



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
February 11, 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 7074
f (708) 597 1807

Finance

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

Fire

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

Marketing

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

Planning & Building

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

Police

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

Senior Citizens

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

Water & Sewer

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

Public Works

p (708) 597 8604
f (708) 597 4260

The Meadows

Golf Club

2802 W. 123rd Street
Blue Island, IL 60406
p (708) 385 1994
f (708) 385 1996

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Presentation of Journal of Proceedings**

Motion to approve minutes from January 28, 2014

5. **Public Comment**

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

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

Mayor: Appointment of Deputy Chief Michael Cornell to the Police Pension Board
Recognition of JR Bramlett of Airline Towing

Bids:

City Clerk:

1. Motion to approve a request from American Legion Post 50 to hold their annual Poppy Days on Friday and Saturday, May 16th and 17th, 2014 with a rain date of May 23rd and 24th.
2. Motion to approve a request from MetroSouth Park/St. Benedict Church to hold their 2nd Annual Fundraiser "Run for your Life 5k/1 Mile Walk" on October 4, 2014 from 8:00 a.m. to 12:00 p.m.
3. Motion to approve a request from Park Lawn to hold their annual Tag and Candy Day Fundraiser on Friday and Saturday, April 11th and 12th and April 18th and 19th, 2014 from 6:00 a.m. until 8:00 p.m or dusk.

City Treasurer: Monthly Treasurer Report

City Attorney: 1. City of Blue Island Water and Sewer Rate Ordinance.

2. An Ordinance Authorizing Execution and Providing for Terms of a CodeRed Next Services Agreement with Emergency Communications Network, LLC for the Provision of Emergency Notification Services.

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 – January 31, 2014 for \$355,792.20
 2. Approval of Accounts Payable – February 5, 2014 for \$498,717.03
 3. Committee Reports and Recommendations as presented.

9. **Motion to Retire to Closed Session for consideration of:**

- a. Discussion of Pending Litigation

10. **Motion to Reconvene Regular Session**

11. **Motion for Adjournment**

**JOURNAL OF PROCEEDINGS
OF THE
MEETING, JANUARY 28, 2014**

CALL TO ORDER

The regular meeting of the City Council of the City of Blue Island was called to order by Mayor Pro Temp Hawley at 7:00 p.m. on January 28, 2014.

PLEDGE OF ALLEGIANCE

ROLL CALL

Roll Call indicates the following:

Present: 12 Vieyra, Bilotto, Rita, Stone, Carr, Ostling,
Pittman, Johnson (7:15), Frausto, Thompson,
Johanson, Buckner

Absent: 1 Donahue

Present Also: Randy Heuser, City Clerk
Patrick Ward, City Attorney
Carmine Bilotto, City Treasurer

Moment of silence was held in honor of Alderman Dale Elton.

JOURNAL OF PROCEEDING

Moved by Ald. Pittman, second by Ald. Stone the Journal of Proceedings of the Regular Meeting on January 14, 2014 is accepted with an amendment on page 8 as requested by Ald. Rita.

Upon a vote, the Mayor declared the motion carried.

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

No citizens.

Regular Meeting – January 28, 2014

REPORT OF CITY OFFICIALS

MAYOR: Presentation by Jason Berry Re: Redevelopment of the N.E. Site

BIDS: No Bids.

CITY CLERK: No Business.

CITY TREASURER: No Report.

CITY ATTORNEY:**RESOLUTION. 2014-005**

Motion by Ald. Ostling, second by Ald. Johnson to approve A Resolution Authorizing Execution of Settlement Agreement Related to Certain Litigation.

Ayes: 12 Vieyra, Bilotto, Rita, Stone, Carr, Ostling, Pittman, Johnson, Frausto, Thompson, Johanson, Buckner

Nays: 0

Absent: 1 Donahue

Abstain: 0

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

RESOLUTION. 2014-010

A Resolution Approving and Authorizing the Execution and Delivery of an Intergovernmental Agreement Necessary for the Upgrading of Certain Traffic Signals

Motion by Ald. Rita, second by Ald. Thompson to send this to the Finance Committee.

City Attorney Ward stated that the City would be paying a portion of the cost. The total cost for the City under the agreement would be \$7,360 which represents approximately

10 percent of the cost. The total cost of the project is \$298,540.

There were questions on what the cost savings would be for the City. Tom Nagle of Robinson Engineering said he did not have a clear answer but he could try to find out. Mr. Nagle had tried to contact IDOT and left messages but had not yet received a response.

There were concerns over the deadline and the possibility of losing the grant if it is not voted on that night.

After discussion Ald. Rita withdrew her motion due to time constraints on the agreement.

Motion by Ald. Buckner, second by Ald. Stone to accept A Resolution Approving and Authorizing the Execution and Delivery of an Intergovernmental Agreement Necessary for the Upgrading of Certain Traffic Signals.

Ayes: 12 Vieyra, Bilotto, Rita, Stone, Carr, Ostling,
Pittman, Johnson, Frausto, Thompson,
Johanson, Buckner

Nays: 0

Absent: 1 Donahue

Abstain: 0

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

COMMITTEE REPORTS

Community Development – Ald. Hawley, Chairman

Next Meeting – Wednesday, February 12, 2014, 7:00 pm – East Annex.

Finance Committee – Ald. Rita, Chairman

Next Meeting – Tuesday, February 4, 2014, 7:00 – East Annex

Public Health & Safety Committee – Ald. Carr, Chairman

Next Meeting – Wednesday, February 5, 2014, 7:30 – East Annex

Municipal Services Committee – Ald. Johanson, Chairman

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

Ald. Johnson asked why the Recreation Center would no longer be a sampling site for bacteria testing.

Ald. Johanson replied the reason was access to the Rec Center as mentioned by the Water Superintendent.

Judiciary Committee – Ald. Ostling, Chairman

Next Meeting – Monday, February 3, 2014, 6:00 – East Annex

Mayor Pro Temp Hawley announced that the committee chairs will be meeting Monday, February 3, at 7 pm following the Judiciary Committee meeting. The public is invited as well as the other aldermen.

MOTIONS

Motion by Ald. Rita, second by Ald. Carr to approve the Consent Agenda which includes:

- 1. Payroll for January 17, 2014 in the amount of \$393,100.76**
- 2. Accounts Payable for January 22, 2014 in the amount of \$183,258.57**
- 3. Committee Reports and Recommendations as presented**
- 4. A Resolution of Approval of Renewal of Class 6(b) Real Estate Tax Incentive Abatement for Property located at 13840-46 South Harrison Street in the City of Blue Island, Cook County Illinois**
- 5. A Resolution of Approval of Renewal of Class 6(b) Real Estate Tax Incentive Abatement for Property located at 13500 S. Western Avenue in the City of Blue Island, Cook County Illinois**
- 6. A Resolution Supporting the Pedestrian Improvements Through the Illinois Department of Transportation Safe Routes to School Program**
- 7. A Resolution Supporting the Village of Robbins' Pedestrian Improvements Through the Illinois Department of Transportation Safe Routes to School Program**

On the question: Under number six, Ald. Rita asked if this would change the number of lanes on Vermont St.

Regular Meeting – January 28, 2014

Jason Berry replied it wouldn't change the number of lanes. They are proposing crosswalks at certain intersections.

Ayes: 12 Vieyra, Bilotto, Rita, Stone, Carr, Ostling,
Pittman, Johnson, Frausto, Thompson,
Johanson, Buckner

Nays: 0

Absent: 1 Donahue

Abstain: 0

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

CLOSED SESSION

Motion by Ald. Bilotto, second by Ald. Rita to go into Executive Session.

Upon a vote, the Mayor declared the motion carried.

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

REGULAR MEETING

Motion by Ald. Stone, second by Ald. Buckner to reconvene Regular Meeting.

Ayes: 12 Vieyra, Bilotto, Rita, Stone, Carr, Ostling,
Pittman, Johnson, Frausto, Thompson,
Johanson, Buckner

Nays: 0

Absent: 1 Donahue

Abstain: 0

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

ADJOURNMENT

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

Upon a vote, the Mayor declared the motion carried.

The next regular meeting of the City Council is scheduled for
February 11, 2014 at 7:00 p.m.

Randy Heuser, City Clerk

**APPROVED BY ME THIS
7TH DAY OF FEBRUARY, 2014.**

Domingo Vargas, Mayor



February 1, 2014

City of Blue Island
13051 S. Greenwood Ave.
Blue Island, IL 60406

Dear Mayor Vargas and Members of the City Council:

Blue Island American Legion Post 50 would like to request your permission to conduct our annual "Poppy Days" sale on Friday and Saturday, May 16 and 17, 2014, with a rain date of Friday and Saturday, May 23 and 24, 2014.

On those dates, members of our organization will man street corners and store entrances to sell poppies to the public. Funds raised from the sale of the poppies go to help our hospitalized veterans.

Thank you for your consideration on this matter. We hope to hear from you soon.

Sincerely,

A handwritten signature in cursive script that reads "John Allen".

John Allen
Adjutant
2647 York St.
Blue Island, IL 60406



February 5, 2014

Dear Mr. Randy Heuser:

The Latino Initiative Committee at St. Benedict School and the Blue Island Park District will be hosting its 2nd annual fundraiser ***“Run for your life 5k/1 mile walk”***.

Date: Saturday October 04, 2014

Time: 8:00am – 12:00pm

Location: MetroSouth Park/St. Benedict Church (York Street between Gregory and Western
*refer to attached map)

The original proposal for 2013 was approved on September 13, 2013 (letter is also attached).

The accredited 5k will be a Halloween theme run/walk that will be fun for both veteran and amateur runners alike. Costumes will be encouraged but not required for this event.

The run/walk will begin promptly at 8:00am on York Street in front of St. Benedict Church and will go thru the beautiful streets of Blue Island with the finish line also being located on York Street in front of St. Benedict Church.

We respectfully request that York Street between Western Avenue and Gregory Street be closed to vehicle traffic the day of the event between 6:00am and 11:00am and to allow time for set up, race time and post-race entertainment.

Police Department will be contacted and notified of the route. St. Benedict School and Blue Island Park District will provide volunteers to stand along the route directing participants thru the streets and turns. Permission request has been submitted to MetroSouth Medical Center for participants to utilize their parking lots and the MetroSouth Park the day of the event. Once again we'll contact MetroSouth to provide a first aid station.

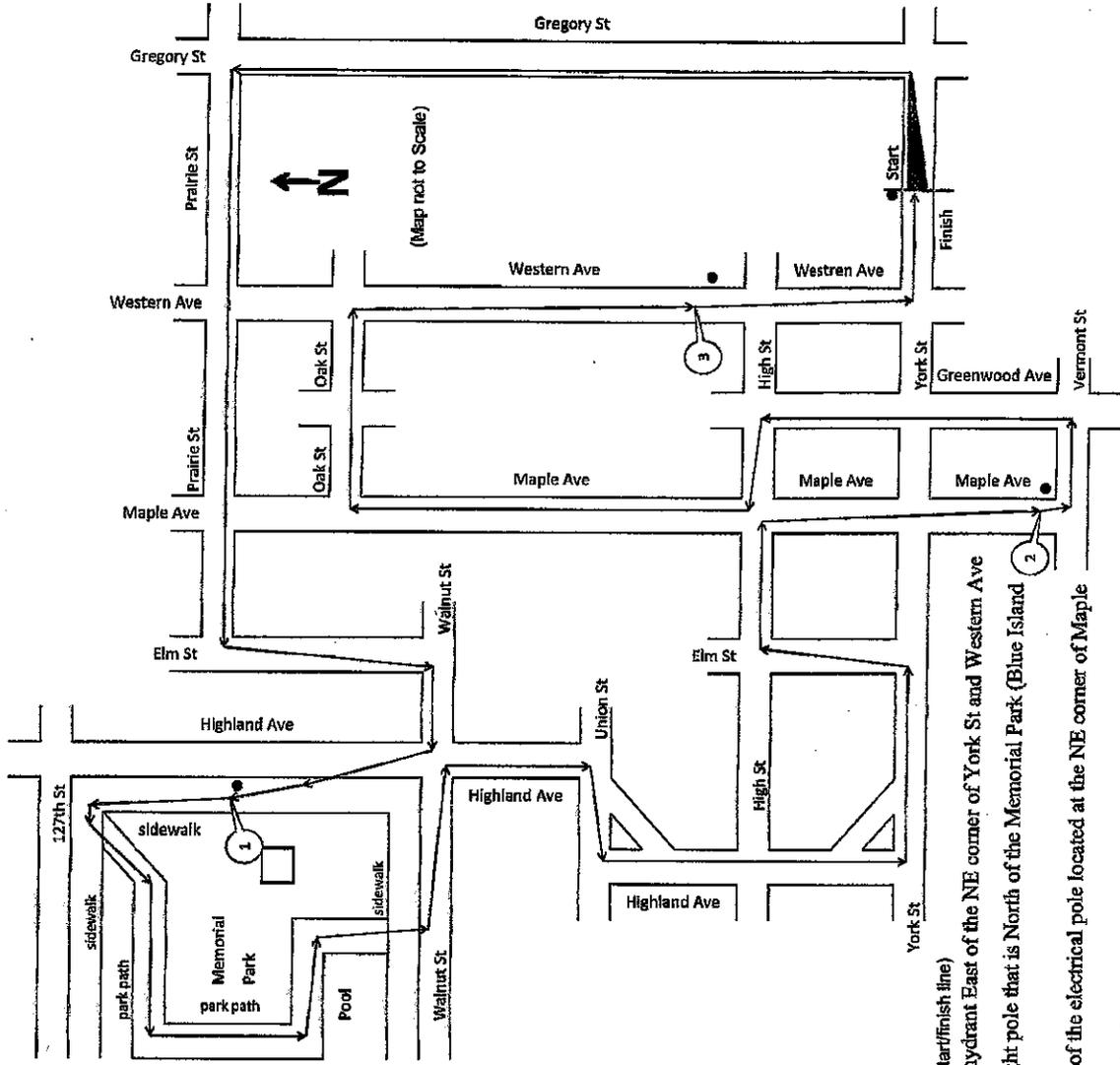
Thank you for the opportunity and consideration of our request.

Best,

Esmeralda Rosales
St. Benedict School
Latino Initiative Committee
mera617@yahoo.com
708-250-1992
www.stbenedict5k.com

Blue Island 5K - Blue Island, IL
OCTOBER 5, 2013 8:00AM

Measured by: Neyl A. Marquez - neylanj@gmail.com



(same start/finish line)

Start: eastbound York St, North edge, adjacent to fire hydrant East of the NE corner of York St and Western Ave

Mile 1: northbound sidewalk, East edge, adjacent to light pole that is North of the Memorial Park (Blue Island Park District) building

Mile 2: southbound Maple Ave, East edge, 4' 5" North of the electrical pole located at the NE corner of Maple Ave and Vermont St

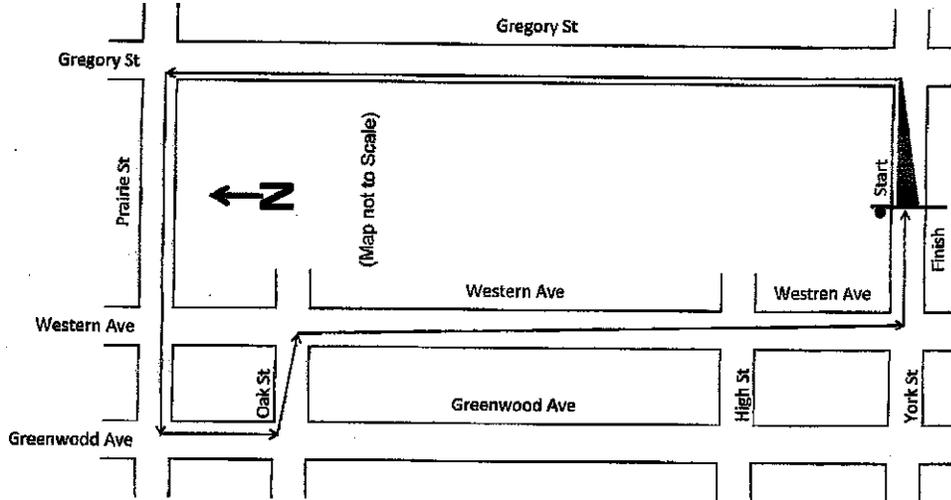
Mile 3: southbound western Ave, East edge, 25' 5" North of the 1st light pole that is North of the NE corner of Western Ave and High St

5K Finish: eastbound York St, North edge, adjacent to fire hydrant East of the NE corner of York St and Western Ave

Blue Island 5K - Blue Island, IL - 1 Mile

OCTOBER 5, 2013 8:00AM

Measured by: Neyl A. Marquez - neylamj@gmail.com



(same start/finish line)

Start: eastbound York St, North edge, adjacent to fire hydrant East of the NE corner of York St and Western Ave
1 Mile Finish: eastbound York St, North edge, adjacent to fire hydrant East of the NE corner of York St and Western Ave



Administrative Office
Business Office
10833 S. LaPorte
Oak Lawn, IL 60453
Phone: (708) 425-3344
Fax: (708) 425-3530

January 16, 2014

OK

Ms. Pam Frasor
City Clerk
City of Blue Island
13051 Greenwood Ave
Blue Island IL 60406-2331

Dear Ms. Frasor:

As you know, Park Lawn is a non-profit agency that provides programs for individuals with intellectual and developmental disabilities. Our facilities are throughout the South Suburbs of Chicago and include an adult training center, workshop, supported employment, residential centers and community living. Although our facilities are local, Park Lawn's outreach is beyond the Southwest Suburbs, assisting families locally and throughout Illinois.

Park Lawn is gearing up for its annual Tag and Candy Day Fundraiser: This major event is scheduled for **Friday & Saturday, April 11/12 and April 18/19, 2014**. Community volunteers will be soliciting for donations on street corners and by storefronts from 6:00 a.m. until 8:00 p.m. or dusk. We provide them with a bright orange safety vest with Park Lawn's logo, a bucket with Park Lawn's logo and a tag with information about Park Lawn.

We are asking for your permission to solicit donations for Park Lawn. **Please fax the signed form to me at 708-229-9325** or scan and email it to csanmiguel@parklawn.com. If faxing is not available, please call me at (708) 425-6867 or mail it to Park Lawn, 10833 S. LaPorte Ave. Oak Lawn, IL 60453.

Once again, thank you for your continued support.

Sincerely,
Cynthia San Miguel
Cynthia San Miguel
Marketing Coordinator

Please check the most appropriate date for your schedule. Permission is granted to Park Lawn to tag within the City of Blue Island on the following dates:

April 11th _____ April 12th _____ April 18th _____ April 19th _____

Authorized Signature: _____ Date: _____

Name in Print: _____ Title: _____

Adult Developmental Training
10833 S. LaPorte
Oak Lawn, IL 60453
(708) 425-3344
Fax: (708) 425-3530

Vocational Services
CILA and SEP
5040 W. 111th St.
Oak Lawn, IL 60453
(708) 425-7377
Fax: (708) 425-7899

Residential Services
Park Lawn Center
5831 W. 115th St.
Alsip, IL 60803
(708) 396-1117
Fax: (708) 396-1188

Residential Services
Park Lawn Homes
12616 S. Kostner
Alsip, IL 60803
(708) 385-1982
Fax: (708) 385-8145

Park Lawn Association
Development Office
10833 S. LaPorte
Oak Lawn, IL 60453
(708) 425-6867
Fax: (708) 229-9325



A NON-PROFIT ORGANIZATION SERVING INDIVIDUALS WITH INTELLECTUAL DEVELOPMENTAL DISABILITIES SINCE 1955

Donations are deductible to the extent allowed by the IRS Codes.

www.parklawn.com



United Way Agency

TO: BLUE ISLAND CITY COUNCIL

Carmine Bilotto

TREASURER OF THE CITY OF BLUE ISLAND

THE UNDERSIGNED, CARMINE BILOTTA, IN COOK COUNTY, ILLINOIS, RESPECTFULLY SUBMITS THE FOLLOWING REPORT, SHOWING THE STATE OF THE TREASURY AT THE CLOSE OF BUSINESS ON 1/31/14

FUND NAME	CHECKING BALANCE LAST REPORT	RECEIVED	PAID OUT	CHECKING BALANCE	SHORT TERM INVESTMENTS	LONG TERM INVESTMENTS	TOTAL FUND BALANCE
GENERAL	\$230,151.13	\$1,381,236.81	\$1,439,489.75	\$171,898.19	\$0.00	\$52,525.40	\$224,423.59
WATER	\$228,177.89	\$468,260.13	\$240,084.44	\$456,353.58	\$0.00	\$896.47	\$457,250.05
GOLF	\$24,585.34	\$4,700.91	\$17,518.57	\$11,767.68	\$0.00	\$1,963.08	\$13,730.76
GOLF CONCESSION	\$9,582.80	\$1,758.08	\$1,205.70	\$10,135.18	\$0.00	\$0.00	\$10,135.18
MFT	\$14,267.41	\$58,416.70	\$58,416.09	\$14,268.02	\$0.00	\$143,593.92	\$157,861.94
CDBG	\$103.17	\$0.00	\$0.00	\$103.17	\$0.00	\$0.00	\$103.17
TIF 2	\$201,516.89	\$21,780.15	\$13,205.37	\$210,091.67	\$0.00	\$1,541.83	\$211,633.50
TIF 3	\$23,535.33	\$1.00	\$0.00	\$23,536.33	\$0.00	\$0.00	\$23,536.33
TIF 4	\$26,974.69	\$314.92	\$8,796.50	\$18,493.11	\$0.00	\$0.00	\$18,493.11
TIF 5	\$64,543.32	\$2.72	\$1,030.50	\$63,515.54	\$0.00	\$0.00	\$63,515.54
TIF 6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRANT (INT BEARING)	\$113,450.81	\$19.27	\$0.00	\$113,470.08	\$0.00	\$0.00	\$113,470.08
VERMONT PARKING LOT	\$15,042.06	\$5,099.01	\$15,000.00	\$5,141.07	\$0.00	\$0.00	\$5,141.07
PARKING TICKET COL ACC	\$6,128.91	\$4,425.15	\$6,000.00	\$4,554.06	\$0.00	\$0.00	\$4,554.06
ALLIED A.S.O.	\$32,328.72	\$60,098.73	\$66,198.51	\$26,228.94	\$0.00	\$0.00	\$26,228.94
PAYROLL	\$6,455.00	\$1,210,504.45	\$1,132,338.40	\$84,621.05	\$0.00	\$0.00	\$84,621.05
GRANT(NON-INT BEARING)	\$337,216.65	\$3,571.47	\$10,392.91	\$330,395.21	\$0.00	\$0.00	\$330,395.21
FLEX 125 PLAN	\$4,432.31	\$0.00	\$3,267.50	\$1,164.81	\$0.00	\$0.00	\$1,164.81
BI SPECIAL EVENTS FUND	\$1,234.98	\$0.00	\$0.00	\$1,234.98	\$0.00	\$0.00	\$1,234.98
FUND TOTALS	\$1,339,727.41	\$3,220,189.50	\$3,012,944.24	\$1,546,972.67	\$0.00	\$200,520.70	\$1,747,493.37

Checks approved but not sent due to no cash available \$658,774.78

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

**ORDINANCE
NUMBER 2014-007**

CITY OF BLUE ISLAND WATER AND SEWER RATE ORDINANCE

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

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

Aldermen

ORDINANCE NO. 2014-007

CITY OF BLUE ISLAND WATER AND SEWER RATE ORDINANCE

AN ORDINANCE Creating Rules and Regulations in Relation to the Conduct and Management of the Blue Island Water Department and Establishing the Rates to be Charged for Water Used. This Ordinance is to be entitled and known as the "CITY OF BLUE ISLAND WATER AND SEWER RATE ORDINANCE."

Whereas, the City of Blue Island has the authority to charge a reasonable compensation for the use and service of its water and sewer system and to establish rates for that purpose pursuant to 65 ILCS 5/11-139-8;

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

Section 1

ADMINISTRATION. The administration of the Water and Sewer Department of the City of Blue Island shall be with the Mayor and City Council of said City and their authorized officers and committees. Work in connection with or affecting the water system proper, and the reading of water meters, shall be under the supervision of the Blue Island Water and Sewer Department. Work affecting streets or alleys due to causes pertaining to the water system shall be under the supervision of the Superintendent of Public Works. The Building & Zoning Department shall issue all required permits, receive fees and deposits and keep records thereof. The City Clerk shall supervise the issuance and records of water bills, such bills being prepared from meter readings delivered to the Clerk's Office by the Water and Sewer Department.

Section 2

QUANTITY – QUALITY – ALLOCATION – LIABILITY.

- (A) The quantity, quality, and pressure of water delivered by the City to the premises of consumers hereunder at any given time shall be only such as is within the ability of the City to provide at that time, subject to the limitations and conditions of the water supply furnished to the City, to the operation of the distribution system of the City, to any other physical reason, and to Acts of God.
- (B) During, and for the reason of an emergency in which it may, in the opinion of the Superintendent of Water, be inadvisable or impossible to supply water to users hereunder in sufficient quantities as might be desired by all users for all purposes, such Superintendent of Water shall have the right to curtail and to allocate the use of water from the system to all users for all purposes, or to curtail or prohibit entirely the use of

water from its system for specific purposes, such action to be reported promptly to the City Council, and the normal supply of water restored as soon as conditions permit.

- (C) It is herewith specified, and shall be understood by any and all hereafter served with water, that such water service is subject to the express conditions and provisions of this Ordinance and that such persons, firms, or corporations take such water subject to the risks thereof, and that the City of Blue Island shall in no manner be liable or responsible for any degree of loss or damage whatsoever to any product or thing whatsoever, including life and health, which may at any time be claimed to have been incurred by the act of the City serving water hereunder, and/or by the exercise by said City of the provisions of this Ordinance.

Section 3

ALL WATER TO BE METERED. All water taken from the water mains of this City shall be metered through meters furnished and approved by the City, as hereinafter provided, including water taken from a public fire hydrant, and then only as authorized by an officer of the City Fire or Water and Sewer Departments.

Section 4

DAMAGING WATER SYSTEM. No person shall willfully or carelessly break, injure, mar, deface, interfere with or disturb any apparatus, attachment or appurtenance of the Blue Island Water and Sewer Department and water distribution system or commit any act tending to obstruct or impair the intended use of such equipment. The perpetrators of such act or acts, whether done willfully, carelessly, or accidentally, shall be liable to the City for the costs and results thereof.

Section 5

TAPPING CITY WATER MAINS. All mains shall be tapped by the contractor responsible for the installation.

Section 6

PERSONS AUTHORIZED TO DO PLUMBING. No person except a plumber licensed and bonded as required by the City as provided in the Plumbing Code of Blue Island, or authorized City employees, shall do plumbing work within this City in connection with or connected to the water system of Blue Island.

Section 7

OPENING OR EXCAVATION IN STREET, PARKWAY OR ALLEY. An opening or excavation in any street, parkway or alley of this City for any purpose whatsoever related to the water system of the City shall only be performed by authorized City employees and plumbers licensed and bonded as required by the City. Any such opening or excavation shall also be

subject to and performed in accordance with the provisions of that certain ordinance entitled "AN ORDINANCE RELATING TO THE OPENING OR EXCAVATION OF ANY STREET, PARKWAY OR ALLEY IN THE CITY OF BLUE ISLAND", known as the Street Opening Ordinance of the City, and to the provisions of any other ordinance or ordinances now or hereafter in effect relating to street, parkway or alley openings.

Section 8

OWNERSHIP AND MAINTENANCE OF WATER SYSTEM COMPONENTS.

- (A) All water pipes and fittings connected with the water system of this City which are placed under any highway, street or alley of the City, are the property of the City, although the cost of same may have been paid for by others. The normal maintenance of the water pipes and fittings connected to the water system and located between the City Main and the roundway in the parkway shall be provided and paid for by the City. The maintenance of water pipes, fittings and any other fixtures and appurtenances between the roundway and the water meter shall be provided and paid for by the owner of the property to which water is supplied.
- (B) All water meters shall be furnished by the City and will remain its property.

The city will furnish and maintain all meters "one inch" and smaller in diameter. These meters will be paid for by the user and may be installed by licensed plumbers. If this type and size of meter is damaged by neglect or otherwise the cost of repairs to the meter shall be paid for by the user.

The user of any meter which is more than "one inch" in diameter will pay the City of Blue Island for the cost of the meter. The user of a meter of this size shall also be responsible to maintain the meter in proper working order and pay for the costs of any repairs to the meter to keep it in proper working order. This responsibility of maintenance of meters of this size shall include, but not be limited to, calibration of the meter every five (5) years to assure the accuracy of the meter. This calibration shall be performed by a duly licensed meter company. The company performing the calibration shall submit a certified report of its findings to the City of Blue Island Water and Sewer Department within seven (7) working days of the date of the calibration. The cost and expense of all maintenance and repairs to a meter of this size including, but not limited to, the cost and expense of the calibration shall be paid for by the user of the meter.

If the City of Blue Island Water and Sewer Department determines, after its own inspection or receipt of a report from a licensed meter company, that the meter is not functioning accurately, is not properly calibrated or is otherwise not in proper working order, it shall submit written notice to the user of the meter of this determination. The user of the meter shall make all necessary repairs, perform all necessary maintenance or perform the required calibration to the meter to bring it into proper working order within seven working days after receipt of this notice. If the user of the meter fails or refuses to

make said repairs, perform necessary maintenance or perform the required calibration within said seven day period, the City may order the repairs, maintenance and/or calibration to be performed by its own water department or a licensed company and charge the user for all costs and expenses for the repair, maintenance and/or calibration on the user's next water bill or in any other appropriate manner. If access is not given to repair or replace the meter, water service will be terminated until repairs to meter have been completed.

Section 9

SEPARATE WATER CONNECTIONS TO PROPERTIES. From and after passage of this Ordinance, each distinct main building to which water is supplied, shall be so supplied through a separate and independent water service pipe, with separate tap to the water main, and with separate meter to each such main building. Each separate service pipe shall be equipped with a roundway or valve in the supply line just ahead of meter, controlled from within the building or in the meter vault.

Section 10

SERVICE PIPE. The water service pipe shall run in as direct line as possible between water main to parkway roundway to meter, and shall be approximately five (5) feet below ground level, with no branch service installed between main and meter. The service pipe shall extend above the basement floor if meter is in basement, above the building floor if meter is in building, or above the vault floor if meter is in outside vault. Such service pipe must be no less than 1-inch internal diameter in size and shall consist of the materials and be constructed in accordance with the requirements of the "City of Blue Island Plumbing Code" (hereinafter Plumbing Code) as amended from time to time. It shall be equipped with a shut off both at the parkway and at the meter as aforesaid.

Section 11

INSTALLATION OF WATER METERS.

- (A) All water meters shall be furnished by the City, but with installation charge to be paid by the plumber as provided in the Plumbing Code, and shall be of such type, size, and construction as the City may specify, and shall at all times remain the property of the City. Provided, however, that additional or auxiliary meter or meters desired by the owner or consumer being supplied for the purposes of subdividing the total water used, shall be at the entire expense of such owner or consumer, and shall be their property. The reading of such additional meters and the maintenance thereof shall be by the owner or users.
- (B) All Meters shall be installed as close as possible to the entry point of the service pipe. The location shall be in accordance with the directions and requirements of the City Water and Sewer Department. No person, other than licensed and bonded plumbers or

employees of the City Water and Sewer Department, shall be permitted to install, remove or change the location of any meter. Meters must be at all times readily accessible for reading and examination by the designated employees or designees of the Water and Sewer Department. Meters must not be exposed to danger of damage by frost or freezing. If the meter becomes damaged by frost or freezing, by hot water, or in any other manner due to the carelessness or neglect of the owner or occupant of the premises, or their agent, such owner or occupant must pay for such damage.

- (C) Meters shall be installed by a licensed and bonded plumber and shall be so installed and operating before completion of the installation and before water is first supplied to the premises; provided, the plumber may use a temporary water connection without meter for testing purposes only.
- (D) When the water distribution system pipes in any building or structure are used as the ground for the electric system serving said building or structure, a jumper wire being a minimum size #6 wire conductor shall be connected to the pipe on each side of the water meter so as to form a by-pass and continuous circuit around said water meter.
- (E) Remote meters shall be installed in all residences served by the City of Blue Island's Waterworks system. Installation of the remote meters shall be performed by the City of Blue Island Water and Sewer Department. Only meters approved by the City of Blue Island Water and Sewer Department shall be installed. The cost of installation for these meters shall be \$50.00 and shall be included on the first billing statement issued to the owner of the residence after installation of the meter. Owners have 6 months from the date of notification by the City to install a remote meter. If compliance is not met during that period of time, water service will be turned off and not turned on until the remote meter has been installed.

Section 12

SPRINKLING AND IRRIGATION.

- (A) Sprinkling and watering of lawns during the hours of 12:00 noon through and including 6:00 p.m. shall be completely prohibited during the period of time beginning on May 15 of each year and continuing through September 15 of each year. During this period beginning May 15 of each year, lawn sprinkling shall only be permitted at other hours of the day, unless it is determined by the Superintendent of the Blue Island Water and Sewer Department that storage requirements or other water system demands require additional restrictions and preclude sprinkling even during these times.
- (B) Sprinkling and watering of lawns by residents for periods of time in excess of two (2) hours during the period beginning May 15 through and including September 15 of each year is completely prohibited.

- (C) Sprinkling and watering of lawns by residents for periods of time in excess of three (3) hours during the period of the year from September 16 of each year through and including May 15 of each succeeding year is completely prohibited.
- (D) The Superintendent of the Blue Island Water and Sewer Department is authorized to impose and implement such other restrictions on non-essential outside water uses as may be necessary in the event of an emergency water shortage or when storage requirements and other system demands preclude sprinkling and other non-essential outside water uses. These restrictions may include a complete temporary ban on all outside water uses in the event of an emergency water shortage or a further restriction on the hours of the day when lawn sprinkling and other non-essential outside water usage may be conducted. Prior to imposing and implementing these restrictions the Superintendent will notify the Mayor and, at a minimum, the City Council members who serve on the Municipal Services Committee of the City Council and shall provide them with his reasons for implementing and imposing additional restrictions on non-essential outside water usage and lawn sprinkling.
- (E) Residents of the city are expressly encouraged to restrict lawn sprinkling to the hours of the day between 3:00 a.m. and 7:00 a.m. during the period of each year beginning on May 15 through and including September 15, and at all other times of the year if possible.
- (F) Any person or entity violating or failing to comply with any provision of Section 12 of this ordinance shall upon conviction thereof, be fined not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) for each offense.

Section 13

WATER SUPPLIED FOR AIR CONDITIONING AND/OR REFRIGERATION. From and after passage of this Ordinance, water will be supplied to air conditioning and/or refrigeration systems subject to the following provisions:

- (A) The terms air conditioning system and refrigeration system, for the purposes hereof, shall mean those systems using water from the City water mains for the dissipation of the heat of compression and for condensation of refrigerant, as differentiated from those systems using air as a cooling medium for those purposes.
- (B) A water conserving device shall mean a water cooling tower, spray pond, evaporative condenser, or other equipment, by which City water after use is cooled through contact with the air and by evaporation, and is recirculated and re-used, thereby limiting the use of fresh water from the water mains to replace that water lost by evaporation and windage.
- (C) All water cooled air conditioning and/or refrigeration systems, regardless of horsepower size, and whether in single or multiple units, using the City water supply, shall be equipped with and have in operation a water conserving device. The City water to be supplied to each such system shall not exceed two tenths ($2/10^{\text{th}}$) gallons per minute per

compressor horsepower of the system. If an incident of short duration occurs when the condensing pressure in the system becomes sufficiently high as to endanger life or property, additional water may be used for the duration of the incident upon receipt of permission to so do from the Superintendent of Water. During the off peak season of the demand upon the Water System of Blue Island, between the 1st day of November and the 1st day of May of the succeeding year, a greater volume of water than that specified herein may be used in air conditioning or refrigeration systems provided the City in the exercise of discretion by the Superintendent of Water, grants permission for the use of the greater volume of water.

- (D) The taking of City water as a prime cooling medium for any space, product or similar use, or through a mechanical system as described in the foregoing paragraphs without installation of a water conserving device which recirculates and reuses the water used is prohibited.

Section 14

REFERENCE TO PLUMBING CODE. All details of a plumbing installation as to materials, workmanship, methods, supervision, inspection, and other regulations pertaining to any and all appurtenances connected to the water system of the City of Blue Island, shall be in compliance with this Ordinance and with that certain Ordinance entitled "City of Blue Island Plumbing Code" and with any other Ordinance or Ordinances now or hereafter in effect relating to plumbers or plumbing within this City.

Section 15

APPLICATIONS AND PERMITS.

- (A) Inasmuch as plumbing is permitted to be done only by a licensed and bonded plumber as aforesaid, the application to begin proposed plumbing work shall be made to the City Building & Zoning Department by such plumber as agent of the property owner. The applicant shall supply such information as required by the Building & Zoning Department, and from which the permit fee and deposit, if any, can be computed as provided in the provisions of the Plumbing Code of this City governing such plumbing fees and deposits.
- (B) Upon payment of the computed fee and deposit, if any, the Building & Zoning Department will issue a permit, which will be presented to the Superintendent of the Blue Island Water and Sewer Department or his designee as notice of the plumber's authority to begin work. No such work whatsoever shall begin until such issuance and presentation of the authorizing permit.
- (C) Upon completion of any plumbing work, and before covering the plumbing work in any manner as to hinder inspection, the Plumbing Inspector shall be notified by the plumbing contractor. The Plumbing Inspector shall inspect the installation to determine if it is in

compliance with the Plumbing Code, with this ordinance, and with the details of the permit by which the fee and deposit, if any, were computed.

- (D) If the plumbing work is found to be in compliance, the Water and Sewer Department or the plumbing contractor, depending on the size of the service pipe, shall make a final tap to the city main and begin the supply of water. If the plumbing work is not in compliance, such tap to main shall not be made, or if made for testing, shall be disconnected until compliance is reached.

Section 16

APPLICATIONS OF WATER USERS OUTSIDE CITY LIMITS.

- (A) When any person, firm or corporation outside the city limits of Blue Island desires to receive a water supply from the water mains of this City, he shall make application to the City Council in substantially the following form:

APPLICATION TO THE CITY OF BLUE ISLAND, ILLINOIS FOR WATER SERVICE OUTSIDE THE CITY LIMITS

The undersigned, hereinafter called the applicant, hereby applies to the City of Blue Island, Illinois, for water service to the following described place or places outside the city limits of said City, and for permission to make connection to the water system of said City for that purpose, and in support of such application represents:

- 1) The street address or location of the property to be served is _____ which is legally described as _____
- 2) Size of service pipe connection is _____
- 3) Estimated volume of water to be used per annum is _____ gallons
- 4) Character of property, residential, commercial, industrial (strike out inapplicable).
- 5) Number and character of independent buildings to be served: _____
- 6) Other information or remarks _____

The applicant further states that he has read and is familiar with the provisions of the Ordinance entitled and known as the "Blue Island Water and Sewer Rate Ordinance", and particularly those provisions thereof relating to the furnishing of water to users outside the City limits, and agrees that if this application is approved and the water connection made, he will abide by and be governed by the provisions of said Ordinance and all amendments which may hereafter be made thereto, and by all other laws and regulations thereto appertaining now or hereafter in force.

This application, if and when approved by the City Council, shall, together with the applicable provisions of the appropriate Ordinances and laws, constitute the Agreement between the applicant and the City.

The City may, in its discretion, require that this application, following its approval, be recorded in the office of the recorder of Deeds, Cook County, Illinois.

Approval recommended _____ 20 _____
Applicant

Municipal Services Committee

Approved by City Council at meeting held _____
_____, 20 _____
City Clerk

(B) Said application shall be referred by the City Council to the Municipal Services Committee of said Council, who shall consider same and make recommendation thereon to the City Council. No connection for water service outside the City shall be made unless and until the application is approved by the City Council.

(C) The making of such water connection and the furnishing of water by the City to every user outside the City, shall be subject to the following conditions:

- 1) That said water connection and furnishing of water shall conform in its entirety with the provisions of this Ordinance and the Plumbing Code of this City, as either or both may now exist or hereafter be amended.
- 2) That the furnishing of such water by this City, and the use hereof by the consumer, shall at all times be subject to all rules and regulations affecting water users within the City, unless otherwise specified, and shall be subject to any special regulations governing water users outside the City.
- 3) That in case any territory is annexed to this City in which territory any water pipes are laid in accordance with these provisions, all such pipes which are placed in or under any highway, street or alley shall, upon annexation, become the property of this City.
- 4) That in the event of the annexation to this City of territory which shall include the premises of the owners, the said owners agree that they will not hinder by legal or other means any local improvements for which they may in the future be assessed

or which may be levied against said premises, and further agree that they will not sign any petition opposing the annexation to the City of the territory in which said premises are located.

- 5) That the location of the water meter shall be at the discretion of the City.
- 6) That it shall be the responsibility of the owner of the property outside the City to which water is furnished by the City to keep in good repair all water pipes and fittings between the city main and the meter, and to promptly report leaks therein or damage thereto.
- 7) A connection fee shall be paid to the City before the connection is made for any connection. For larger connections the fee shall be such amount as the City Council shall fix at the time it approves the making of such connection.
- 8) No additional connection for the furnishing of a water supply to any other building or place than that specified in the application shall be made or permitted unless and until a new application therefore in the form hereinabove set forth is made and approved in the manner required in this Section 16 and the connection fee paid.

Section 17

SPECIAL WATER INSTALLATION WITHIN THE CITY

- (A) A special water installation within the City to be served by water from the city water mains is defined as that installation connection to and extending from a water main of this City to a location within the City where such extension would not ordinarily be made, for reason of city water mains not being laid in the street or alley bounding such premises, the connections being made at the special request of the property owner, and at his entire expense.
- (B) Application for a special water permit shall be made to the Superintendent of Water. Fees and deposits required to be made for such special water installations shall be as provided in the Plumbing Code, as said ordinance or other ordinances relating to plumbers and plumbing may now or hereafter be in effect.

Section 18

PRIVATE SOURCE OF WATER - - REUSE OF CITY WATER

- (A) Water used in or about any private premises or public place, including use for fire protection, from a source such as wells, cisterns, rivers, or from any other source except the City water supply system, shall be kept entirely separate from and with no direct or indirect connections to the City water supply system.

- (B) No water from the supply mains of the City which water has been once used for any purpose, shall be piped or conveyed in any manner into the City water supply system so as to become mixed with or form a part thereof; nor shall any such once used water from the City mains, or water from any private source, be used in any processing of foods or other things for human or animal consumption.

Section 19

APPLICATION BY OWNER FOR WATER SERVICE.

In all cases where water is to be supplied to any premises for use by a tenant, an application shall first be made therefore in writing by the fee title holder of the premises or beneficiary of a land trust having power of direction, if title to the premises is held in a land trust. The application shall be made upon forms to be supplied by the water department. The applicant shall, by the terms of the application, agree to pay any charges for the water supplied to the premises for use by any occupant or tenant and shall be liable to pay for all water supplied to the premises for use by any occupant or tenant. Payment of water billing is the responsibility of the property owner.

Section 20

DEPOSIT AND FEES FOR USE OF CITY WATER HYDRANT. Use of a city water hydrant to obtain water for any purpose must first be approved in writing by the Superintendent of Water. Prior to using a city water hydrant for any purpose the user must make a written application describing the proposed use. The user must also make a \$400.00 deposit and provide a certificate of insurance insuring the City for any damage caused to the water hydrant, water main, water meter or any other component of the city's water system. Water used shall not be wasted and shall be used only for the purpose specified in the application, and such use may be suspended or terminated at any time when in the discretion of the Superintendent of Water the best interests of the City require suspension or termination.

After the use of the water hydrant is completed, the Superintendent of Water will inspect the hydrant, meter and water system for damages. If the water hydrant is found undamaged the deposit shall be returned to the depositor after payment in full is made for water usage. If the hydrant is found damaged, the deposit shall be applied to the costs of necessary repairs or replacement. If the cost of necessary repairs or replacement exceeds the amount of the deposit, then the user shall pay the City the amount of the excess cost.

The user shall also be responsible to pay the City the cost of the water used in accordance with the rates set forth in Section 24 for minimum usage for a 3 inch meter plus the then prevailing per 1000 gallon or fraction thereof cost for all water used in excess of the minimum usage.

Section 21

FEES AND DEPOSITS AS REQUIRED OF PLUMBERS BY THE PLUMBING CODE.

Except as provided herein, the fees and deposits for plumbing work in connection with the water system of this City, shall be as provided in the Plumbing Code or other applicable ordinances now or hereafter in effect.

Section 22

READING OF WATER METERS.

- (A) The supply of City water through each separate service pipe must be recorded by one meter, for which only one account will be rendered by the City Collector.
- (B) Meters of all residential consumers shall be read every other month and billing will be monthly. Commercial accounts will be read monthly and billed monthly.
- (C) Any decision of the Superintendent of Water made under the provisions of this section concerning billing and charges for water services may be appealed to the City's Municipal Services Committee by submitting an appeal form provided by the City.

Section 23

METER TESTING – CHANGES – CHARGES.

- (A) In case of breakage, stoppage, or any other irregularity in the meter, the owner or consumer is to notify the Superintendent of Water immediately and all necessary repairs will be made by the City, except as provided in Section 8, Subsection B of this Ordinance.
- (B) Upon the written request of the owner or consumer, the proper official will test the meter servicing the premises. A deposit of money in an amount which is equal to the current rate charged to the City to calibrate the water meter, as such amount is determined by the Superintendent of Water or his designee from time to time, will be required before the meter is tested. The deposit will be returned after the meter is tested if it is found to be registering incorrectly, that is greater than 2% of accurate, such condition being to the disadvantage of the consumer. Otherwise, the deposit shall be retained by the City to cover the costs of the test. The owner or consumer may be present at the time of the test, and the results of the test shall be reported to the owner or consumer as the case may be. If the testing of a meter indicates that it was registering incorrectly, the charge to the consumer for water used shall be on the basis of the consumption for the corresponding period of the previous year. If the meter had not been in service for a year, or in the corresponding period of the previous year, or if for any other reason the charge for the

corresponding period cannot be properly determined, the charge shall be equitably adjusted by the Municipal Services Committee. The minimum metered rate as hereinafter specified will be charged for as long as the meter remains on the service.

- (C) In response to the written request of the owner or the owner's authorized agent asking that the water be shut off and the meter removed, the City will proceed to comply with such request, and the minimum rate as hereinafter specified will cease on the date when the meter is removed. No charge will be made for the removal of a meter, but a charge of \$30.00 will be made when a meter is again installed. After the water supply has been shut off for any reason except for repairs, the service will not be reestablished unless a written order is given to the Water and Sewer Department by the owner or authorized agent and any arrearage in payments are paid in full.
- (D) Where a meter reading must be estimated because of inaccessibility of the meter, the charge to the consumer will be a weighted average of previous use. The consumer shall pay all additional charges when the meter is read and shall not be entitled to a cash refund should the charge be higher than the reading, unless authorized by the Municipal Services Committee after appeal thereto. A consumer shall always be charged at least a minimum charge as provided for in Section 24 of this Ordinance, even if a gallonage credit exists. A card returned by the consumer showing an actual reading of the meter shall not be considered an estimate.

Section 24

METER WATER RATES. All city water supplied to consumers shall be metered and all such water shall be charged at the regular classified rates in effect at the same time the water is consumed with no allowance being made for excessive consumption due to leaks or waste. The charge for water supplied through meters is hereby established at the following rates:

RATE

- (A) Monthly Billing Rate for Water Usage in Excess of the Minimum Usage.

RATE

- 1) For users located within the corporate limits, the rate shall be \$6.31 Per 1,000 Gallons or fraction thereof used in excess of the minimum gallons as set forth in Subsection B.
- 2) For users located wholly or partly outside the corporate limits, the rate shall be \$8.03 Per 1,000 Gallons or fraction thereof used in excess of the minimum gallons as set forth in Subsection B.

MINIMUM USAGE AND BILLING

- (B) The minimum bills for water supplied through a meter shall be as follows:

<u>Meter Size</u>	<u>Minimum Number of Gallons Used</u>	<u>Minimum Monthly Billing For Users Inside Corporate Limits</u>	<u>Minimum Monthly Billing for Users outside Corporate Limits</u>
5/8" & 3/4"	2000 or less	\$ 12.62	\$ 16.06
1"	7000 or less	44.17	56.21
1-1/2"	11000 or less	69.41	88.33
2"	15000 or less	94.65	120.45
3"	26000 or less	164.06	208.78
4"	35000 or less	220.85	281.05
6"	52000 or less	328.12	417.56
Over 6"	100000 or less	631.00	803.00

(C) When water is supplied through one meter to one building which contains more than one dwelling unit, commercial or store unit, office unit or any combination thereof, the consumer in whose name the water account is registered shall be charged an additional amount of \$2.00 per month, or fraction of a month, for each additional unit supplied through such meter. The charges set forth in this Subsection shall be in addition to the rates charged for water usage.

(D) Minimum Usage and Billing for Fire Service Lines.

The minimum bills for water supplied through a meter for fire service lines shall be as follows:

<u>Meter Size</u>	<u>Minimum Number of Gallons Used</u>	<u>Minimum Monthly Billing For Users Inside Corporate Limits</u>
1"	3,000 or less	\$ 18.93
1 1/2"	5,000 or less	31.55
2"	7,000 or less	44.17
3"	13,000 or less	82.03
4"	17,000 or less	107.27
6"	26,000 or less	164.06
Over 6"	50,000 or less	315.50

(E) Rates for Trailer Parks

1) Where water is supplied through one meter to a trailer park, whether located within or outside the corporate limits of the City of Blue Island, the person, firm

or corporation in whose name the water account is registered shall be charged an additional amount of \$2.00 per month or fraction of a month for each trailer, or other person, firm or corporation supplied through such meter. The charges set forth in this paragraph shall be in addition to the rates charged for water usage.

- 2) Each owner or operator of a trailer park as hereinabove set forth shall at the end of each month furnish the Superintendent of Water a list showing the number of trailers located in such park at the end of the month. The Superintendent may require that the list be sworn to under oath by the owner or operator.

(F) Rate for Users Located Wholly or Partly Outside of Corporate Limits.

- 1) When water is supplied through one meter to more than one person, firm or corporation, whether it be for residential, commercial or industrial uses or otherwise, the consumer in whose name the water account is registered shall be charged an additional amount of \$2.00 per month or fraction of a month for each person, firm or corporation supplied through such meter. The charges set forth in this paragraph shall be in addition to the rates charged for water usage.
- 2) All persons, firms or corporations located wholly or partly outside of the corporate limits of the City of Blue Island in whose name the water account is registered shall furnish to the Water and Sewer Department of the City of Blue Island on or before April 30th of each year, or sooner if requested by the Superintendent of Water, a list in writing showing the name, address, description and character of use of property, indicating whether the use is residential, commercial, industrial or otherwise. The list shall also identify every additional user of water being served, if any. Such list shall be sworn under oath if requested by the Superintendent of Water.

(G) If a change is made by the City of Chicago increasing the rates charged for water it sells to the City of Blue Island, such change increasing the rates shall be reflected immediately in the computation of water rates charged by the City of Blue Island to all water consumers.

(H) The charges and rates for all water supplied to users by the City of Blue Island shall be evaluated annually by the City Council and are subject to change. Any and all future such charges and rates, including but not limited to those identified in this Section 24, will be adopted and established by the City Council in an annual fee schedule.

Section 25

PAYMENT AND DELINQUENCY OF WATER BILLS, NOTICE OF LIEN.

(A) Payment of Water Bills. Water accounts are due when bills are rendered and no discounts shall be allowed. Each and every bill rendered shall be plainly marked with a

date after which a penalty of 10% shall be added, and each bill shall be mailed or otherwise rendered to the consumer not less than 10 days prior to such penalty date. If such bill has been not paid on or prior to such penalty date, a penalty of 10% of the amount of such bill shall be added, and thereafter such bill shall not be considered paid unless and until the original amount plus the penalty is fully paid.

- (B) Delinquency of Water Bills. When the water bill for any premises remains unpaid for 10 days after the due date such water account shall be deemed delinquent.
- (C) Notice of Delinquency. When a delinquency occurs, the City shall give written notice to the person, firm or corporation in whose name the account is registered in the records of the City Water and Sewer Department, and like notice shall be given by the City to the owner of the premises in connection with which such water was used, if such owner is other than the user and if his name and address is registered in the City's records in the Water and Sewer Department. No notice to the owner is required if the owner's name and address is not registered in the city's records in the Water and Sewer Department.
- (D) Form of Notice of Delinquency. The form of notice of delinquency as aforesaid shall be in such form as the Water and Sewer Department may from time to time prescribe and shall inform the person notified of the amount of the delinquency, and shall also inform such person that the water service shall be discontinued if the delinquency continues to exist at the end of 5 days from the date of mailing of said notice.
- (E) Right of Appeal. Any water consumer whose account is delinquent as aforesaid, or any tenant whose water service is to be discontinued because of the delinquency of the owner of the premises wherein such tenant resides, may appeal the question of delinquency or make a request for independent service to the Municipal Services Committee. The Municipal Services Committee shall have the authority to make such decisions and to enter such orders as may be appropriate to resolve the appeal or request for independent service.
- (F) Water to be Shut Off. In each case where delinquent water bills are not paid within the five (5) day period established above and the Municipal Services Committee has not entered an order to the contrary, the water being furnished to such premises shall be shut off by the city and shall not thereafter be restored until such time as the delinquent bill is fully paid or a Statement of Understanding of Term Payment is executed by the party responsible for payment of the bill and is accompanied by a minimum down payment of one-half (1/2) of the delinquency and a \$30.00 turn-on-fee.

The Statement of Understanding of Term Payment shall require minimum monthly payments in an amount of not less than one-half of the average monthly billing to be applied to reduce the delinquency plus an agreement to pay all future billings on a current basis. The Statement of Understanding shall also provide for immediate shut off and disconnection of water services to the premises without notice if the responsible party fails to comply with its term and provisions.

If a default by the responsible party in performing pursuant to the terms of the Statement of Understanding of Term Payment occurs, water service will be terminated and shall not be restored until all outstanding amounts for water service are paid in full, a \$30.00 turn-on-fee is paid and an acceptable security deposit in an amount determined by the Municipal Services Committee is made.

The Municipal Services Committee is authorized to establish guidelines for implementing the terms of this Section 25.

Section 26

SEWER MAINTENANCE CHARGE, ESTABLISHMENT OF

- (A) That there shall be and there is hereby established, charges and rates, to be known as "SEWER MAINTENANCE FUND", for the purpose of improving, caring for and protecting the Blue Island sewerage system. The sewer maintenance charge shall be based upon the amount of water consumed by each water user as shown by water meters as follows:
- (B) MONTHLY BILLING: An amount equal to twenty percent (20%) of the total amount billed for water usage shall be charged and billed monthly to every consumer billed for water by the City as a sewer maintenance charge.
- (C) Payment and delinquency of sewer maintenance charge, notice of lien.
 - 1) Payment of sewer maintenance charge: The sewer maintenance charge shall be billed as a separate charge on every water user's water bill. The sewer maintenance charge is due when water bills are rendered and no discounts shall be allowed. Each and every bill rendered shall be plainly marked with a date after which a penalty of 10% shall be added, and each bill shall be mailed or otherwise rendered to the consumer not less than 10 days prior to such penalty date. If such bill is not paid on or prior to such penalty date, a penalty of 10% of the amount of such bill shall be added, and thereafter such bill shall not be considered paid unless and until the original amount plus the penalty is fully paid.
 - 2) Delinquency of sewer maintenance charge: When the sewer maintenance bill for any premises remains unpaid for 10 days after the due date the account shall be delinquent.
 - 3) Notice of Delinquency. When a delinquency occurs, the City shall give written notice to the person, firm or corporation in whose name the account is registered in the records of the City Water and Sewer Department, and like notice shall be given by the City to the owner of the premises in connection with which water is used, if such owner is other than the user and if his name and address is registered in the City's records in the Water and Sewer Department. No notice to the owner

is required if the owner's name and address is not registered in the city's records in the Water and Sewer Department.

- 4) Form of Notice of Delinquency. The form of notice of delinquency as aforesaid shall be in such form as the Water and Sewer Department may from time to time prescribe and shall inform the person notified of the amount of the delinquency, and shall also inform such person that water service to the premises shall be discontinued if the delinquency continues to exist at the end of 5 days from the date of mailing of said notice.
- 5) Right of Appeal. Any water consumer whose account is delinquent as aforesaid, or any tenant whose water service is to be discontinued because of the delinquency of the owner of the premises wherein such tenant resides, may appeal the question of delinquency or make a request for independent service to the Municipal Services Committee. The Municipal Services Committee shall have the authority to make such decisions and to enter such orders as may be appropriate to resolve the appeal or request for independent service.

Section 27

ORDINANCES IN CONFLICT

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

Section 28

EFFECTIVE DATE

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

ADOPTED this 11th day of February, 2014, pursuant to a roll call as follows:

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

APPROVED: this 11th day of February, 2014.

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

ATTESTED and **Filed** in my office this
 11th day of February, 2014.

CITY CLERK

PUBLISHED in pamphlet form this
 11th day of February, 2014.

CITY CLERK

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

**ORDINANCE
NUMBER 2014-008**

**AN ORDINANCE AUTHORIZING EXECUTION AND PROVIDING
FOR TERMS OF A CODERED NEXT SERVICES AGREEMENT
WITH EMERGENCY COMMUNICATIONS NETWORK, LLC FOR
THE PROVISION OF EMERGENCY NOTIFICATION SERVICES.**

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

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

Aldermen

ORDINANCE NO. 2014-008

**AN ORDINANCE AUTHORIZING EXECUTION AND PROVIDING FOR TERMS OF
A CODERED NEXT SERVICES AGREEMENT WITH EMERGENCY
COMMUNICATIONS NETWORK, LLC FOR THE PROVISION OF EMERGENCY
NOTIFICATION SERVICES**

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

Whereas, Emergency Communications Network, LLC is the owner of a service identified as CodeRED Emergency Notification System (hereinafter "the Service"), which allows authorized licensed users to generate high-speed notifications to targeted groups through an Internet-hosted software application;

Whereas, the City desires to use the Service to communicate matters of public interest and concern;

Whereas, it is in the best interests of the City to enter into an agreement with Emergency Communications Network, LLC in order to obtain a license to use the Service;

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

SECTION 1: AGREEMENT FORMS AND TERMS AUTHORIZED

The Agreement shall substantially and materially conform to the form and terms contained in Exhibit A, attached hereto and incorporated herein.

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

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Ordinance. 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 Ordinance.

SECTION 3: EFFECTIVE DATE

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

ADOPTED this 11th day of February, 2014, pursuant to a roll call as follows:

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

APPROVED: this 11th day of February, 2014.

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

ATTESTED and Filed in my office this
11th day of February, 2014.

CITY CLERK

PUBLISHED in pamphlet form this
11th day of February, 2014.

CITY CLERK

CODERED NEXT SERVICES AGREEMENT

Licensee Supplied Data Only

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of the last date written below (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 9 Sunshine Boulevard, Ormond Beach, FL 32174 and the City of Blue Island, a body politic and corporate of the State of Illinois ("Licensee") located at 13031 South Greenwood, Blue Island, IL 60406.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to allow departments under the sole control of Licensee to use the Service, in accordance with the terms of this Agreement, provided however, in no instance shall the Service be used by any school, school system, departments of education, university department(s), or by any departments which are not directly governed by Licensee without the prior written consent of Licensor. Licensor offers alternate licensing solutions specifically designed for education separate from the Service. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to ten (10) unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

2. **Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
3. **Functionality:** The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee's community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of the City of Blue Island, Illinois (the "Calling Area"). Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.
4. **Term:** This Agreement, and the License extended herein, will continue for a period of three (3) years (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and all Renewal Terms, collectively, the "Term") or as otherwise set forth herein, Licensee's access to the Service will be terminated.
5. **Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that the pricing set forth on Exhibit A is based upon a multi-year, discounted rate and predicated on a population within the Calling Area not to exceed 24,999. Licensee further understands and agrees that a deviation above 10% of such population, as is listed in this Agreement, shall result in

increased pricing at Licensor's then-current rates. Payment for the Service is due and payable upon Licensee's receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this agreement shall be paid to: Emergency Communications Network, LLC at 9 Sunshine Blvd., Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

6. **Discount Contract Extension:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the Term of this Agreement will automatically extend for an additional **three-year** period (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement period by three (3) additional years at the end of each three (3) year Initial Term or Renewal Term. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the then current Initial Term or Renewal Term.** In the event the Agreement is extended:

a) Licensor will update its systems to extend the License and associated access codes for three additional years of use;

b) Licensor will invoice Licensee for additional year(s) of Service at the continued, multi-year discounted rate of twenty-six thousand two hundred fifty dollars (\$26,250) per three (3) year Renewal Term which may be paid in annual installments of eight thousand seven hundred fifty dollars (\$8,750) per year; and

c) Licensee agrees to pay the contract extension fee set forth in this paragraph for all years in the Renewal Term upon receipt of invoice from the Licensor, subject to the terms as set forth in paragraph 5.

7. **Termination:** Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing Licensor with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement less the rate of \$0.09 cents times each System Minute used by Licensee; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.

8. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.

9. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining

access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.

- 10. Security and Data:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee. Licensee understands and agrees that: (a) absent separate purchase from Licensor, Licensee is responsible to provide data to Licensor for use in the Service, and that Licensor shall in no way be responsible for any delays in Licensee's ability to use the Service due to Licensee's failure to provide data; (b) the data Licensee supplies to Licensor for use in the Service may be subject to calling and other restrictions, including without limitation emergency-only use restrictions, and Licensee agrees to use the Service in accordance with any such restrictions.
- 11. Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
- 12. Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations

promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.

13. Confidentiality: Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.

14. Entire Agreement: This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

15. Notices: All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to Licensor: Emergency Communications Network, LLC, 9 Sunshine Blvd. Ormond Beach, FL 32174

As to Licensee: City of Blue Island, Attn: Michael Cornell/Police Chief, 13031 South Greenwood, Blue Island, IL 60406

Either party may change the address provided herein by providing notice as set forth in this paragraph.

16. General: Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all

costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

17. Interpretation and Severability: In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

18. Counterparts and Construction: This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

19. Survival: Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee:
City of Blue Island, Illinois

Licensor:
Emergency Communications Network, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Service Charges

Three (3) year Discount CodeRED NEXT Service Agreement

\$ 26,250.00

Payments due in annual installments of \$ **8,750.00**

<u>Unlimited</u> CodeRED System Minutes	\$ <u>Included</u>
Up to 10 CodeRED user pass codes	\$ <u>Included</u>
Additional pass codes may be purchased for an annual fee of \$ <u>150.00</u> per pass code.	
One (1) CodeRED distance training session	\$ <u>Included</u>
Additional distance training sessions may be purchased for \$ <u>150.00</u> per hour (one hour minimum).	
Initial Upload of Licensee Supplied Data	\$ <u>Waived</u>
Licensor Supplied Database	\$ <u>Call for Pricing</u>
Standard CodeRED data collection website	\$ <u>No Charge</u>
Standard CodeRED mapping interface and data layers	\$ <u>No Charge</u>
Email and Text Messaging	\$ <u>No Charge</u>
Annual System Maintenance, including all Software Upgrades	\$ <u>No Charge</u>

Database Accuracy Updates

Licensee Supplied Database: One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. In order for this Database Accuracy Update to occur, Licensee must supply Licensor with a new data file each year during the Term of this Agreement. Additional updates requested by Licensee will incur charges at the rate listed below after the annual update is completed by Licensor.

Additional Update Fees: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

OPTIONAL: GIS Upload and Hosting upon request: **\$ 2,500**

GIS information must be in a standard format recognizable and electronically transferable to the CodeRED system. Up to 10 layers may be loaded for use in the System. Licensee may update up to 10 layers annually at Licensee's discretion.

GIS Custom Street "single layer" Upload and Hosting upon request: **\$250**

Finance Committee Meeting
Minutes 2-4-14

The meeting was called to order Tuesday, February 4, 2014 at 6:43 p.m. in the East Annex of City Hall, 2434 Vermont Street, Blue Island, Illinois with proper public notice given. Roll call taken of the committee with Alderman Tom Hawley, Alderman Nancy Thompson and Alderman Kevin Donahue present. Alderman Chrissy Cheatele absent. Also present were Finance Director Matt Anastasia and Director John D. Rita, Jr.

Accounts Payable for February 5, 2014 in the amount of \$498,717.03 authorized by Alderman Tom Hawley and 2nd by Alderman Nancy Thompson and a voice vote with all in favor to approve. Motion carried.

Payroll for January 31, 2014 with a motion to authorize by Alderman Tom Hawley and 2nd by Alderman Kevin Donahue and a voice vote with all in favor to approve the total payroll liability in the amount of \$355,792.20 Motion carried.

A motion by Alderman Nancy Thompson and 2nd by Alderman Tom Hawley to authorize CodeRED NEXT Emergency Communications Network Service Agreement. Voice vote with all in favor. Motion carried.

Further discussion regarding the vehicle sticker software program with 3rd Millenium. No action taken.

Discussion regarding the Motorola 911 Maintenance Agreement. No action taken.

Motion to adjourn made by Kevin Donahue and 2nd by Alderman Nancy Thompson. Voice vote with all in favor. The meeting was adjourned at 7:43 p.m.

The next Finance Committee meeting will be held Tuesday, February 18, 2014 at 7:00 p.m. in the East Annex of City Hall, Blue Island, Illinois.

Respectfully submitted by,

Alderman Nancy Rita, Chair

**Public Health & Safety Committee Report
for the Meeting of February 5th, 2014**

Present were Director John Rita, Fire Chief Mark Luety, Deputy Police Chief Michael Cornell, Deputy Fire Chief James Klinker, Elderly Service Officer Jason Slattery, Don Marchbanks (7:30), Alderman Vieyra, Alderman Johanson, Alderman Johnson (7:15), and myself. Absent was Alderman Buckner. Also present were Fire Lieutenant Tom Zielinski and Firefighter William Kirby. The meeting was called to order at 7:05.

Citizens Concerns

No citizens were present.

Fire Department Report

The Fire Department had 353 emergency calls in January, 222 were EMS calls
191 Patients were treated
184 Patients were transported
35 Patients refused transport

They responded to 28 general fire alarms, and 26 minor fire alarms.

They responded to 27 auto aid calls.

They had 43 calls to man the firehouses.

They received 7 mutual aid calls.

There were no major events for the month of January

The Fire Department collected \$30,991.06 in Medical Reimbursements in the month of January.

General

Chief Luety commended the members of the Fire Department for working so hard in the extreme weather conditions.

During some of the severe cold weather days, the department responded to numerous calls for frozen sprinkler system pipes that burst and a few frozen domestic water pipes. Extra manpower was utilized for 9.6 extra days due to the extreme snow amounts and cold weather.

Fire Recovery Inc. the new billing service that the fire department will be using for specialized billing service, is close to being in service. Paul Hollock the IT tech is finishing up a few programming issues that need to be completed which should be completed by February 7th.

Four new interns from Moraine Valley Community College Fire Science program started January 20th. They will be working at Station #1 for several days per week until the end of school semester in May. This is the third class from the college that we have hosted as interns to complete their hands-on training time to receive their degree and State Fire Marshal's Office Certification as Basic Firefighter.

Chief Luety will be attending a MABAS (Mutual Aid Box Alarm System) conference February 17th, 18th, and 19th in Springfield, IL. He will be representing the City of Blue Island and MABAS Division 22 at the conference as the Fire Service Intelligence Officer for our division. The division is covering the cost of the conference and they are also covering the cost to send two 911 dispatchers to a separate dispatch section also being held at the conference.

Request for payment of the semi-annual intergovernmental agreement with the Southwest Hazardous Materials Response Team for \$750.00. This goes for training and equipment. Motion made by Alderman Johanson to approve, second by Alderman Vieyra. Motion was passed unanimously. Invoice will be forwarded to the Finance Committee.

Maintenance

Engine 2133 was out of service for several days to replace a pump air switch on the dash panel and replaced pump air seals on the fire pump.

Ambulance 2182 had the rear brakes replaced and an oil leak from the engine repaired. The repairs were performed in house.

Ambulance 2152 had a bad water pump that was also replaced in-house.

A total of 11 hours for in-house maintenance, repairs and documentation was performed by Lieutenant Kunz on various equipment.

Training

The training division has completed 446.68 hours of training for the month of January.

Lieutenant Olson has organized the training schedule for the next six months. The department will also be conducting joint training with our Auto Aid Departments including both day and night drills. The Fire Department will be hosting a class on Firefighter Situational Awareness on Wednesday, February 12th. This is a new class presented by Cook County Department of Home Land Security, and will be open to any MABAS division members in Northern Illinois.

Grants

The department is still waiting for the portable radios and computers from the radio grant from the division and has not received any further word on the air packs from the air pack grant. No word has been received on the Safer Grant for staffing of new Firefighters.

Staffing

Firefighter Duffy has passed his probation and will be getting his letter on Friday, February 7th.

Statement by Director John Rita

Director John Rita thanked the Fire Department for the outstanding job they have been doing working with outdated equipment and dealing with the excessive snowfall.

This sentiment was echoed by other members of the committee.

Statement by Chief Luety

Fire Chief Luety thanked Deputy Chief Klinker for filling in at the Fire Station while the Chief was on medical leave.

Presentation by Officer Slattery re: Adult Protective Services

Elderly Service Officer Jason Slattery gave a presentation regarding a proposal for the creation of the Calumet Township Adult Protective Services Committee and the Triad/SALT program. This would encompass 33 communities and 6 townships. The Committee has been in place for about one month.

Police Department Report

The Police Department patrolled 14,737 miles for the month of January. 2049 calls answered.

619 Parking Citations

321 Moving Citations

158 Traffic Stops

24 Felonies

30 Misdemeanors

12 Warrant Arrests

54 Local Ordinance Violations (equipment violations, seatbelts)

100 Vehicles Impounded

Total Fees Collected: \$49,208.34

Stats/Cases of Interest

2 Armed Robberies

1 Aggravated Robbery

3 Reports of Battery

23 Reports of Domestic Battery

6 Burglaries

1 Aggravated Assault

15 Thefts

6 Damage to Property

20 Hit and Run Accidents

December Detective Report

32 Cases were assigned

8 Burglaries

24 Other Cases

59 Cases were cleared

16 Larcenies

43 Other Cases

Snow Routes

The Police Department continues to assist Public Works in clearing designated snow routes after the several snow storms we have experienced.

Western Avenue Patrol

Starting February 10th the Police Department will start the Western Avenue Patrol. These will be staffed by Part Time Officers on weekends. They will be assigned to problem areas where complaints are already being registered. These patrols will continue through the summer.

Code Red EMERGENCY NOTIFICATION

Code Red EMERGENCY NOTIFICATION program has been approved by the Finance Committee, and will be up and running shortly. Citizens will be able register their cell phone numbers or emails and be alerted in case of a local emergency in their neighborhood or on their block.

Safety Education Alliance of America

The Safety Education Alliance of America will be sending out flyers asking for donations on behalf of the Police Department. This is a legitimate organization, donations fund materials for school age children and special events.

Aldermanic Meetings

Director John Rita and Deputy Chief Michael Cornell would like to meet with all the Aldermen to discuss issues and concerns they may have in their wards. Please contact them to make an appointment.

Well Being Checks

The Police Department continues to do well-being checks. If a citizen wishes to be added to the well-being checklist they should contact the Police Department.

Facebook account

The Police Department Facebook has 350 followers and reaches approximately 20,000 people a week.

Safe Park Zone

Alderman Carr presented information regarding Safe Park Zones

BIEMA

Don Marchbanks gave a brief report of BIEMA activities for the month of January. They assisted with the Rock Around the Clock Ball Drop, road closures due to accidents and downed power lines. The membership is now up to 14. 20 hours of training in January. Close to 100 hours in maintenance and repairs of equipment.

Aldermen's Concerns

Aldermen expressed gratitude to Police and Fire Departments and Public Works for all the extra work put in due to the snow

Motion to adjourn by Alderman Johnson, second by Alderman Vieyra.

Our next regular meeting is February 5th at 7:00 in the East Annex.

Respectfully submitted,
Candace Carr
4th Ward Alderman

Lori Salgado

From: janostling@comcast.net
Sent: Wednesday, February 05, 2014 12:31 PM
To: RHeuser@cityofblueisland.org
Cc: LSalgado@cityofblueisland.org
Subject: Judiciary Meeting

Judiciary was scheduled to meet on Feb. 3 2014 6:00pm

Due to lack of quorum no meeting was held

Insurance loss Fund Disbursement for Feb. 3 2014 all workman comp claims total \$4368.71

Next meeting is March 3 2014 6:00pm East Annex