWRDGC has committed to implement one or more Early Monitoring, Evaluation and Knowledge Building green infrastructure projects in conformance with Appendix E, Section II (B) 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 MWRDGC's formal commitment herein is intended to satisfy that obligation; and

WHEREAS, the City is located within the boundaries of Cook County;

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the City has the authority to improve and maintain stormwater infrastructure within its corporate limits;

WHEREAS, the MWRDGC proposes to design and construct Green Infrastructure in the Blue Island public right-of-way along Irving Avenue and Longwood Drive, at and around 119th Street to 121st Street (hereinafter referred to as the "Project."); and

WHEREAS, the City intends to own, control, and perform perpetual maintenance of the Project; and

WHEREAS, the Project may be approached more effectively and economically with the City and MWRDGC cooperating and using their joint efforts and resources;

WHEREAS, the size and scope of this Project would be substantially reduced but for the MWRDGC's commitment of financial and technical resources; and

WHEREAS, the Project will help reduce the amount of stormwater reaching the MWRDGC's interceptors and treatment plants, thereby providing additional capacity for the collection and treatment of sewage in the region; 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;

WHEREAS, on August 7, 2014 _____, the MWRDGC's Board of Commissioners authorized the MWRDGC to negotiate and enter into an intergovernmental agreement with the City; and

WHEREAS, on _____, ____, 201__ the City's Council authorized the City to enter into an intergovernmental agreement with the MWRDGC.

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 MWRDGC 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 work contemplated by this Agreement will include design, construction, operation and perpetual maintenance of the Project, as depicted on Exhibit 1.
2. The MWRDGC, at its sole cost and expense, shall cause to be prepared construction drawings, specifications, and details (hereinafter "Construction Documents") for the Project.
3. The green infrastructure component of the Project shall be designed to capture 100,000 gallons of _____. The MWRDGC shall calculate Design Retention Capacity for this Project, as provided for in Section III of Appendix E of the Consent Decree.
4. The Project shall realize all benefits of helping to alleviate flooding in the area tributary to the Green Infrastructure in the Blue Island public right-of-way.
5. The MWRDGC shall provide the City with a copy of 30% and 90% complete Construction Documents for the City's review.
6. .
6. The City shall review and provide comments to the MWRDGC in writing within thirty (30) calendar days of receipt of the 30% and 90% complete Construction Documents referenced in Article 2, Subsection 2. The MWRDGC may incorporate the City's review comments in its sole discretion.
7. The MWRDGC, at its sole cost and expense, shall construct the Project in accordance with the final Construction Documents.

8. Upon notice of completion of the Project by the MWRDGC, the City shall own, control, and maintain all of the improvements, constructed for this Project and pursuant to this Agreement including but not limited to green infrastructure.
9. After Completion of the Project and for purposes of developing and implementing its monitoring program under the Consent Decree, the MWRDGC shall have full access, upon reasonable notice, to the site.

Article 3. Permits and Fees.

1. Federal, State, and County Requirements. On the MWRDGC's behalf, the City shall obtain all federal, state, and county permits required by law for the construction of the Project, 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 on behalf of the MWRDGC for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.
2. Municipal Requirements. The City shall exempt the MWRDGC and its contractors from the City municipal requirements that may be applicable to the construction of the Project, including any associated fees. Additionally, the City will exempt the MWRDGC and its contractors from any fees associated with the City's plan review and inspection of the Project. The City will also grant the MWRDGC waivers to applicable work-hour limits and truck-traffic restrictions upon request.
3. Maintenance. The MWRDGC shall prepare an Operations and Maintenance Plan (hereinafter the "O&M Plan") for the improvements to be constructed by the MWRDGC in connection with the Project.. The City shall obtain any and all permits necessary for the performance of any maintenance work set forth in the O&M Plan.

Article 4. Property Interests.

1. The City shall own and control all of the improvements, constructed for this Project and pursuant to this Agreement including but not limited to green infrastructure, to retain 100,000 gallons of stormwater on-site, which will be stored and infiltrated in order to

reduce flows to the sewer system. The City will control said improvements' operation and use.

2. Should acquisition of easements or property interests for the Municipal Right of Way be necessary, the City shall bear all associated costs, including the purchase price or easement fee as well as any attorneys' fees.
3. The MWRDGC shall record all easements or property interest.
4. Nothing in this Agreement shall be construed as creating an ownership or property interest for the MWRDGC in any of the improvements constructed pursuant to this Agreement.

Article 5. Maintenance and Operation.

1. After construction is complete and the Project is turned over to the the City, the City, at its sole cost and expense, shall perpetually maintain and operate the new infrastructure built as part of the Project, including green infrastructure, and any other appurtenances associated with this Project in accordance with the O&M Plan and pursuant to Exhibit ___, "Notice of Project Completion and Acceptance For The Blue Island Green Infrastructure Project".
2. The City shall conduct annual inspections to ensure adequate maintenance. The City shall prepare a report detailing its annual inspection, observations and conclusions including whether the Project is operating as designed, functioning, and providing the intended public benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to the MWRDGC within thirty (30) days of completion.
3. The MWRDGC shall have the right (including any necessary right of access) to conduct its own annual inspection upon reasonable notice to the City.
4. In the event of failure of the City to maintain the Project as described above to the satisfaction of the MWRDGC, the MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the City directing the City to perform such maintenance. If maintenance required by the O&M Plan has not been accomplished on or before thirty

(30) days after such notice, the MWRDGC may cause such maintenance to be performed and the City shall pay the MWRDGC the entire cost the MWRDGC incurred to perform the required maintenance.

5. In the event of failure of the City to maintain or operate the Project to provide the intended public benefit, the MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to the MWRDGC.

6. .

Article 6. Notification.

1. Construction. The MWRD shall provide the City with a construction schedule and provide the City a minimum of 72 hours notice before the following project milestones:

- Start of work
- Upon commencement of installation procedures which require inspection under the Construction Documents.
- Substantial completion
- Completion of work

2. Monitoring. For purposes of developing and implementing its monitoring program under the Consent Decree, the District shall have full access to the Project, upon reasonable notice to the City for the purpose of monitoring the Project.

Article 7. Signage. Wherever green infrastructure is present and visible to the community, signs shall be prominently displayed setting forth the following information: "This Project is a joint effort between the City of Blue Island and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management."

Article 8. Termination by the City. Prior to award of contract for the Construction of the Project, the City may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project. The

City shall return all Project-related funds received from the MWRDGC no later than 14 days following its termination of the Agreement.

Article 9. Termination by the MWRDGC. Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the City in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project.

Article 10. Effective Date. This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 11. Duration. Subject to the terms and conditions of Articles 7 and 8 above, this Agreement shall remain in full force and effect for perpetuity.

Article 12. Non-Assignment. Neither party may assign its rights or obligations hereunder without the written consent of the other party.

Article 13. 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 14. Indemnification.

The City shall defend, indemnify, and hold harmless the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC 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 MWRDGC Party and arise out of or are in any way related to: (1) the design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to either the MWRDGC or the City under this Agreement.

Article 15. Representations of the City. The City covenants, represents, and warrants as follows:

1. The City 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 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. .

Article 16. Representations of the MWRDGC. The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority and financial capacity 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 MWRDGC are duly authorized to sign same on behalf of and to bind the MWRDGC; 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 MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 17. 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 MWRDGC and any party other than the City.

Article 18. 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 19. 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 20. Necessary Documents. Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the MWRDGC shall provide the City with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the resident engineer and the contractor.

Article 21. 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 22. 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 23. Amendments. This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

Article 24. 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 25. 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 must be executed in quadruplicate.

The rights and remedies of the MWRDGC or the City shall be cumulative, and election by the MWRDGC 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 26. Tax Exempt Status. The City shall not use or permit to be used or operate the Project in any manner or for any purpose or take any action or omit to take any action which could result in loss of the exclusion from gross income for federal income tax purposes of the interest on any obligations of the MWRDGC or the loss of any credit payment or tax credit to the MWRDGC or any other party from the United States Treasury (such as, for example, was available to units of local government for "build America bonds") (any of such advantages being "Tax Advantaged Status"), as such Tax Advantaged Status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Sections 54 through 57, 103, and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the Treasury

Regulations or any rulings promulgated there under or decisions of any court of competent jurisdiction (collectively, the "Tax Laws"). The City agrees to provide a certification and agreement, in the form as attached to this Agreement as Exhibit 2, regarding compliance with the Tax Laws (the "Tax Agreement"). In the event modification of such form of certification is required, such modification shall be passed upon by bond counsel to the MWRDGC.

Article 27. 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 BLUE ISLAND AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND PERPETUAL MAINTENANCE OF THE BLUE ISLAND GREEN INFRASTRUCTURE PROJECT" 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 28, unless otherwise specified and agreed to by the parties:

Article 28. 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 MWRDGC:
Director of Engineering

For the City:
Mayor

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

13051 Greenwood Avenue
Blue Island, IL 60406
Phone: (708) 597-8603
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

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

Engineer of Stormwater Management Date

Assistant Director of Engineering Date

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date

TAX EXEMPTION CERTIFICATE AND AGREEMENT

The City of Blue Island (the "City") is executing this Tax Exemption Certificate and Agreement ("Tax Agreement") to allow the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") to transfer to the City Facilities financed with proceeds of tax-exempt bonds. This Tax Agreement covers the facilities or property listed in Appendix C (the "Facilities"). Appendix C may be amended from time to time if additional cash to acquire or improve such Facilities or the Facilities themselves are transferred.

To the extent that the MWRDGC owned or controlled the Facilities, the City and the MWRDGC have previously executed or will execute documents transferring ownership or control of the Facilities to the City. The City is aware that the MWRDGC has limited resources and might be unable to fund or transfer the Facilities without this Tax Agreement.

Section 1. Definitions and Appendices. Attached hereto are three Appendices, made a part hereof. Appendix A contains certain covenants and representations that may or may not impose burdens on the City. Appendix B contains a glossary of definitions applicable to the tax covenants, including Appendix A. Appendix C lists or describes the Facilities that are hereby made the subject of restrictions described herein.

Section 2. Expectations. These certifications set forth various facts regarding the transfers and establish the expectations of the City as to future events regarding the transfers and the use of Facilities transferred. These certifications also establish facts and expectations related to any transferred Facilities, and any moneys of the City or related entities held in funds or accounts related to the Facilities (if any). The City recognizes that the Facilities were or will be financed in whole or in part with obligations that are intended to be tax-exempt. Certain certifications and covenants are presented here in summary form. Attached hereto as Appendix A are further details explaining how to comply with these covenants.

Section 3. Purpose of Transfer. The Facilities listed in Appendix C have been or are being transferred to the City to allow the City and MWRDGC to better manage stormwater. The City, and not the MWRDGC, will control the operation and use of these Facilities except for annual inspections, and except that MWRDGC may perform needed maintenance (at the expense of the City) if the City does not. In the event that the City does not adequately maintain such Facilities, all amounts and Facilities transferred to the City will be repaid or returned on demand of the MWRDGC, or the cost of the Facilities will be repaid to the MWRDGC.

Section 4. Payments to MWRDGC, Security for MWRDGC Debt. Unless the City executes a separate supplemental tax agreement indicating otherwise, the City will not provide any security for any debt of MWRDGC and the City will not make payments to MWRDGC that could be used by MWRDGC to pay or secure its debt. No fees will be paid by the City for use of the financed Facilities. No repayments will be required. This section will not be read to limit

future contractual arrangements including separate tax covenants. Under the intergovernmental agreement between MWRDGC and the City, if the City does not properly maintain the Facilities, the MWRDGC may perform maintenance on the Facilities and charge the City for such maintenance costs.

Section 5. Hedges. Neither the City nor any member of the same Controlled Group as the City has entered into or expects to enter into any hedge (e.g., an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to any debt of the MWRDGC.

Section 6. Internal Revenue Service Audits. The Internal Revenue Service has not contacted the City regarding any obligations issued by or on behalf of the City in connection with its stormwater system and no such obligations are currently under examination by the Internal Revenue Service.

Section 7. Records. The City agrees to keep and retain or cause to be kept and retained adequate records with respect to the investment, expenditure and use of all Facilities transferred by the MWRDGC to the City and provide such records to the MWRDGC on reasonable request. The City further agrees to maintain sufficient records to demonstrate compliance with all of the covenants set forth herein. Such records will be maintained at least until _____, 20__¹ or such later date provided by the MWRDGC. If, as expected, cash is only transferred to the City as reimbursement for prior expenditures or for current outlay, records to that effect will be sufficient investment and expenditure records. Records as to the use of Facilities shall apply to both Facilities constructed or acquired by the MWRDGC and transferred to the City and also to Facilities constructed or acquired with moneys provided by the MWRDGC.

Section 8. Use Test. (a) No more than five percent of any of the Facilities will be used by any entity, other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Facilities on the same basis as the general public. Such prohibited use includes any formal or informal arrangement with any entity, other than a state or local governmental unit that conveys special legal entitlements to any portion of the Facilities that is available for use by the general public or that conveys to any entity, other than a state or local governmental unit, any special economic benefit with respect to any portion of the Facilities that is not available for use by the general public. Such prohibited

¹The Date will be 3 years after final maturity date of financing bonds. The MWRDGC has not yet determined the bonds that will finance the funds forming the basis of this Tax Agreement. This date, and all other dates that are currently blank in this Tax Agreement, will be provided to the City in a supplemental Form of Notification of Key Dates and Numbers, an example of which is attached hereto.

use might arise pursuant to a management contract, an output contract, or a contract to accept effluent from an entity. Such prohibited use will be deemed to occur if the City enters into any contract with a third party (other than a state or local government) to manage stormwater process wastewater of the third party for a fee that is not generally applicable to similar entities with no contract.

(b) None of the Facilities transferred to the City will be used, directly or indirectly, to make or finance loans to any entity, or act as collateral in any way.

Section 9. No Sale of the Project. Except as provided in Appendix A, none of the Facilities is expected to be sold or otherwise disposed of prior to the earlier of (i) the last date of the economic life of the property or (ii) a date to be provided by Notice to the City.

Section 10. Use Contracts. Except as provided herein, the City will not enter into any contract with any other person that provides special legal entitlements in any of the Facilities. The City will not allow another entity to manage, control, or operate any of the Facilities. The City will not contractually provide that any of the Facilities will be used to manage stormwater of a specific non-governmental entity. The City may enter into a management contract or other contract concerning such property if it establishes that such contract does not create private use in excess of use permitted under Section 10 and it delivers to the MWRDGC an opinion of Bond Counsel to that effect with a copy of the contract.

Section 11. Cooperation. The City will cooperate with the MWRDGC at the expense of the City in defending any examination of bonds of the MWRDGC that financed any of the Facilities. Except to the extent that public safety concerns dictate otherwise, the City will allow site visits by the MWRDGC, its counsel, and personnel of the Internal Revenue Service in response to an examination of such bonds.

Section 12. Annual Reporting. The City will provide a report to the MWRDGC at least annually. The report shall state whether the City has over the previous year complied with all of its covenants and shall enumerate any covenant violations. The City shall maintain adequate procedures and records to allow it to make and support these annual reports. The City shall also notify the MWRDGC within 60 days of discovery of any covenant violations.

Section 13. Remediation and VCAP. The City will work with the MWRDGC to remediate any violation of the City (at the expense of the City). If the MWRDGC with the assistance of the City is unable to remediate the violation, the City, at the City's expense, will cooperate with the MWRDGC on seeking a voluntary closing agreement with the Internal Revenue Service.

Section 14. Future Events. The City covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of Facilities transferred to it by the MWRDGC) if taking, permitting or omitting to take such action would cause any debt of the MWRDGC to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986 or would otherwise cause the interest on such bonds to be included in the

gross income of the City thereof for federal income tax purposes. The City agrees that it will cooperate with the MWRDGC in responding to any inquiries from the Internal Revenue Service in connection with an examination of any of such debt.

If the City has any questions regarding its responsibilities under these covenants, it will contact the MWRDGC and request clarification or additional guidance.

By _____
Authorized Signature for the City of Blue
Island

Dated: _____, 20__

APPENDIX A

Appendix A, Section 1.

Sale of the Project. The City shall not sell or otherwise dispose of portion of the Facilities identified on Appendix C without prior written approval of the MWRDGC or as specifically allowed as described below:

(a) Other than as provided in the next sentence, no Facility identified on Appendix C nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the City of the property or (ii) a date provided by the MWRDGC in a Notice to the City.¹ The City may dispose of personal property in the ordinary course of an established government program prior to the earlier of (iii) the last date of the reasonably expected economic life to the City of the property or (iv) a date² provided by the MWRDGC in a Notice to the City, provided: (A) the reasonably expected period of use of that property for governmental purposes is not less than a number of years³ provided by the MWRDGC by notification to the City; (B) the City reasonably expects on receipt of the property that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the City deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the City reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The City acknowledges that if property identified on Appendix C is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a "deliberate action" within the meaning of the Regulations that may require remedial actions to prevent bonds financing the Cost Share from becoming private activity bonds. The City shall promptly contact the MWRDGC if a sale or other disposition of property identified on Appendix C is considered by the City.

Appendix A, Section 2. Maintenance of Tax Exemption. The City recognizes that investors in tax exempt bonds are relying on these covenants, and will contact the MWRDGC if the City determines that it may have violated any covenant or if it is unsure of any action required of it. The MWRDGC may under such circumstances provide the City with additional instructions.

These tax covenants may be supplemented or amended by the City and the MWRDGC, and covenants contained herein need not be observed if such supplementation, amendment, or

1 Date will be 3 years after final maturity date of financing bonds.

2 Date will be final maturity date of bonds.

3 MWRDGC to compute and provide WAM. If more than one, shortest WAM will be used.

non-observance will not adversely affect the tax status of any bonds of the MWRDGC intended to be tax exempt, and the City obtains and delivers to the MWRDGC an opinion of Bond Counsel addressed to the MWRDGC to that effect.

APPENDIX B

GLOSSARY

"Bona Fide Debt Service Fund" means any fund or account (i) established and maintained primarily for the proper matching of revenues and debt service within a bond year and which is depleted at least once every year to an amount not in excess of a reasonably carryover amount not to exceed the greater of earnings on investments in such fund or account during the preceding bond year, or (ii) 1/12th of the principal and interest payments made from such fund for the preceding year.

"Bond Counsel" means that nationally recognized firm of attorneys retained by the MWRDGC experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

"Commingled Fund" means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

"Control" means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

- (a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or
- (b) to require the use of funds or assets of a Controlled Entity for any purpose.

"Controlled Group" means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

"External Commingled Fund" means a Commingled Fund in which the Issuer and all members of the same Controlled Group as the Issuer own, in the aggregate, not more than ten percent of the beneficial interests.

"Facilities" means the Facilities identified on Appendix C.

"MWRDGC" means the Metropolitan Water Reclamation Agency of Greater Chicago.

"Non-AMT Tax-Exempt Investments" (i) any obligation described in Section 103(a) of the Internal Revenue Code of 1986 (the "*Code*"), the interest on which is excludable from gross income of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (ii) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest that is excludable from gross income under Section 103 of the

Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (iii) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. part 344 (to the extent permitted by law).

“Project” means the Facilities identified on Appendix C.

“Related Person” means a member of the same controlled group.

“Yield” means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Bonds, the issue price), including accrued interest.

APPENDIX C

FACILITIES SUBJECT TO USE RESTRICTIONS

1. LOCATION #1 – PARKING LOT NEAR THE SOUTHEAST CORNER OF 119TH STREET AND LONGWOOD DRIVE. Permeable Concrete Pavement, Depressed Curb & Gutter and Curb Cut.
2. LOCATION #2 – PARKWAY NEAR THE NORTHEAST CORNER OF 119TH PLACE AND LONGWOOD DRIVE. Rain Garden Type “B” with Curb Cut.
3. LOCATION #3 – PARKWAY NEAR THE SOUTHWEST CORNER OF 119TH PLACE AND LONGWOOD DRIVE. Rain Garden Type “B” with Underdrain, Depressed Curb & Gutter and Curb Cut.
4. LOCATION #4– PARKWAY NEAR THE NORTHWEST CORNER OF 120TH STREET AND LONGWOOD DRIVE. Rain Garden Type “B” with Underdrain.
5. LOCATION #5 – PARKWAY NEAR THE SOUTHWEST CORNER OF 120TH STREET AND LONGWOOD DRIVE. Rain Garden Type “A” with Underdrain,
6. LOCATION #5A – PARKWAY NEAR THE NORTHWEST CORNER OF 121ST STREET AND LONGWOOD DRIVE. Rain Garden Type “A” with Underdrain.
7. LOCATION #6 – PARKWAY NEAR THE SOUTHWEST CORNER OF 119TH PLACE AND IRVING AVENUE. Rain Garden Type “A” with Underdrain.
8. LOCATION #8 – PARKING LOT NEAR THE NORTHWEST CORNER OF 120TH PLACE AND IRVING AVENUE. Permeable Concrete Pavement.

FORM OF NOTIFICATION OF KEY DATES AND NUMBERS

For purposes of compliance with the Tax Exemption Certificate and Agreement executed on _____, ___ 201__ by the City of Blue Island (the "City") and the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") the MWRDGC hereby notifies the City of the following dates and values:

Tax Agreement Section 8. Record Maintenance Date: ___/___/___
(This is 3 years after the final maturity date of the financing bonds.) This date may be revised further.

Tax Agreement Section 11. Sale of Facilities Date: ___/___/___
(This is the final maturity date of bonds financing the Facilities.)

Appendix A Section 1.

Earliest Sale date of any financed property ___/___/20__:
This is the final maturity date of bonds financing the Facilities in both places.

Appendix A Section 2. Minimum Useful Life ___ years:

This is the number that when multiplied by 120% equals the weighted average maturity of bonds financing the Facilities.

ACKNOWLEDGEMENT OF RECEIPT OF FUNDS

The City of Blue Island (the "City") provides this receipt for \$ _____ received by the City on ____/____/____.

This amount is allocable to the following post, current or future expenditures check one:

No.	Amount	Party Paid or to be Paid	Date Paid or Expected to be Paid	Check One			Future Amount
				Past	Current	Future	
1.	\$						
2.							
3.							
4.							
5.							
Total	\$						\$

The expenditures described above may exceed (but not be less than) the amount received by the City.

The City will hold the sum of future expenditures in the MWRDGC Project Account to be invested and tracked as described in the Tax Agreement.

The City confirms that all such expenditures are for the Project and that they are not being permanently financed from any other source.

City OF BLUE ISLAND

By _____
Its: _____

APPENDIX C

FACILITIES SUBJECT TO USE RESTRICTIONS

1. LOCATION #1 – PARKING LOT NEAR THE SOUTHEAST CORNER OF 119TH STREET AND LONGWOOD DRIVE. Permeable Concrete Pavement, Depressed Curb & Gutter and Curb Cut.
2. LOCATION #2 – PARKWAY NEAR THE NORTHEAST CORNER OF 119TH PLACE AND LONGWOOD DRIVE. Rain Garden Type “B” with Curb Cut.
3. LOCATION #3 – PARKWAY NEAR THE SOUTHWEST CORNER OF 119TH PLACE AND LONGWOOD DRIVE. Rain Garden Type “B” with Underdrain, Depressed Curb & Gutter and Curb Cut.
4. LOCATION #4 – PARKWAY NEAR THE NORTHWEST CORNER OF 120TH STREET AND LONGWOOD DRIVE. Rain Garden Type “B” with Underdrain.
5. LOCATION #5 – PARKWAY NEAR THE SOUTHWEST CORNER OF 120TH STREET AND LONGWOOD DRIVE. Rain Garden Type “A” with Underdrain,
6. LOCATION #5A – PARKWAY NEAR THE NORTHWEST CORNER OF 121ST STREET AND LONGWOOD DRIVE. Rain Garden Type “A” with Underdrain.
7. LOCATION #6 – PARKWAY NEAR THE SOUTHWEST CORNER OF 119TH PLACE AND IRVING AVENUE. Rain Garden Type “A” with Underdrain.
8. LOCATION #8 – PARKING LOT NEAR THE NORTHWEST CORNER OF 120TH PLACE AND IRVING AVENUE. Permeable Concrete Pavement.

August 28, 2014

Mr. Jason Berry
Deputy Director of Planning and Benefits
City of Blue Island
13051 Greenwood Avenue
Blue Island, IL 60406

Dear Mr. Berry:

Subject: Blue Island Green Infrastructure Project –
Intergovernmental Agreement

Enclosed are four copies of the Intergovernmental Agreement (IGA) for the subject project between the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) and the City of Blue Island (City) for your signature. Please return the four signed copies to the MWRDGC with evidence of the resolution or ordinance approving the IGA by your elected officials.

Please contact Mr. Jim Yurik at (708) 588-3608 if further information is required.

Very truly yours,

Catherine A. O'Connor
Director of Engineering

WSS:JPM:JJY
Enclosure