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

**RESOLUTION
NUMBER 2014-001**

**A RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENTS AND OTHER
AGREEMENTS NECESSARY FOR THE COMPLETION OF THE
CAL-SAG TRAIL PROJECT**

**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

RESOLUTION NO. 2014-001

A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENTS AND OTHER AGREEMENTS NECESSARY FOR THE COMPLETION OF THE CAL-SAG TRAIL PROJECT

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

Whereas, the City has received federal and other funds for a certain project involving the construction of the Cal-Sag Trail and necessary components;

Whereas, there are multiple governmental entities involved in said project and have contributed funds in accordance with duly executed intergovernmental agreements;

Whereas, the Illinois Department of Transportation provides standard form contracts related to such projects and has done so with respect to the Cal-Sag Trails;

Whereas, retention and employment of various consultants or companies possessing specialized technical and other expert knowledge are necessary for the completion of the project and contracts are required with respect to the same and will be required throughout the pendency of the project;

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

SECTION 1: SCOPE OF AUTHORITY

The authority under this Resolution shall extend to the execution of all necessary agreements required for the completion of the Cal-Sag Trail project. It is the understanding of the City Council that the execution of any subsequent agreement with respect to the project shall not result in any additional financial obligation of the City other than that which has been previously approved. Such previously approved amounts include those which were budgeted for, those for which appropriations

were made, and those monies collected or otherwise set aside for the completion of the project. The scope of authority granted herein shall not extend to any agreement which will result in additional financial obligation of the City above and beyond the amounts previously approved as defined herein.

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

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: EFFECTIVE DATE

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

ADOPTED this 14th day of January, 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 JANKO					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO VARGAS					
TOTAL					

APPROVED: this 14th day of January, 2014.

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

ATTESTED and Filed in my office this
14th day of January, 2014.

CITY CLERK

**Public Health & Safety Committee Report
for the Meeting of January 8th, 2014**

Present were Director John Rita, Fire Chief Mark Luety, Deputy Police Chief Michael Cornell, Deputy Fire Chief James Klinker, Alderman Vieyra, Alderman Johnson, and myself. Absent were Alderman Johanson and Alderman Buckner. Also present was Treasurer Carmine Bilotto and Alderman Hawley. The meeting was called to order at 7:35.

Citizens Concerns

No citizens were present.

Fire Department Report

The Fire Department had 365 emergency calls in December, 189 were EMS calls
177 Patients were treated
152 Patients were transported
46 Patients refused transport

They responded to 21 general fire alarms, and 14 minor fire alarms.

They responded to 105 auto aid calls, including 6 car fires.

They had 35 calls to man the firehouses.

They received 1 mutual aid calls.

They responded to the Blue Island Phenol Plant Fire. A propane tank started leaking and eventually exploded. Two plant employees were injured. Chief Luety monitored the wind direction during the fire to ensure that businesses or residences were evacuated as required.

The total number of calls for 2013 were 3,408.

The Fire Department collected \$25,515.64 in Medical Reimbursements in the month of December and \$377,864.28 for all of 2013.

General

A Public Safety Announcement was made for Holiday Fire Safety Tips and was run on the Blue Island Cable channel. The Fire Department will be making a short monthly Public Service Announcement for the cable channel Home and Fire Safety.

There were no reported fires during the month of December due to Christmas trees or holiday decorations.

The Fire Department assisted with the Holiday Light Parade, and the New Year's Eve ball drop and fireworks display.

A new billing company (Fire Recovery) is being reviewed by the city for emergency services.

Both front line fire engines at station #1 and #2 have a new in-line foam system that are good for vehicle fires and fires that are hard to put out with water alone and will use less water to extinguish. The two systems were donated by Metro Recycling and Metal Recycling Systems, both of Blue Island. Live fire training for use of the new systems was conducted with all three shifts.

Maintenance

Engine 2123 was out of service for several days due to an engine problem from the manufacturer that was repaired.

A total of 10.5 hours in-house maintenance was performed on various equipment.

Training

The training division has completed 525.25 hours of training for the month of December. The department completed and documented 6,301.52 total man hours of hands-on and class room training for the year 2013 in Firefighting and EMS topics along with some specialty classes that members attended. We have six members on specialty teams including Haz Mat, Technical Rescue and Fire Investigation.

Lt. Joe Olson will be taking over as training officer, freeing up Lt. Kunz who will be concentrating on maintenance and care of all equipment in the department. At present Lt. Kunz has been taking care of both jobs that require a large amount of work.

Manpower

The Fire Department is down four full time Firefighters and a Fire Prevention Officer at this time.

Grants

The department is still waiting for the portable radios and computers from the radio grant and has not received any further word on the air packs from the air pack grant.

Durable Roofing won the bid for the repair of the roof of the old water tower and will repair it when the funds from the infrastructure grant are received.

The AFG Grant for two new ambulances was submitted last month but awards have not been issued yet.

No word has been received on the Safer Grant for staffing of new Firefighters.

Harry O'Hagan Lawsuit

A lawsuit was filed by Firefighter Harry O'Hagan regarding a full time position with the Fire Department.

Police Department Report

The Police Department patrolled 16,537 miles for the month of December. 1999 calls answered.

572 Parking Citations

340 Moving Citations

229 Traffic Stops

21 Felonies

37 Misdemeanors

10 Warrant Arrests

29 Local Ordinance Violations (equipment violations, seatbelts)

54 Vehicles Impounded

Total Fees Collected: \$36,810.53

November Detective Report

51 Cases were assigned

15 Burglaries

12 Larceny

10 Property Damage

14 Other Cases

35 Cases were cleared

General

The Police Department and BIEMA assisted with the Holiday Light Parade, and the New Year's Eve ball drop.

Code Red EMERGENCY NOTIFICATION

Director Rita and Deputy Chief Cornell are looking into the Code Red EMERGENCY NOTIFICATION program. 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.

Well Being Checks

125 well-being checks were made from Monday, January 6th, to Wednesday, January 8th. If a citizen wishes to be added to the well-being checklist they should contact the Police Department.

Facebook account

The Police Department Facebook account is up and running since Monday, January 6th.

Snow Routes

The Police Department assisted Public Works in clearing designated snow routes after the recent snow storm.

Commendations

Four Police Officers will receive commendations at the January 14th City Council meeting.

Commander Position

Sergeant Sisk will be sworn in as Commander at the January 14th City Council meeting.

Aldermen's Concerns

None.

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

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

Respectfully submitted,
Candace Carr
4th Ward Alderman

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

**ORDINANCE
NUMBER 2014-005**

**AN ORDINANCE AUTHORIZING EXECUTION AND PROVIDING
FOR TERMS OF A CONTRACT FOR FIRE RECOVERY
BILLING SERVICES.**

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

1st Ward	CHRISTINE BUCKNER-CHEATLE	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	CHARISSA BILOTTO
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7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

ORDINANCE NO. 2014-005

**AN ORDINANCE AUTHORIZING EXECUTION AND PROVIDING FOR TERMS OF
A CONTRACT FOR FIRE RECOVERY BILLING 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, it is in the best interests of the City for efficient management of city resources and billing activities to outsource such activities to a contractor whose primary business involves the same;

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 Fire Recovery Services 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.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of February 1, 2014 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **City of Blue Island**, ("Fire Department"). The Company and Fire Department are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the fire departments provide emergency services; and

WHEREAS, Fire Department seeks the services of Company to assist with the billing for services that Fire Department provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Fire Department desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Fire Department.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Fire Department agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Fire Department hereby engages Company to provide the Company Services described in Article 4 herein, and Fire Department hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Fire Department that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Fire Department: Fire Department hereby represents and warrants to Company that, at all times during the term of this Agreement, Fire Department is an organized fire department established pursuant to the laws and ordinances of the state in which Fire Department is located.

**ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Fire Department while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Fire Department to Company for services rendered under this Agreement. On request, Company will provide Fire Department with proof of timely payment. Company agrees to indemnify fire Department for any claims, costs, losses, fees, penalties, interest, or damages suffered by Fire Department resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Fire Department may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Fire Department.

3.5. Ownership Interest: Company will have no ownership interest in Fire Department.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Fire Department.

3.7. Attorney-in-Fact: Fire Department appoints Company as Fire Department's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Fire Department, in connection with Fire Department's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Fire Department's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Fire Department's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Fire Department's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in

Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Fire Department and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Fire Department for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Fire Department, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF FIRE DEPARTMENT

6.1. Cooperation of Fire Department: The Fire Department agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Fire Department shall be responsible for initially insuring, and continuing to review, local and state laws in the Fire Department's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Fire Department.

6.2. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Fire Department without the prior written consent of Company, which consent shall not be unreasonably withheld.

ARTICLE 7 FIRE DEPARTMENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Fire Department prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Fire Department's interest in any sums owed to Fire Department; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Fire Department's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;

- (d) Fire Department's yearly billable run volume is at or below six runs (6).

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Fire Department for Company's use are the sole property of Fire Department. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Fire Department's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Fire Department's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to fire Department.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Fire Department's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Fire Department will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Fire Department's employees, agents, and subcontractors. On termination of this Agreement, Fire Department will return any confidential information in Fire Department's possession to Company.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Fire Department harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Fire Department nor shall it apply to any act, omission or negligence of the Fire Department.

ARTICLE 11 GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule

(whether of the State of Illinois or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Illinois).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to Fire Department to:

2450 W. Vermont
Blue Island, IL 60406
Attention: Fire Chief

with a copy to:

13051 W. Greenwood Ave
Blue Island, IL 60406
Attention: Mayor

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Fire Department/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

By:

Name: M. Craig Nagler

Title: CEO

FIRE DEPARTMENT:

City of Blue Island

By: _____

Name:

Title:

SCHEDULE A

LIST OF COMPANY SERVICES

1. Fire Recovery USA agrees to bill the responsible party on the Fire Department's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The billing rates (user fees) are listed as EXHIBIT A, but the State of Illinois may change these rates over time. Fire Recovery USA will provide notice to Fire Department of changes in rates.
2. Fire Recovery USA will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Fire Department, payments of the agreed upon percentage of said monies to Fire Department, and reporting of progress.
3. Fire Recovery agrees to bill to the best of its ability all claims provided to Fire Recovery USA by the Fire Department.
4. Fire Recovery USA will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Fire Department.
5. Fire Recovery USA agrees to reimburse Fire Department a portion of the monies collected at a rate of 80 percent of the total monies collected on the Fire Department's claims.
6. Fire Recovery USA agrees to reimburse Fire Department all monies collected less a flat fee of \$18.50, plus 50% of any late fees collected for any billed and collected Fire Inspection.
7. Fire Recovery USA agrees to pay these monies collected to the Fire Department on a monthly or quarterly basis (at the option of the Fire Department), within seven (7) working days after the close and accounting of the monthly (or quarterly) billing cycle.
8. Fire Recovery USA agrees to make available reports via a password protected website to the Fire Department which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
9. Fire Recovery USA will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Fire Recovery USA by the Fire Department on the Run Sheets.

EXHIBIT A

MITIGATION RATES

STRUCTURE AND VEHICLE FIRE INCIDENTS

We will bill at the pre-approved rates per Illinois laws.

The corporate authorities of each municipality may fix, charge, and collect firefighting service fees not exceeding the actual cost of the service for all firefighting services rendered by the municipality against persons, businesses, and other entities that are not residents of the municipality. An additional charge may be levied to reimburse the municipality for extraordinary expenses of materials used in rendering the services.

Actual costs will be determined by using standard acceptable calculations. These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor (fully-burdened labor costs).

IL Code Section 11-6-1.1 says that Municipal fire departments can charge when they respond to non-residents.

**FOR ALL OTHER INCIDENTS, WE WILL BILL AS PER YOUR PASSED ORDINANCE OR
RESOLUTION MITIGATION RATES**

ALL OTHER INCIDENTS

BASED ON PER HOUR

MOTOR VEHICLE INCIDENTS

Level 1 - \$435.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$495.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$605.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,305.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$400.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

HAZMAT

Level 1 - \$700.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,500.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$5,900.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$300.00 per HAZMAT team.**

FALSE ALARM BILLING RATES

- (a) The first false alarms within twelve (12) months in a calendar year is free of charge
- (b) The second (2nd) false alarm in a twelve (12) month calendar year is billed at \$100.00
- (c) The third (3rd) false alarm in a twelve (12) month calendar year is billed at \$200.00
- (d) The fourth (4th) through sixth (6th) false alarms in a twelve month (12) calendar year are billed at \$300.00 per event not exceed \$500.00 per calendar day.

FIRE INVESTIGATION

Fire Investigation Team - \$275.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$400 plus \$50 per hour, per rescue person.

Level 2

Intermediate Response: includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$800 plus \$50 per hour, per rescue person.

Level 3

Advanced Response: includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,000 plus \$50 per hour per rescue person, plus \$100 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$400 for the first response vehicle plus \$50 per rescue person. Additional rates of \$400 per hour per response vehicle and \$50 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$250 per hour.

MISCELLANEOUS

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

LATE FEES

If the invoice is not paid within 90 days, a Late Charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be accessed to the responsible party.

ADOPTED this 14th day of January, 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 JANKO					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO VARGAS					
TOTAL					

APPROVED: this 14th day of January, 2014.

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

ATTESTED and Filed in my office this
14th day of January, 2014.

CITY CLERK

PUBLISHED in pamphlet form this
14th day of January, 2014.

CITY CLERK

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

**ORDINANCE
NUMBER 2014-006**

**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.**

**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. 2014-006

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

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

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

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

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

SECTION ONE

That these portions of the streets within the City of Blue Island, as hereinafter designated, are hereby restricted for handicapped parking only:

- a) On the north side of Grunewald Street in front of the residence whose common address is 2432 Grunewald Street (one space consisting of a total of twenty (20') feet)
- b) On the south side of Grove Street in front of the residence whose common address is 2455 Grove Street (one space consisting of a total of twenty (20') feet)

Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO VARGAS					
TOTAL					

APPROVED by the Mayor this 14th day of January, 2014.

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

ATTESTED and **Filed** in my office this
14th day of January, 2014.

CITY CLERK

PUBLISHED in pamphlet form this
14th day of January, 2014.

CITY CLERK

THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 2014-002

**A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 6(b)
REAL ESTATE TAX INCENTIVE ABATEMENT FOR PROPERTY
LOCATED AT 13821 HARRISON STREET IN THE CITY OF BLUE
ISLAND, COOK COUNTY, ILLINOIS.**

DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk

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

Aldermen

RESOLUTION NO. 2014-002

A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 6(b) REAL ESTATE TAX INCENTIVE ABATEMENT FOR PROPERTY LOCATED AT 13821 HARRISON STREET IN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS

WHEREAS, the City of Blue Island desires to promote the development and retention of industry in the City of Blue Island; and

WHEREAS, Skyline DKI (“Skyline”) shall file with the office of the Assessor of Cook County, an application to renew the Class 6(b) classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the Cook County Board of Commissioners on December 6, 1994, as amended; and

WHEREAS, the address of this property is 13821 Harrison Street, Blue Island, Illinois, and the permanent real estate index number of this property is 28-01-204-014-0000; and

WHEREAS, the original resolution which approved the Class 6(b) classification for this property was Resolution No. 02-217, entitled A RESOLUTION FOR APPROVAL OF CLASS 6(b) REAL ESTATE TAX INCENTIVE ABATEMENT FOR PLANNED NEW CONSTRUCTION IN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, passed by the City of Blue Island on May 14, 2002; and

WHEREAS, City Council finds that the industrial use of said property is necessary and beneficial to the local economy, and therefore supports and consents to renewal of the Class 6(b) status for said properties.

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

SECTION ONE

The industrial use of the property is necessary and beneficial to the local economy of the City of Blue Island, Cook County, Illinois, and the City Council supports and consents to the

renewal of the Class 6(b) status for the said property.

SECTION TWO

The above finding of necessity and benefit to the local economy and support and consent for Class 6(b) renewal shall relate to the property legally identified by the following common address: 13821 Harrison Street, Blue Island, Illinois; and PIN#: 28-01-204-014-0000

SECTION THREE

This Resolution shall be in full force and effect from and after its adoption.

SECTION FOUR

The City Clerk shall forthwith transmit a certified copy of this Resolution to the Office of the Assessor of Cook County, Illinois, and to the business owners at the common address herein listed, and to such other parties in interest as required by law.

ADOPTED this 14th day of January, 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 JANKO					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO VARGAS					
TOTAL					

APPROVED: this 14th day of January, 2014.

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

ATTESTED and Filed in my office this
14th day of January, 2014.

CITY CLERK

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

**RESOLUTION
NUMBER 2014-003**

**A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 8
REAL ESTATE TAX INCENTIVE ABATEMENT FOR PROPERTY
LOCATED AT 13601 WESTERN AVENUE IN THE CITY OF BLUE
ISLAND, COOK COUNTY, ILLINOIS.**

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

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

Aldermen

RESOLUTION NO. 2014-003

A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 8 REAL ESTATE TAX INCENTIVE ABATEMENT FOR PROPERTY LOCATED AT 13601 SOUTH WESTERN AVENUE IN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS

WHEREAS, the City of Blue Island desires to promote the development and retention of industry in the City of Blue Island; and

WHEREAS, Harvey Pallets, Inc., by applicant Jose Tavarez, shall file with the office of the Assessor of Cook County, an application to renew the Class 8 classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the Cook County Board of Commissioners on December 6, 1994, as amended; and

WHEREAS, the address of this property is 13601 South Western Avenue, Blue Island, Illinois, and the permanent real estate index numbers of this property are 29-06-103-008-0000, 29-06-103-009-0000 and 28-01-202-005-0000; and

WHEREAS, the original resolution which approved the Class 8 classification for this property was **Resolution No. 04-259**, entitled **A RESOLUTION FOR APPROVAL OF CLASS 8 REAL ESTATE TAX INCENTIVE ABATEMENT FOR BENEFIT OF BI BULIDING LLC FOR PLANNED SUBSTANTIAL DEVELOPMENT OF PROPERTY LOCATED AT 13601 S. WESTERN AVENUE IN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS**, passed by the City of Blue Island on June 22, 2004; and

WHEREAS, the property was sold to Jose Tavarez on October 31, 2005 from BI Building, LLC.

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

SECTION ONE

The City Council has determined that the use of the property is necessary and beneficial

to the local economy of the City of Blue Island, Cook County, Illinois, and the City Council supports and consents to the renewal of the Class 8 status for the said property.

SECTION TWO

The above finding of necessity and benefit to the local economy and support and consent for Class 8 renewal shall relate to the property legally identified by the following common address: 13601 South Western Avenue, Blue Island, Illinois; and PIN#s: 29-06-103-008-0000, 29-06-103-009-0000 and 28-01-202-005-0000.

SECTION THREE

This Resolution shall be in full force and effect from and after its adoption.

SECTION FOUR

The City Clerk shall forthwith transmit a certified copy of this Resolution to the Office of the Assessor of Cook County, Illinois, and to the business owners at the common address herein listed, and to such other parties in interest as required by law.

ADOPTED this 14th day of January, 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 JANKO					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO VARGAS					
TOTAL					

APPROVED: this 14th day of January, 2014.

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

ATTESTED and **Filed** in my office this
 14th day of January, 2014.

CITY CLERK

THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 2014-004

**A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 8
REAL ESTATE TAX INCENTIVE ABATEMENT FOR PROPERTY
LOCATED AT 2341 WEST 135TH PLACE IN THE CITY OF BLUE
ISLAND, COOK COUNTY, ILLINOIS.**

DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk

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

Aldermen

RESOLUTION NO. 2014-004

A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 8 REAL ESTATE TAX INCENTIVE ABATEMENT FOR PROPERTY LOCATED AT 2341 WEST 135TH PLACE IN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS

WHEREAS, the City of Blue Island desires to promote the development and retention of industry in the City of Blue Island; and

WHEREAS, Midway Storage, Inc., shall file with the office of the Assessor of Cook County, an application to renew the Class 8 classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the Cook County Board of Commissioners on December 6, 1994, as amended; and

WHEREAS, the address of this property is 2341 West 135th Place, Blue Island, Illinois, and the permanent real estate index numbers of this property are 29-06-103-001-0000 and 28-01-202-02-0000; and

WHEREAS, the original resolution which approved the Class 8 classification for this property was **Resolution No. 04-261**, entitled **A RESOLUTION FOR APPROVAL OF CLASS 8 REAL ESTATE TAX INCENTIVE ABATEMENT FOR THE BENEFIT OF U-STOR-IT FOR PLANNED SUBSTANTIAL REHABILITATION OF PROPERTY LOCATED AT 2341 WEST 135TH STREET IN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS**, passed by the City of Blue Island on July 13, 2004 and

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

SECTION ONE

The City Council has determined that the use of the property is necessary and beneficial to the local economy of the City of Blue Island, Cook County, Illinois, and the City Council supports and consents to the renewal of the Class 8 status for the said property.

SECTION TWO

The above finding of necessity and benefit to the local economy and support and consent for Class 8 renewal shall relate to the property legally identified by the following common address: 2341 West 135th Place, Blue Island, Illinois; and PIN#:s: 29-06-103-001-0000 and 28-01-202-02-0000.

SECTION THREE

This Resolution shall be in full force and effect from and after its adoption.

SECTION FOUR

The City Clerk shall forthwith transmit a certified copy of this Resolution to the Office of the Assessor of Cook County, Illinois, and to the business owners at the common address herein listed, and to such other parties in interest as required by law.

ADOPTED this 14th day of January, 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 JANKO					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO VARGAS					
TOTAL					

APPROVED: this 14th day of January, 2014.

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

ATTESTED and Filed in my office this
14th day of January, 2014.

CITY CLERK

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

CALL TO ORDER

The regular meeting of the City Council of the City of Blue Island was called to order by Mayor Vargas at 7:00 p.m. on December 10, 2013.

PLEDGE OF ALLEGIANCE

ROLL CALL

Roll Call indicates the following:

Present: 10 Ald. Johanson, Buckner, Hawley, Vieyra,
Donahue, Stone, Carr, Ostling, Pittman,
Frausto

Absent: 4 Ald. Bilotto, Rita, Johnson, Thompson

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

JOURNAL OF PROCEEDING

Moved by Ald. Hawley, second by Ald. Pittman the Journal of Proceedings of the Regular Meeting on November 26, 2013 is accepted as printed.

Ayes: 10 Ald. Johanson, Buckner, Hawley, Vieyra,
Donahue, Stone, Carr, Ostling, Pittman,
Frausto

Nays: 0

Absent: 4 Ald. Bilotto, Rita, Johnson, Thompson

Abstain: 0

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

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

Joan Davis of 2945 Everett spoke about the item on the agenda regarding forgiving the debt owed to the water fund. She also expresses concern over jobs that were eliminated.

Father Reinhart of Saint Joseph Saint Aiden Episcopal Church thanked the Mayor, members of the city council, and residents for the help they gave for their annual Survival Gear Drive for Homeless Veterans.

Willie Scott of 11917 Longwood Dr. invited residents to a presentation of Kwanzaa at the Library on Monday, December 16 at 7:00 pm. He also requested a response for a FOI for the NAACP.

Becky Denny of 2638 Union St expressed her concerns over Blue Island losing its feel of comfort, trust, and loyalty. She feels that some of the decisions being made are going to and have already caused a rift in the community.

Allan Stevo of 2324 Union St spoke about: the raising of the 2013/2014 Tax Levy Ordinance by 4.9% (the maximum it can be raised without a public hearing), the water fund, the lease at 2403 Vermont St, the way the minutes are being done, when the next Jawa meeting is, and when a Police Chief will be appointed.

Marcia Heuser of 11907 Greenwood Ave spoke about the dire financial situation the city is in that caused the hard decision that city officials and city council made. She encouraged everyone to show Blue Island merchants how much we appreciate them and invest in town in order to help restore positions and bring back city government to what it should be.

REPORT OF CITY OFFICIALS**Mayor**

The Mayor proclaimed December 3, 2013 as International Day of Persons with Disabilities.

BIDS

No Bids

Regular Meeting – December 10, 2013

CITY CLERK

No Business.

CITY TREASURER

Motion by Ald. Stone, second by Ald. Donahue to accept the Treasurer's Report for November 30, 2013 to be placed on file.

Ayes: 10 Ald. Johanson, Buckner, Hawley, Vieyra,
Donahue, Stone, Carr, Ostling, Pittman,
Frausto

Nays: 0

Absent: 4 Ald. Bilotto, Rita, Johnson, Thompson

Abstain: 0

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

Motion by Ald. Hawley, second by Ald. Johanson to approve Financial Audit as presented by Seldon Fox, LTD for the period covering May 1, 2012 – April 30, 2013.

Ayes: 10 Ald. Johanson, Buckner, Hawley, Vieyra,
Donahue, Stone, Carr, Ostling, Pittman,
Frausto

Nays: 0

Absent: 4 Ald. Bilotto, Rita, Johnson, Thompson

Abstain: 0

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

CITY ATTORNEY**An ordinance authorizing the Issuance of Tax Anticipation Warrants of the City of Blue Island, Cook County Illinois, and Providing the Details of Such Warrants, and Related Matters.**

Motion by Ald. Hawley, second by Ald. Donahue to adopt.

Ayes: 10 Ald. Johanson, Buckner, Hawley, Vieyra,
Donahue, Stone, Carr, Ostling, Pittman,
Frausto

Nays: 0

Absent: 4 Ald. Bilotto, Rita, Johnson, Thompson

Abstain: 0

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

A Resolution Authorizing the Execution of a Lease of Public Property Near 2403 West Vermont Street, City of Blue Island, County of Cook, Illinois.

Motion by Ald. Donahue, second by Ald. Pittman to adopt.

Ayes: 10 Ald. Johanson, Buckner, Hawley, Vieyra,
Donahue, Stone, Ostling, Pittman, Frausto

Nays: 1 Ald. Carr

Absent: 4 Ald. Bilotto, Rita, Johnson, Thompson

Abstain: 0

There being Nine (9) Affirmative Votes, the Mayor declared the motion carried.

Regular Meeting – December 10, 2013

An Ordinance Authorizing the Application of Certain Surplus Funds and Forgiving the Debt Owed to the Water Fund by the General Corporate Fund for the City of Blue Island, County of Cook, State of Illinois.

Motion by Ald. Johanson, second by Ald. Hawley to adopt.

Ayes: 10 Ald. Johanson, Buckner, Hawley, Vieyra,
Donahue, Stone, Carr, Ostling, Pittman,
Frausto

Nays: 0

Absent: 4 Ald. Bilotto, Rita, Johnson, Thompson

Abstain: 0

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

A Resolution Authorizing Selection and Retention of a Part Time Independent Contractor to Perform Payroll Functions for the City of Blue Island, County of Cook, Illinois and Authorizing the Execution of a Contractual Agreement to Effectuate the Same.

A Resolution Authorizing Selection and Retention of a Human Resources Management Consultant to Perform Certain Functions for the City of Blue Island and Authorizing the Execution of a Contractual Agreement to Effectuate the Same.

A Memorandum of Understanding between the City of Blue Island Police Department and Police Department Commander.

Motion by Ald. Pittman, second by Ald. Carr to include the three items in the Consent Agenda.

Ayes: 9 Ald. Johanson, Buckner, Hawley, Vieyra,
Donahue, Carr, Ostling, Pittman, Frausto

Nays: 1 Ald. Stone

Absent: 4 Ald. Bilotto, Rita, Johnson, Thompson

Abstain: 0

Regular Meeting – December 10, 2013

There were Nine (9) Affirmative Votes out of 10.

City Attorney stated that the vote needs to be unanimous in order for it to pass to be added to the Consent Agenda. Since the vote was not unanimous, the items will not be added to the Consent Agenda and must be voted on individually.

A Resolution Authorizing Selection and Retention of a Part Time Independent Contractor to Perform Payroll Functions for the City of Blue Island, County of Cook, Illinois and Authorizing the Execution of a Contractual Agreement to Effectuate the Same.

Motion by Ald. Carr, second by Ald. Hawley to adopt.

Ayes: 9 Ald. Johanson, Buckner, Hawley, Vieyra, Donahue, Carr, Ostling, Pittman, Frausto

Nays: 1 Ald. Stone

Absent: 4 Ald. Bilotto, Rita, Johnson, Thompson

Abstain: 0

There being Nine (9) Affirmative Votes, the Mayor declared the motion carried.

A Resolution Authorizing Selection and Retention of a Human Resources Management Consultant to Perform Certain Functions for the City of Blue Island and Authorizing the Execution of a Contractual Agreement to Effectuate the Same.

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

Ayes: 8 Ald. Johanson, Hawley, Vieyra, Donahue, Carr, Ostling, Pittman, Frausto

Nays: 2 Ald. Buckner, Stone

Absent: 4 Ald. Bilotto, Rita, Johnson, Thompson

Abstain: 0

There being Eight (8) Affirmative Votes, the Mayor declared the motion carried.

A Memorandum of Understanding between the City of Blue Island Police Department and Police Department Commander.

Motion by Ald. Carr, second by Ald. Pittman to adopt.

Ayes: 10 Ald. Johanson, Buckner, Hawley, Vieyra,
Donahue, Stone, Carr, Ostling, Pittman,
Frausto

Nays: 0

Absent: 4 Ald. Bilotto, Rita, Johnson, Thompson

Abstain: 0

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

COMMITTEE REPORTS

Community Development – Ald. Hawley, Chairman

No Report.

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

Finance Committee – Ald. Rita, Chairman

Present: Alderman Donahue, Hawley, Thompson

Absent: Alderman Buckner and Rita

Also Present: Finance Supervisor Matt Anastasia and City
Treasurer Carmine Bilotto

The Accounts Payable for December 4, 2013 was reviewed with Finance Supervisor Anastasia. It was moved by Ald. Donahue and seconded by Ald. Thompson to authorize Accounts Payable in the amount of \$455,689.70. Motion passed.

Payroll for November 22, 2013 was reviewed. Overtime was up due to two different overnight water main problems, but payroll continues to remain low. It was moved by Ald.

Regular Meeting – December 10, 2013

Thompson and seconded by Ald. Donahue to approve a total Payroll Liability of \$372,513.46. Motion passed.

Finance Supervisor Anastasia reported that he has completed negotiations with ADP to reduce our fees paid for processing payroll. He has gotten an agreement reducing our annual grand totals from \$70,510.85 to \$42,171.39, a total annual savings of \$28,339.45. In addition, there will be no increase next year and only a 1% (as opposed to the current 3% we have been experiencing) increase in years 2 and 3. Thank you to Finance Supervisor Anastasia for his work in getting this agreement worked out for over a 40% reduction in our Payroll Processing costs.

Finance Supervisor Anastasia also presented the terms for the Allied Flex Plan Run-Out Agreement. The City of Blue Island has terminated the plan as of December 31, 2013. There were only 6 employees participating and the fees and extra time of administering for that few of employees was deemed not worth it. Their fee is \$525 to administer the closing of the City's Flex Plan with Allied. This is for the 90 day period between December 31, 2013 and March 31, 2014 during which participating employees will need to withdraw their money from the Plan.

There were a total of seven quotes received for the repair of the old Water Tower Roof. The area is currently used for storage for the Fire Department, including the new equipment that was purchased. After review of all of the bids, Treasurer Bilotto recommended Durable Roofing Co. to do the work. Given the materials that will be used and the labor to do it, theirs was the best. The City has received a grant that will cover the entire cost of the repair. It was moved by Ald. Donahue and seconded by Ald. Thompson to approve the contract not to exceed a total of \$7,000. Motion passed.

There being no further business, it was moved by Ald. Thompson and seconded by Ald. Donahue to adjourn. Motion passed and the meeting was adjourned.

Next Meeting – Tuesday, December 17, 2013, 7:00 pm – East Annex

Public Health & Safety Committee – Ald. Carr, Chairman

Present were Fire Chief Mark Luetz, Deputy Police Chief Michael Cornell, Deputy Fire Chief James Klinker, Fire Lieutenant Tom Zielinski, Alderman Johanson, Alderman Vieyra, Alderman Johnson, and myself. Absent was Alderman Buckner. Also present was Leslie Phemister of the Active Transportation Alliance. The meeting was called to order at 7:15.

Citizens Concerns

Leslie Phemister of the Active Transportation Alliance spoke to us about grants available for education and enforcement of stopping for pedestrians in cross walks and the use of cell phones while driving in school zones.

Fire Department Report

The Fire Department had 283 emergency calls in November, 189 were EMS calls

155 Patients were treated

137 Patients were transported

52 Patients refused transport

They responded to 25 general fire alarms, and 18 minor fire alarms.

They responded to 22 auto aid calls.

They had 27 calls to man the firehouses.

They received 2 mutual aid calls, and responded to one.

There were no large scale incidents.

The average response time from call to patient contact was 4.76 minutes.

Maintenance

Ambulance #2152 had a starter go out and it was replaced in house by Lt. Kunz. Numerous other small maintenance issues were made in house.

The Fire Department received a used Striker Stretcher that is in almost new condition from the Palos Heights Fire Department after they received a grant for new stretchers. The cost of this stretcher new is \$5,454.00. Palos Heights Fire Chief Tim Sarge has been sent a thank you letter.

Training

The training division has completed 525.25 hours of training for the month of November. The training hours also included a special EMS lecture from Dr. Erickson of MetroSouth Medical Center on heart attacks and treatments that the department hosted at the East Annex for all of MABAS 22 departments.

Manpower

The Fire Department is own three full time Firefighters at this time. Firefighter Pat Faragoi resigned as of November 16th and Firefighter Adam VanEvery will be leaving the department at the end of this month. Both Firefighters were hired by other Fire Departments. After Firefighter VanEvery leaves this month, we will be down four full time Firefighters. The Civil Service Commission has just finished finalizing a list to be posted. Firefighter Joe Olson was promoted from Firefighter to Lieutenant last month.

Grants

The new radios from the radio grant will be delivered in the next few weeks and the Fire Department is still waiting on the certification on the Air Packs from NIOSH to manufacture and deliver the Air Packs.

The Assistance to Firefighters Grant for two new ambulances will be submitted by December 6th and we are hopeful and waiting on the award of the SAFER Grant for six new Firefighters.

A \$25,000.00 Grant for infrastructure was received and the roof on top of the old water tower at Station #1 will be repaired along with possible upgrades of replacing the old floor and carpet in the bunk room and day room.

Police Department Report

The Police Department patrolled 18,543 miles for the month of November. 2200 calls answered.

602 Parking Citations

398 Moving Citations

223 Traffic Stops

20 Felonies

53 Misdemeanors

10 Warrant Arrests

45 Local Ordinance Violations (admin towing fees)

51 Vehicles Impounded

Total Fees Collected: \$35,962.67

Grants

During the Thanksgiving holiday, the National Highway Safety Institute gave the City of Blue Island money in the form of the STEP Grant. The grant pays Officers overtime to patrol the streets and write traffic citations for safety belt violations. On November

Regular Meeting – December 10, 2013

Alderman Johanson brought up the traffic problems in the alley off of the 2400 block of Walnut.

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

Next Meeting – Wednesday, January 8, 2013, 7:30 – East Annex

Municipal Services Committee – Ald. Johanson, Chairman

No Report.

Next Meeting – Monday, December 9, 2013, 6:30 – East Annex

Judiciary Committee – Ald. Ostling, Chairman

Next Meeting – Monday, January 6, 2013, 6:00 – East Annex

NEW BUSINESS

Committee Organization – Ald. Hawley

Ald. Hawley suggested putting together a sub-committee of the committee chairs to look at the structure of the committees how things should move from the committees and into city council.

Motion by Ald. Frausto, second by Ald. Ostling to table an Ordinance Regulating the Issuance of Business Licenses and Establishing the Procedures and Terms of Issuance.

Upon a vote, the Mayor declared the motion carried.

MOTIONS

Motion by Ald. Ostling, second by Ald. Donahue to approve the Consent Agenda which includes Payroll for 11/22/13 in the amount of \$371,243.19, Accounts Payable for 12/4/13 in the amount of \$455,468.79, Committee Reports as presented, Approval of Ordinances 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, and An Ordinance Requiring Vehicular

Regular Meeting – December 10, 2013

Traffic to Stop at Certain Locations within the City of Blue Island, County of Cook, State of Illinois and Providing Penalties for the Violation thereof.

Ayes: 10 Ald. Johanson, Buckner, Hawley, Vieyra, Donahue, Stone, Carr, Ostling, Pittman, Frausto

Nays: 0

Absent: 4 Ald. Bilotto, Rita, Johnson, Thompson

Abstain: 0

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

Ald. Stone wished everyone a Merry Christmas.

Ald. Hawley thanked Rita Pacyga for her work on putting together the parade and everyone who helped execute it.

ADJOURNMENT

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

Upon a vote, the Mayor declared the motion carried.

The next regular meeting of the City Council is scheduled for January 14, 2014 at 7:00 p.m.

Randy Heuser, City Clerk

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

Domingo Vargas, Mayor