

**AGENDA
REGULAR MEETING**

CITY COUNCIL OF THE CITY OF BLUE ISLAND, ILLINOIS
February 12, 2013

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF THE JOURNAL OF PROCEEDINGS: Regular Meeting – January 22, 2013

REPORT OF CITY OFFICIALS

MAYOR:

BIDS:

CITY CLERK:

CITY TREASURER:

CITY ATTORNEY:

1. AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF BLUE ISLAND AND BLUE ISLAND HOSPITAL COMPANY, LLC d/b/a METROSOUTH MEDICAL CENTER AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

COMMITTEE REPORTS

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

ADJOURNMENT

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A REDEVELOPMENT
AGREEMENT BETWEEN THE CITY OF BLUE ISLAND
AND BLUE ISLAND HOSPITAL COMPANY, LLC
d/b/a METROSOUTH MEDICAL CENTER AND AUTHORIZING THE
MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Blue Island has heretofore designated the Tax Increment
Redevelopment Project Area for TIF No. 5 as amended; and

WHEREAS, BLUE ISLAND HOSPITAL COMPANY, LLC d/b/a METROSOUTH
MEDICAL CENTER (“METROSOUTH MEDICAL CENTER”) has made proposals to the
City concerning redevelopment of property within the Tax Increment Redevelopment Project
Area for TIF No. 5 as amended; and

WHEREAS, the City of Blue Island and Blue Island Hospital Company have proposed a
Redevelopment Agreement;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City
of Blue Island, Cook County, Illinois.

SECTION ONE

That the proposed Redevelopment Agreement between the City of Blue Island and Blue
Island Hospital Company, LLC, a true and correct copy of which is attached hereto as Exhibit
“A”, is hereby approved substantially in the form presented to this City Council, with such
necessary changes as approved by the City Attorney and as authorized by the Mayor, the
execution thereof to constitute the approval of the City of any and all changes and revisions
therein contained.

SECTION TWO

The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Redevelopment Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof as therein described.

SECTION THREE

The officers and officials of the City are hereby authorized to undertake actions on the part of the City as contained in the Redevelopment Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

SECTION FOUR

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provisions, terms or conditions stated therein.

SECTION FIVE

All ordinances or parts of ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION SIX

This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this _____ day of _____, 2013.

**CITY CLERK OF THE CITY OF BLUE ISLAND
COUNTY OF COOK AND STATE OF ILLINOIS**

VOTING AYE: _____

VOTING NAY: _____

ABSENT: _____

ABSTAIN: _____

APPROVED: this _____ day of _____, 2013.

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

ATTESTED and **Filed** in my office this

_____ day of _____, 2013.

CITY CLERK

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Redevelopment Agreement” or simply “Agreement”) is entered into this ___ day of February, 2013, by and between the City of Blue Island, an Illinois municipal corporation (the “City”) and Blue Island Hospital Company, LLC, a Delaware limited liability company with principal offices at 4000 Meridian Boulevard, Franklin, Tennessee 37067 (“Developer”).

RECITALS

A. Pursuant to authority set forth in the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1 *et seq.* (the “Act”), the City adopted Ordinances No. 08-035, 08-036 and 08-037 (the “Original TIF Ordinances”).

B. The Original TIF Ordinances are more fully identified on **Exhibit 1** attached hereto and made a part hereof.

C. On May 8, 2012, the City adopted Ordinances No. 12-181, 12-182 and 12-183 (the “Amended TIF Ordinances”).

D. The Amended TIF Ordinances are more fully identified on **Exhibit 2** attached hereto and made a part hereof.

E. Pursuant to the Original and amended TIF Ordinances, the City has established “City of Blue Island Tax Increment Redevelopment Project Area Number 5” (the “Amended RPA”).

F. Developer is the owner of certain property located within the Amended RPA consisting of multiple parcels, including the “MetroSouth Medical Center” and related properties owned by Developer (collectively, the “Hospital Property”). The Hospital Property is identified

by both legal description and Permanent Property Tax Index Numbers on **Exhibit 3** attached hereto and made a part hereof.

G. Consistent with the City's redevelopment project and redevelopment plan for the Amended RPA, Developer has acquired the Hospital Property, and further plans to extensively, expand, rehabilitate, renovate, and otherwise improve the Hospital Property ("Project"), pursuant to a commitment Developer made when it acquired the Hospital Property to invest approximately Twenty Million and no/100 Dollars (\$20,000,000.00) in the Project.

H. To that end, Developer has incurred, and further intends to incur significant eligible redevelopment project costs in furtherance of the Project (the "Project Costs"). The Project Costs include without limitation (i) the cost of acquiring the Hospital Property, (ii) the cost of utility improvements, and (iii) the cost of rehabilitation, reconstruction, and repair of buildings and other structures on or about the Hospital Property, which costs are consistent with the budget heretofore adopted by the City in the Amended TIF Ordinances.

I. The improvement of the Hospital Property by Developer in accordance with the redevelopment plan will enable Developer to: (i) provide essential medical services to residents of the City and the entire south Cook County area; (ii) maintain employment opportunities for residents of the City and the entire south suburban area; and (iii) enable the City to implement the City's various goals as set forth in the Amended Redevelopment Plan.

J. Developer represents, and the City finds, that but for the assistance provided to Developer pursuant to this Agreement through the use of incremental property taxes, Developer would not have acquired the Hospital Property, and will not be able to improve the Hospital Property in accordance with the parties' mutual redevelopment goals.

K. It is the purpose of this Agreement to set forth the parties' mutual commitments with respect to the parties' efforts to redevelop the Hospital Property and the entire Amended RPA.

Accordingly, it is hereby agreed by and between the City and Developer as follows:

Section 1: Limitation. This Agreement shall be applicable only with respect to the Hospital Property.

Section 2: Incorporation of Preambles. The preambles set forth hereinabove are incorporated as if fully set forth herein.

Section 3: Developer's Representations and Inducements. The Developer hereby makes the following representations and inducements:

3.1. Construction of Project. In order to receive reimbursement from tax increment revenues from the City, Developer has acquired the Hospital Property, and once Developer undertakes any portion of the Project, it will construct or cause such portion of the Project to be constructed and substantially completed in accordance with all applicable laws.. Developer shall have the right, but not the obligation, to undertake all of the portions of the Project if it so determines.

3.2. General Representation of Authority. Developer has the right and power to enter into this Redevelopment Agreement.

3.3. Agreement to Pay Real Estate Taxes When Due. During the term of this Agreement, Developer will pay all real estate taxes with respect to the Hospital Property on or before the date such taxes become delinquent, and will periodically furnish the City with proof of payment.

3.4. Insurance; Indemnification. Developer agrees to indemnify, defend and to hold harmless the City, its officers, agents, and employees (“City Indemnified Parties”) harmless from and against any losses, costs, damages, or liabilities of whatever nature (including costs and attorneys fees) suffered or incurred by the City arising from or in connection with: (i) the Developer’s failure to comply with any of the terms, covenants and conditions contained in this Agreement; (ii) the Developer’s or any contractor’s failure to pay contractors, subcontractors or materialmen in connection with the Project; (iii) the existence of any material misrepresentation or omission in this Agreement by the Developer; or (iv) the Developer’s failure to cure any misrepresentation in this Agreement or any other agreement relating hereto, provided, however, that Developer shall have no obligation to any City Indemnified Party for such losses, costs, damages or liabilities that result from the negligence or willful misconduct of one or more of the City Indemnified Parties or if such claims are brought by third parties alleging violations of such third parties’ civil or constitutional rights by City officials.

Developer shall name the City as an additional insured on all general liability policies held by Developer during construction.

3.5. Notification to City of Hospital Hiring Opportunities. Developer agrees to timely notify the City of any employment opportunities with respect to the construction and operation of the Project for purposes of allowing residents of the City to seek employment.

Section 4: City Agreement to Reimburse Developer for Project Costs; Working Budget; Source; Not a General Obligation of the City.

4.1. The City agrees to reimburse Developer for Developer’s Project Costs incurred by Developer in connection with the Project.

4.2. The sole source from which reimbursement shall be made shall be from the "Hospital Incremental Property Taxes," as defined hereinbelow.

4.3. The obligation of this agreement is not a general obligation of the City. In particular, the City makes no representations as to its ability to pay Developer the Hospital Incremental Property Taxes in the event of a legal challenge of any kind or nature or specifying any cause and affecting the right of the City to receive or allocate such taxes or to appropriate such taxes for the payment of Eligible Redevelopment Project Costs as provided for by this Redevelopment Agreement. Except as provided in Section 12, the City is not obligated to make any payments of any kind to Developer from any other City funds. The reimbursement from Hospital Incremental Property Taxes is a special and limited obligation and shall not be deemed a general obligation of the City for any purpose. Under no circumstance shall Developer represent to any third party that the obligations hereunder are general obligations of the City.

4.4. For purposes of this Agreement, the term "Hospital Incremental Property Taxes" shall mean the amount of money deposited into the City's Redevelopment Project Area No. 5 Special Tax Allocation Fund attributable to the Hospital Property. It is acknowledged and agreed that the base real estate taxes received by the City and attributable to the base equalized assessed valuation of Five Million Three Hundred Ninety Thousand Twenty-Seven and no/100 Dollars (\$5,390,027.00), which amount is the base equalized assessed valuation for the entire City of Blue Island Tax Increment Redevelopment Project Area TIF 5, Tax Code Area 14027, as of November 25, 2008, as certified by the Clerk of Cook County, Illinois ("Base Equalized Assessed Valuation") is not deposited into the City's Redevelopment Project Area No. 5 Special Tax Allocation Fund, and is not part of the Hospital Incremental Property Taxes.

4.5. In order to reimburse the Developer for Developer's Project Costs, the City pledges to annually pay Developer an amount equal to the amount by which the Hospital Incremental Property Taxes for that year exceed the sum of Five Hundred Thousand Dollars (\$500,000.00) By way of illustration, assuming that in the year 2016, the Hospital Incremental Property Taxes total \$700,000.00, then the City shall pay Developer \$200,000.00 as partial reimbursement for Developer's Project Costs. The City will have no obligation to make an annual reimbursement of Hospital Incremental Property Taxes to Developer in any given year unless the Hospital Incremental Property Taxes for that year exceed the sum of \$500,000.00.

4.6. Attached to this Agreement as **Exhibit 4** is Developer's working budget with respect to its anticipated Project Costs. City acknowledges that the various categories in said working budget constitute Project Costs and will be eligible for reimbursement.

4.7. In addition to those Project Costs included in **Exhibit 4**, Developer's previously-incurred acquisition costs will also be recognized by City as eligible for reimbursement.

4.8. The parties recognize that **Exhibit 4** represents estimated costs and Developer's entitlement to reimbursement for such costs is not limited by the currently-estimated costs and that expenditures in some categories may be greater and in some categories may be less than as set forth on **Exhibit 4**. The parties further acknowledge that the categories set forth on **Exhibit 4** are not the exclusive categories of Project Costs for which Developer may be entitled to reimbursement. The **Exhibit 4** categories of improvements are hereby approved as Project Costs in order to allow Developer to move forward with such expenditures in reliance on reimbursement for such expenditures pursuant to this Agreement.

Section 5: Manner of Making Reimbursement Payments.

5.1. The City shall make its reimbursement payments to Developer either once or twice annually. For those years where the first installment Hospital Incremental Property Taxes exceed \$500,000, the payments shall be made twice annually, within 60 days after the first and second installment property taxes for the Hospital Property have been paid by Developer, collected by Cook County and paid to the City, in an amount equal to Developer's entitlements as set forth in Section 4.5. For those years where the first installment Hospital Incremental Property Taxes do not exceed \$500,000.00, there shall be only one distribution, within 60 days after the second installment property taxes for the Hospital Property have been paid by Developer, collected by Cook County and paid to the City.

5.2. Developer shall provide the City with an annual cumulative summary statement showing (a) the amount of reimbursement due and owing at the beginning of the prior year; (b) the amount of Project Costs approved during all prior years and the current year; (c) the amount paid to Developer by the City during all prior years and the current year; and (d) the amount of reimbursement due and owing from the City to the Developer after payment of the second installment of taxes in the current year.

5.3. Semi-annual payments to Developer shall be applied to Developer's outstanding entitlements as set forth in Section 4.5.

Section 6: Special Tax Increment Allocation Fund.

6.1. The City shall continue to maintain a Special Tax Increment Allocation Fund ("STAF") for the Amended RPA as required by the Act, and shall deposit into the STAF the Hospital Incremental Property Taxes in excess of the \$500,000.000 City retained portion from

time to time. The City will maintain the existence of the STAF as long as this Agreement remains in force and effect and any obligations to Developer remain outstanding.

6.2. The City shall provide an annual accounting of the STAF to Developer, which accounting may be as part of the City's annual audit.

Section 7: No Amendment or Repeal of TIF Ordinances. The City shall not, without the advance written consent of the Developer, which consent may be granted or withheld by developer in its sole and absolute discretion, amend, modify or repeal any of the Original or Amended TIF Ordinances or the ordinance of the City approving and authorizing the execution and delivery of this Agreement.

Section 8: Procedures For Developer to Receive Reimbursement Payments.

8.1. In order to establish that expenditures made by Developer from time to time constitute eligible Project Costs, the Developer must submit a reimbursement request to the individual or department designated by the City.

8.2. Each reimbursement request must be accompanied by:

(i) Bills or statements of suppliers, contractors or others which evidence the Developer incurred the Project Costs pursuant to this Agreement;

(ii) Evidence of the Developer's payment for said Project Costs;

(iii) Such further and additional reasonable representations, warranties and information as the City may reasonably deem appropriate; and

(iv) Proof of payment of the real estate taxes then payable since the prior reimbursement request pertaining to the Hospital Property.

8.3. The City shall approve or disapprove a reimbursement request by written notice to the Developer within thirty (30) days after the receipt of the reimbursement request. Approval

of the reimbursement request will not be unreasonably denied, withheld, delayed or conditioned.

8.4. If a reimbursement request is disapproved in whole or in part by the City, the reasons for disallowance will be set forth in writing and the Developer may resubmit the reimbursement request with such additional information as may be required, and the same procedures set forth in this Agreement for approval of a reimbursement request shall apply to such resubmittals, provided, however, that the City shall approve or disapprove such resubmittal within ten (10) business days of the receipt of such resubmittal. If a request is denied in part, a Developer Note without interest for the uncontested amount will be issued at Developer's request.

8.5. A failure of the City to respond to a request within the time limits set forth herein shall constitute an approval of said request.

8.6. Upon approval of a reimbursement request, the City will issue a written acknowledgement evidencing the City's reimbursement obligation, in the amount of the approved Project Costs for such request.

Section 9: **Time of the Essence.** Time is of the essence of this Agreement.

Section 10: **Delay.** For the purposes of any of the provisions of the Agreement, neither the City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of materials; terrorism, war, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other like event or condition beyond the reasonable control of the party affected which in fact interferes with the ability of such party to

discharge its respective obligations hereunder; nor shall either the City or Developer be considered in breach of, or default in its obligations under the Agreement, in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or proceedings challenging the authority or right of the City or Developer to act or perform under the Agreement; provided, however, that the party seeking the benefit of the provisions of this Section 10 shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 11: No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City and the Developer should still hope otherwise to resolve the problems created by the default involved). No waiver in fact made by the City with respect to any specific default by Developer should be considered or treated as a waiver of the rights of the City with respect to any other defaults by Developer or with respect to the particular default except to the extent specifically waived in writing. No waiver by either party should be considered or treated as a waiver except to the extent specifically waived in writing.

Section 12: Default and Remedies.

12.1. Upon a “**Default**” (as defined below in this subsection) under this Agreement which is not cured, either of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, shall have the rights and remedies that law and equity provide. Developer covenants and agrees that no recourse or remedy under or upon any obligation or agreement contained herein or for any claim in law or equity shall be had personally or

individually against City officials, officers, employees, agents, attorneys and representatives in any amount and no liability right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Without limiting the generality of the foregoing, Developer hereby covenants and agrees that in the event any legal proceedings against the City are instituted in no event shall any judgment for monetary damages or award be entered individually against City officials, officers, employees, agents, attorneys and representatives and, if Developer secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by Developer, including, but not limited to, court costs, attorney's fees and witness' fees shall be paid by the City. Developer hereby irrevocably waives any right of action against the City for money damages of any kind payable from any fund other than the Special Tax Allocation Fund established pursuant to this Redevelopment Agreement by the City.

Notwithstanding the above, in the event Developer brings an action based on a claim that the City has wrongfully transferred funds payable to Developer from the STAF to another fund, or has wrongfully expended or otherwise dissipated funds payable to Developer from the STAF, then any judgment so secured by Developer shall be a full faith and credit, general obligation of the City.

A Default shall be deemed to occur upon any of the following events:

(i) Failure to comply with any term or provision of this Agreement which is not cured within thirty (30) days after written notice of claimed default, except when such cure is being diligently pursued and requires additional time to cure.

(ii) Any violation of any local ordinance, rule, regulation or state statute which is not cured within sixty (60) days after such violation has been finally adjudicated, except when such cure is being diligently pursued and requires additional time to cure.

(iii) Any installment of real estate taxes levied against the Project Area which remain unpaid for more than sixty (60) days beyond the date that such taxes are delinquent.

12.2. Upon the failure of any party of this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance.

Section 13: Assignment Permitted. The Developer may not assign or otherwise transfer its rights and obligations under this Agreement without first obtaining consent from the City to the assignment or transfer. Consent or approval by the City shall not be unreasonably withheld, delayed, denied or conditioned. No consent is required if the assignee or transferee is an entity that operates a hospital or hospitals. The successor shall be bound to any and all terms and provisions of this Agreement.

Section 14: Entire Agreement. This Redevelopment Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and City relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between the parties hereto, other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law reduced to writing and executed by each of them.

Section 15: Survival of Terms, Binding. The covenants, terms conditions, representations, warranties, agreements and undertakings set forth in this agreement shall be

binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

Section 16: Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois.

Section 17: Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the City does not have the power to perform any provisions hereunder such provisions shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment shall relieve City from performance under such invalid provision of this Agreement; provided, however, if the judgment relieves the City of its monetary obligations under this Agreement, then Developer will be relieved of its obligations hereunder.

Section 18: Notices. All notices demands, requests, and other communications under the Agreement shall be in writing and shall be deemed properly served when delivered by hand to the party to whose attention it is directed or when received if sent, postage, prepaid, by registered or certified mail, return receipt requested, addressed as follows:

CITY:
City of Blue Island
Attn: Office of the Mayor
13051 Greenwood Avenue
Blue Island, IL 60406

WITH A COPIES TO:

City of Blue Island
Attn: Office of the City Clerk
13051 Greenwood Avenue
Blue Island, IL 60406

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
year and date first above written.

(SEAL)

Attest:

City Clerk

**City of Blue Island, an
Illinois Municipal Corporation**

BY: _____
Mayor

DEVELOPER:

**Blue Island Hospital Company, LLC,
a Delaware limited liability company**

BY: _____
Its: Duly Authorized Member

SCHEDULE OF EXHIBITS

Exhibit 1	Enumeration of Original TIF Ordinances
Exhibit 2	Enumeration of Amended TIF Ordinances
Exhibit 3	Legal Description and Permanent Property Tax Numbers of Hospital Property
Exhibit 4	Working Budget for TIF Eligible Expenditures

**JOURNAL OF PROCEEDING
OF THE
REGULAR MEETING, JANUARY 22, 2012**

CALL TO ORDER

The regular meeting of the City Council of the City of Blue Island was called to order by Mayor Peloquin at 7:00 p.m. on January 22, 2012.

PLEDGE OF ALLEGIANCE

ROLL CALL

Roll Call indicates the following:

Present: 12 Ald. Ruthenberg, Stone, Ostling,
Johnson, Frausto, Vargas, Thompson,
Natalino, Vieyra, Spizzirri, Patoska,
Rita.

Absent: 2 Ald. Janko, Buckner.

Present Also: Pam Frasor, City Clerk
Burt Odelson, City Attorney
Carmine Bilotto, City Treasurer

JOURNAL OF PROCEEDING

Motion by Ald. Johnson, second by Ald. Stone the Journal Of Proceedings for the regular meeting on December 11, 2012 is accepted as printed.

Upon a vote, the Mayor declared the motion carried.

JOURNAL OF PROCEEDING

Motion by Ald. Patoska, second by Ald. Ruthenberg the Journal Of Proceedings for the regular meeting on January 8, 2013 is accepted as printed.

Upon a vote, the Mayor declared the motion carried.

REPORT OF CITY OFFICIALS

Mayor

Mayor Peloquin announced the best thing about the City of Blue Island is the fact that we have a lot of people who donate their time, energies and expertise to make the City better. At that time the Mayor invited Mike Mech to the podium for a presentation. Mayor Peloquin presented Mr. Mech with a certificate of Special Recognition.

Mike Mech stated that he loves Blue Island and because of the segment of This Old House, the Bungalow Chef will be on PBS starting in March.

The Mayor is requesting Council's permission to allow Mr. Derik Scott an exclusive 6-month development project for 119th Street with a possibility of a 3-month extension.

Motion by Ald. Ostling, second by Ald. Vargas to approve.

Ayes: 11 Ald. Ruthenberg, Stone, Ostling,
Johnson, Frausto, Vargas, Natalino,
Vieyra, Spizzirri, Patoska, Rita.

Nays: 0

Absent: 2 Ald. Janko, Buckner.

Abstain: 1 Ald. Thompson.

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

Mayor Peloquin is requesting Council's permission to continue to develop a Riverfront Plan from Kedzie to Ashland for the cost of \$120,000 paid in 4 increments of \$40,000.00.

Motion by Ald. Ruthenberg, second by Ald. Ostling to approve.

On the Question: Ald. Thompson asked what the salary of the consultant is.

The Mayor stated it is \$120,000.00 total for everything.

Ald. Patoska stated that the Mayor said it was 4 payments of \$40,000.00 but it is 3 payments not 4.

The Mayor apologized and stated it would be 3 payments.

Ald. Johnson asked if the Park District is in on paying also.

The Mayor stated no not at this time, this is coming out of TIF.

Ayes: 10 Ald. Ruthenberg, Stone, Ostling,
Johnson, Frausto, Vargas, Natalino,
Vieyra, Spizzirri, Patoska.

Nays: 2 Ald. Thompson, Rita.

Absent: 2 Ald. Janko, Buckner.

Abstain: 0

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

Mayor Peloquin announced that MetroSouth Hospital will be presenting a final agreement in ordinance form at the next City Council Meeting and the Alderman has a list regarding to this.

The Mayor, as Liquor Commissioner is informing Council that he will be sitting down with The Island Sports Bar & Grill to discuss issues that were brought up at the last meeting so we could proceed ahead with due process.

QUESTIONS TO THE MAYOR

No Questions.

BIDS

Mr. Nagel, Robinson Engineer, opened sealed bids at the City of Blue Island Clerk's Office on January 18, 2013 at 11:00 am for cured in place sewer pipelining for Grunewald, Orchard and

Collins Streets from Greenwood to Western Avenue. The bids are as follows:

Insituform Technologies USA, Inc.	\$68,000.00
American Pipe Liners, Inc.	\$94,225.00
Visu-Sewer, Inc.	\$119,250.00

Mr. Nagel's recommendation is for the contract to be awarded to Insituform Technologies USA, Inc.

Motion by Ald. Ostling, second by Ald. Natalino to accept bid.

On the Question: Ald. Thompson asked how far in advance do they know about the CDBG Grant and where they are going to be used and what part of town. She stated that the 7th Ward is being neglected.

The Mayor stated that they have to submit a 5-year plan but one of the things that they are trying to do in the 7th Ward is that part of the JT that they are working with is the flooding that is in that area.

Ald. Thompson stated she put in a request of things that she would like done in the 7th Ward and she would like to see it done.

Ald. Frausto asked if that company has done other streets in the City in the past.

Mr. Nagel stated yes they have.

Ayes: 12 Ald. Ruthenberg, Stone, Ostling,
Johnson, Frausto, Vargas, Thompson,
Natalino, Vieyra, Spizzirri, Patoska, Rita.

Nays: 0

Absent: 2 Ald. Janko, Buckner.

Abstain: 0

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

CITY CLERK

Blue Island American Legion Post 50 would like to request permission to conduct their annual “Poppy Days” sale on Friday and Saturday, May 17th & 18th, 2013 with rain dates of May 24th & 25th, 2013.

Motion by Ald. Vargas, second by Ald. Natalino to approve.

Upon a vote, the Mayor declared the motion carried.

CITY TREASURER

No Report

CITY ATTORNEY

Motion by Ald. Spizzirri, second by Ald. Rita the headings be read and then a motion for adoption.

Upon a vote, the Mayor declared the motion carried.

ORDINANCE NO. 12 - 218

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

Location: 2322 W. 122nd Street.

ORDINANCE NO. 12 - 219

AN ORDINANCE DESIGNATING RESIDENTIAL PERMIT PARKING ONLY DISTRICT B7 WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

Motion by Ald. Frausto, second by Ald. Johnson to adopt.

Ayes: 12 Ald. Ruthenberg, Stone, Ostling,
Johnson, Frausto, Vargas, Thompson,
Natalino, Vieyra, Spizzirri, Patoska, Rita.

Nays: 0

Absent: 2 Ald. Janko, Buckner.

Abstain: 0

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

COMMITTEE REPORTS

Finance Committee – Ald. Patoska, Chairman

ACCOUNTS PAYABLE

Motion by Ald. Patoska, second by Ald. Rita to approve Accounts Payable for January 22, 2013 for the Total Amount of \$628,069.92.

Ayes: 12 Ald. Ruthenberg, Stone, Ostling,
Johnson, Frausto, Vargas, Thompson,
Natalino, Vieyra, Spizzirri, Patoska, Rita.

Nays: 0

Absent: 2 Ald. Janko, Buckner.

Abstain: 0

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

PAYROLL

Motion by Ald. Patoska, second by Ald. Rita to approve Payroll for January 18, 2013 Net Pay - \$231,541.96 and Total Gross - \$395,304.21.

Ayes: 12 Ald. Ruthenberg, Stone, Ostling,
Johnson, Frausto, Vargas, Thompson,
Natalino, Vieyra, Spizzirri, Patoska, Rita.

Nays: 0

Absent: 2 Ald. Janko, Buckner.

Abstain: 0

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

Ald. Patoska reported that State was behind 4 months in State Income Tax in the amount of \$660,000.00 and the County owes the City \$250,000.00 for property taxes.

Judiciary Committee – Ald. Vargas, Chairman

No Report.

Next meeting – Tuesday, February 5, 2013, 6:00 pm – East Annex.

Public Health & Safety Committee – Ald. Ostling, Chairman

No Report due to no quorum.

Ald. Ostling stated that she did announce at the last City Council Meeting that her next meeting would take place on January 21, 2013 and nothing was canceled.

Ald. Ostling is announcing that the next meeting will be on January 28, 2013 at 6:30 at the lower level of the Police Department.

Mayor Peloquin informed Ald. Ostling that as Chairman she could make a minority report if you don't have a quorum.

Next meeting – Monday, January 28, 2013, 6:30 p.m. – Lower Level of the Police Department.

Mayor Peloquin announced he would like to commend Chief Contreras and the Police Department on the arrest of an individual who committed some heinous crimes in Michigan. The Mayor stated it was done professionally with no harm to anyone.

Municipal Services Committee – Ald. Janko, Chairman

No Report.

Next meeting – Tuesday, February 5, 2013 at 7:00 p.m. – East Annex

Community Development – Ald. Stone, Chairman

New Business's –

Mc Auto Mechanic Body Shop & Sales at 13547 Western Ave. – must go to the Planning Commission and Zoning to get a special use permit in order to do auto repairs on other vehicles. Approved pending signage approval, building inspections and an approved fire alarm installed.

Division Warehouse #59 at 13037 Western Ave. – approved pending inspections and finishing of repairs on the outside of the building and signage approval.

La Finka Restaurante at 1964 Vermont Street appeared at the request of the Committee. They explained they have 6 security guards, 2 of which are Posen Police Officers, on the premises during parties and functions. They have been no police calls at their establishment in a few months. They were asked to get any signs approved prior to putting them up.

Spice of Life at 12157 Western Ave. was asked to appear before the Committee. The building owner, Mr. Fayyaz Karim of 4914 W. 83rd Street, Burbank, Il appeared before the Committee. This business was closed down to selling of illegal cigarettes, dealing in knock off brands and dealing with stolen goods. The building it self has many building code violations.

Following a lengthy discussion, a motion was made by Ald. Ostling, seconded by Ald. Thompson to have the business license revoked. The motion carried on a vote of 4 Ayes and 1 Nay.

The Committee also discussed the proposed News Rack Ordinance. Ald. Patoska will make the change that were discussed and bring it back to committee for possible approval to send it to the City Council at the February meeting.

Building Department Report for November –

- Building Permits 76
- Apartment Inspections 46
- Residential Inspections 16
- Commercial Inspections 15
- Letter of Conditions 3
- Demand Notices 0

- Court Summons Issued 7
- Complaints Checked 45
- “Not Approved for Occupancy” 5
- “Code Violations” door tags 30
- “Notice of Christmas Decorations” 0
- “Stop Work” 13
- Vacant Properties Registered 10
- Vacant Properties Inspected 9

Next Meeting – Tuesday, February 19, 2013, 6:30 p.m. – East Annex.

Mayor Peloquin stated he would like to clarify 2 things for the record. In regards to Spice of Life they were closed down for building and fire code violations not for any criminal acts. The Mayor asked what the address for the car repair shop was.

Ald. Ostling stated it was 13547 Western Avenue.

The Mayor stated that it is outside the realms of the Downtown Business District.

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

Rachael Orosco at 11957 Longwood Drive is representing Watch Group #37 and announced that next month is Black History Month and will be held at the East Annex. Ms. Orosco also announced that they made arrangements for the Tuskegee Airmen and the Du Sable Museum to also be here next month.

Mayor Peloquin asked Ms. Orosco if she could contact the City of Robbins because they have a new Black History Area and part of that ties up with the Tuskegee Airmen and is very unique.

Ms. Orosco also announced that the Blue Island Library will be having programs and to contact them for dates and time and if you need tickets.

Mayor Peloquin asked Ms. Orosco if she could give him the dates and times so it could scroll on the T.V. channel.

Ms. Orosco stated that she already did that.

Willie Scott at 11917 Longwood Drive commended Ms. Orosco for bringing African American culture to Blue Island. Mr. Scott stated at the last meeting he brought up his concerns with the City hiring of African Americans and would like a response from the Mayor regarding this.

Mayor Peloquin stated he watched Mr. Scott's presentation and he will give him a written response.

Bryan Murray of 3136 W. 141st Street thanked the City and Street Department of cleaning up Coopers Grove of the vegetation and asked if the City could spray more.

ADJOURNMENT

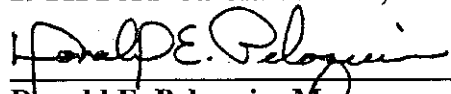
Motion by Ald. Vargas, second by Ald. Stone to adjourn the meeting.

Upon a vote, the Mayor declared the motion carried.

The next regular meeting of the City Council is scheduled for February 12, 2013 at 7:00 p.m.


Pam Frasor, City Clerk

**APPROVED BY ME THIS
29TH DAY OF JANUARY, 2013.**


Donald E. Peloquin, Mayor