

# **AGENDA REGULAR MEETING**

CITY COUNCIL OF THE CITY OF BLUE ISLAND, ILLINOIS  
February 14, 2012

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF THE JOURNAL OF PROCEEDINGS: Regular Meeting – January 24, 2012

REPORT OF CITY OFFICIALS

MAYOR:

BIDS:

CITY CLERK:

CITY TREASURER:

CITY ATTORNEY:

1. 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.
2. AN ORDINANCE RESCINDING HANDICAPPED PARKING RESTRICTIONS ON A PORTION OF A CERTAIN STREET WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK AND STATE OF ILLINOIS.
3. A RESOLUTION AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE CITY OF BLUE ISLAND FOR THE RECONSTRUCTION OF ASHLAND AVENUE FROM BROADWAY STREET TO THORNTON ROAD.
4. A RESOLUTION AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT ENTITLED "AN INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE ESTABLISHMENT OF THE CALUMET-SAG TRAIL – EAST END, AND THE PERFORMANCE OF CERTAIN ENGINEERING SERVICES IN RELATION THERETO."

COMMITTEE REPORTS

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

**ORDINANCE NO. \_\_\_\_\_**

**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.**

**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 this portion of the street within the City of Blue Island, as hereinafter designated, is hereby restricted for handicapped parking only:

- a) On the south side of 140<sup>th</sup> Street in front of the residence whose common address is 2837 W. 140<sup>th</sup> Street. (one space consisting of a total of twenty (20') feet)

**SECTION TWO**

Appropriate signs shall be erected by the Superintendent of Public Works on the portions of the streets designated above informing the public that parking thereon is restricted or permitted as hereinabove provided for.

**SECTION THREE**

The operator of any vehicle violating or failing to comply with the provisions of this ordinance shall upon conviction be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Three Hundred Fifty Dollars (\$350.00) for each offense.

**SECTION FOUR**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION FIVE**

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. A full, true and complete copy of this ordinance shall be published in pamphlet form, by authority of the City Council as Corporate Authorities.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**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 \_\_\_\_\_, 2012.

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

**ATTESTED** and **Filed** in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**CITY CLERK**

**PUBLISHED** in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**CITY CLERK**

**ORDINANCE NO. \_\_\_\_\_**

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

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

**SECTION ONE**

That the handicapped parking only restrictions presently in existence for the premises located at 13063 Honore Street, Blue Island, Illinois, is hereby repealed and rescinded.

**SECTION TWO**

The Superintendent of Public Works shall remove all signs on the portion of the street for the property whose common address is 13063 Honore Street, which restricts parking for handicapped parking only.

**SECTION THREE**

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

**SECTION FOUR**

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. A full, true and complete copy of this ordinance shall be published in pamphlet form, by authority of the City Council as Corporate Authorities.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**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 \_\_\_\_\_, 2012.

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

ATTESTED and Filed in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**CITY CLERK**

PUBLISHED in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**CITY CLERK**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE CITY OF BLUE ISLAND FOR THE RECONSTRUCTION OF ASHLAND AVENUE FROM BROADWAY STREET TO THORNTON ROAD.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Agreement Authorized. The Mayor and City Clerk are authorized and directed to sign the Intergovernmental Agreement between the Illinois Department of Transportation and the City of Blue Island providing for the reconstruction of Ashland Avenue from Broadway Avenue to Thornton Road. This agreement shall be in a form substantially and materially similar to the agreement attached hereto.

Section 2. Effective Date. This resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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 \_\_\_\_\_, 2012.

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

**ATTESTED** and **Filed** in my office this

\_\_\_\_\_ day of \_\_\_\_\_, 2012.

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**CITY CLERK**



FAP Route 2857 (Ashland Ave.)  
State Section: 2011-54-I  
Cook County  
Job No. : D-91-594-11-  
Agreement No.: JN-112-027  
Contract No.: 60P64

#### AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the City of Blue Island of the State of Illinois, hereinafter called the CITY.

#### WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 6250 feet of Ashland Avenue, FAU Route 2857, State Section: 2011-054-I by reconstructing Ashland Avenue, from Broadway Street to Thornton Road providing 2-10 foot and variable width through traffic lanes in each direction with variable width right and left turn lanes and variable width medians. Milling and resurfacing 2300 feet of Ashland Avenue between south of 138<sup>th</sup> Street and south of Thornton Road, by modernizing traffic signals at Ashland with Broadway Street and with 138<sup>th</sup> Street, and the intersection of Ashland and Thornton Road will be reconfigured to include NB and SB left turn lanes within the project improvement limits, curb and gutter and sidewalks will be replaced, new storm sewers will be installed, swales reinstated, existing concrete median removed and replaced with a bituminous hot mix pavement structure, along with traffic signal modernization, crash attenuators, guardrail, median walls and all incidental and collateral work necessary to complete the project as shown on the plans and described herein; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering costs, including the cost of railroad adjustments, subject to reimbursement by the CITY, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A.
4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.
5. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA

Projects) in a lump sum, upon completion of the project based upon final costs.

6. The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit B" proves to be insufficient, to cover said cost.
7. The CITY has adopted, and will put into effect, prior to the State advertising for the work to be performed hereunder, an ordinance requiring that parking be parallel to the curbs, along Ashland Avenue within the limits; of this improvement, within the CITY limits, a copy of which is attached hereto as "Exhibit C" and made a part hereof, and will, in the future, prohibit parking at such locations within, or immediately adjacent to, this improvement, as may be determined by the STATE or be necessary from traffic capacity studies.
8. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".
9. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting in the future, any new encroachments within the limits of the improvements, a copy of which is

attached as "Exhibit E".

10. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
11. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
12. Upon final field inspection of the improvement and so long as Ashland Avenue is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes lying on either side of the centerline and the left-turn turn lanes and right turn lanes, each lane being 10 feet and variable in width and the curb and gutter stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
13. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including sidewalks, parkways, guardrails, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy thereof and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins'

frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

14. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on July 01, 2011.

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Ashland Avenue known as FAU Route 2857, State Section: 2011-054-I, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved Donald E. Pelogian  
Title Mayor  
Date JAN 25, 2012

**Exhibit A**  
**Cost Estimate and Participation**

Type of work	FEDERAL		STATE		CITY OF BLUE ISLAND		TOTAL
	\$	%	\$	%	\$	%	
All roadway work excluding the following	\$1,922,815	80%	\$480,704	20%			\$2,403,519
P&C Engineering (15%)	\$288,422	80%	\$72,106	20%			\$360,528
<b>SIDEWALKS</b>							
Rem & Repl (HDCP) due to Project			\$15,000	100%			\$15,000
P&C Engineering (15%)			\$2,250	100%			\$2,250
<b>TRAFFIC SIGNALS</b>							
<b>Ashland Ave @ Broadway St.</b>	\$270,000	90%	\$20,100	6.7%	\$9,900	3.3%	\$300,000
P&C Engineering (15%)	\$40,500	90%	\$3,015	6.7%	\$1,485	3.3%	\$45,000
Temporary Traffic Signals	\$40,500	90%	\$3,015	6.7%	\$1,485	3.3%	\$45,000
<b>Ashland Ave @ 138th St.</b>	\$270,000	90%	\$30,000	10%			\$300,000
P&C Engineering (15%)	\$40,500	90%	\$4,500	10%			\$45,000
<b>Ashland Ave @ Thornton Rd.</b>	\$270,000	90%	\$30,000	10%			\$300,000
P&C Engineering (15%)	\$40,500	90%	\$4,500	10%			\$45,000
<b>TOTAL</b>	<b>\$3,183,237</b>		<b>\$665,190</b>		<b>\$12,870</b>		<b>\$3,861,297</b>

The CITY's participation shall be predicated on the percentage shown above the specified work.  
The CITY's cost shall be determined by multiplying the final quantities times contract unit price plus 15% construction and preliminary engineering.

EXHIBIT B  
FUNDING RESOLUTION

WHEREAS, the CITY of Blue Island has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of Ashland Avenue , known as State Section: 2011-54-I and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Twelve Thousand Eight Hundred Seventy dollars (\$12,870) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that the CITY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project based on final costs.



Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

City of Blue Island

By: Donald E. Pelopuni  
(Signature)

By: DONALD E. PELOPUNI  
(Print or Type)

Title: City Clerk

Date: \_\_\_\_\_

Attest:

Sam Fraser  
Clerk

(SEAL)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Diane O'Keefe  
Region One Engineer

Date: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF COOK)

I, \_\_\_\_\_, City Clerk in and for the \_\_\_\_\_ of \_\_\_\_\_ hereby  
certify the foregoing to be a true perfect and complete copy of the resolution adopted by the  
\_\_\_\_\_ at a meeting on \_\_\_\_\_, 20 \_\_\_\_ A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this \_\_\_\_\_ day of  
\_\_\_\_\_. 20 \_\_\_\_ A.D.



CityClerk

(SEAL)

EXHIBIT C  
ORDINANCE NO. \_\_\_\_\_  
AN ORDINANCE RESTRICTING PARKING ALONG  
\_\_\_\_\_ ROAD WITHIN THE \_\_\_\_\_ OF \_\_\_\_\_

WHEREAS, the State of Illinois acting by and through its Department of Transportation is desirous of improving \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_; and

WHEREAS, a portion of this project runs through the \_\_\_\_\_ of \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_; and

WHEREAS, in order to facilitate the free flow of traffic and ensure safety to the motoring public, the \_\_\_\_\_ of \_\_\_\_\_ determines that the parking along \_\_\_\_\_ shall be prohibited.

BE IT ORDAINED BY THE \_\_\_\_\_ COUNCIL OF THE \_\_\_\_\_ OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_, STATE OF ILLINOIS, as follows:

Section 1. That parking shall not be permitted along the \_\_\_\_\_ Road from \_\_\_\_\_ to \_\_\_\_\_ within the \_\_\_\_\_ limits of the \_\_\_\_\_ of \_\_\_\_\_.

Section 2. That the \_\_\_\_\_ Council of the \_\_\_\_\_ of \_\_\_\_\_ will prohibit future parking at such locations on or immediately adjacent to \_\_\_\_\_ as may be determined and directed by the State of Illinois to be necessary to ensure the free flow of traffic and safety to the motoring public.

Section 3. The \_\_\_\_\_ Clerk is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated \_\_\_\_\_, 20\_\_\_\_ by and between the State of Illinois and the \_\_\_\_\_ of \_\_\_\_\_.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE \_\_\_\_\_ COUNCIL OF THE \_\_\_\_\_ OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_, STATE OF ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

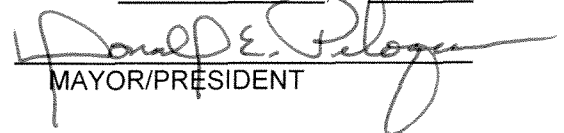
VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

  
MAYOR/PRESIDENT

ATTEST:


  
CLERK

EXHIBIT D  
ORDINANCE PROHIBITING THE DISCHARGE  
OF SANITARY AND INDUSTRIAL WASTE INTO  
ANY STORM SEWER OR DRAINAGE FACILITY  
CONSTRUCTED AS A PART OF THE  
\_\_\_\_\_ IMPROVEMENT

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving the \_\_\_\_\_ Road between \_\_\_\_\_ and \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_; and

WHEREAS, said project includes the installation of storm sewers and drainage facilities; and

WHEREAS, a portion of the project runs through the \_\_\_\_\_ of \_\_\_\_\_ including the installation of storm drains and drainage facilities;

BE IT ORDAINED BY THE \_\_\_\_\_ COUNCIL OF THE \_\_\_\_\_ OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF ILLINOIS, as follows:

Section 1. No person, firm, corporation or other entity shall discharge any sanitary waste or industrial waste water into any storm sewer or drainage facility constructed as part of the \_\_\_\_\_ improvement, said limits of improvement being between \_\_\_\_\_ and \_\_\_\_\_, and a portion of which passes through the \_\_\_\_\_ of \_\_\_\_\_.

Section 2. The \_\_\_\_\_ Clerk of the \_\_\_\_\_ of \_\_\_\_\_ is authorized and directed to attach a copy of this Ordinance to the agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between the State of Illinois and the \_\_\_\_\_ of \_\_\_\_\_ relative to the improvement.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE \_\_\_\_\_ COUNCIL OF THE \_\_\_\_\_ OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

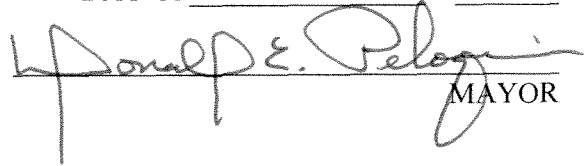
VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20\_\_\_\_

  
MAYOR

ATTEST:  
  
CITY CLERK

EXHIBIT E  
ORDINANCE NO. \_\_\_\_\_  
AN ORDINANCE PROHIBITING ENCROACHMENTS  
WITHIN THE STATE OF ILLINOIS RIGHT OF  
WAY ALONG \_\_\_\_\_

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving the \_\_\_\_\_ Road between \_\_\_\_\_ and \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_; and

WHEREAS, said project is being constructed in order to facilitate the free flow of traffic and ensure safety to the motoring public; and

WHEREAS, a portion of said project passes through the \_\_\_\_\_ of \_\_\_\_\_;

BE IT ORDAINED BY THE \_\_\_\_\_ COUNCIL OF THE \_\_\_\_\_ OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF ILLINOIS, as follows:

Section 1. That no person, firm, corporation or other entity shall install, place, maintain or construct any structure that encroaches upon the State of Illinois right of way on the \_\_\_\_\_ within the limits of the \_\_\_\_\_ of \_\_\_\_\_.

Section 2. The \_\_\_\_\_ Clerk of the \_\_\_\_\_ of \_\_\_\_\_ is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between the State of Illinois and the \_\_\_\_\_ of \_\_\_\_\_ relative to the improvement of the \_\_\_\_\_.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE \_\_\_\_\_ COUNCIL OF THE \_\_\_\_\_ OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

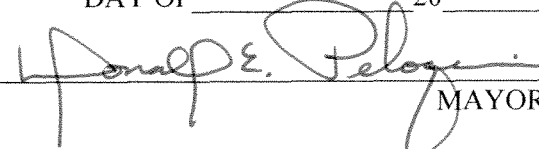
VOTE:


AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20\_\_\_\_

  
MAYOR

ATTEST:  
  
CITY CLERK

**Project and Environmental Studies  
Ashland Avenue (Broadway Street to Thornton Road)  
Cook County**

**City of Blue Island**

Concur with project scope:

Yes

No

Concur with traffic signal scope:

Yes

No

Concur with EVP scope:

Yes

No

Concur with EVP Maintenance:

Yes

No

Name: Donald E. Peloguin

Signature: Donald E. Peloguin

Title: MAYOR

Date: 10/03/2011

Comments:

WE APPROVE only the portion which is in  
THE CORPORATE LIMITS OF CITY OF  
BLUE ISLAND.

Aldermen,

For your approval, attached is the Cal-Sag Trail Phase II Engineering Intergovernmental Agreement (IGA) plus, an addendum to the agreement stating the City of Blue Island will now coordinate the billing for the East End of the Trail development instead of South Suburban Mayors and Managers (SSMM). The reason the IGA was not revised to reflect the billing change is that several communities have already signed the original IGA before the billing change and, to make it consistent, we are asking all the communities to sign both the original IGA and the Addendum. I will be at the City Council meeting to answer any questions.

Thank you,

Mary Poulsen

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT ENTITLED "AN INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE ESTABLISHMENT OF THE CALUMET-SAG TRAIL – EAST END, AND THE PERFORMANCE OF CERTAIN ENGINEERING SERVICES IN RELATION THERETO".

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AS FOLLOWS:

- Section 1. Agreement Authorized.** The Mayor and City Clerk are authorized and directed to sign the Intergovernmental Agreement providing for the establishment of the Calumet-Sag Trail – East End, and the performance of certain engineering services in relation thereto. This agreement shall be in a form substantially and materially similar to the agreement attached hereto.
  
- Section 2. Effective Date.** This resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
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 \_\_\_\_\_, 2012.

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

**ATTESTED** and **Filed** in my office this

\_\_\_\_\_ day of \_\_\_\_\_, 2012.

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**CITY CLERK**

**AN INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE  
ESTABLISHMENT OF THE CALUMET-SAG TRAIL – EAST END, AND THE  
PERFORMANCE OF CERTAIN ENGINEERING SERVICES IN RELATION THERETO**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between City of Blue Island, South Suburban Mayors and Managers Association, Alsip Park District, Worth Township, Forest Preserve District of Cook County, Village of Riverdale, Village of Dolton, Dolton Park District, City of Calumet City, and the Village of Burnham. (Each of the foregoing are hereinafter individually referred to as an “Agency” and hereinafter collectively referred to as the “Agencies”).

**WITNESSETH**

WHEREAS, the continued development and organization of the Chicago metropolitan area has increased public awareness of the importance of maintaining open space and providing recreational opportunities for individuals throughout the metropolitan area; and

WHEREAS, Municipalities, Park Districts, and other Organizations have been meeting in a cooperative effort concerning the formulation and development of the Calumet-Sag Trail, which involves the construction of a regional, multi-purpose trail approximately twenty seven (27) miles in length between the I&M Canal Trail near Lemont and the Burnham Greenway in Burnham; and

WHEREAS, the Agencies have participated in a cooperative effort concerning the formulation and development of the easternmost fifteen (15) miles of the Calumet-Sag Trail (hereinafter referred to as the “Project”), which involves the construction of a regional, multi-purpose trail (hereinafter referred to as the “Trail Plan”) of approximately fifteen (15) miles in length, and the construction and installation of related bridges, fences, underpasses, barrier walls and other improvements; and

WHEREAS, when completed, the Project will extend from the Alsip Boat Ramp in southern Cook County easterly to the Burnham Trail in Burnham; and

WHEREAS, the Project will provide numerous public benefits as a key component of the overall Trail Plan, including (a) directly serving the transportation and recreational needs of more than two hundred fifty thousand (250,000) individuals residing in sixteen (16) communities adjacent to the Project; (b) linking those individuals to thousands of acres of public open space, four (4) major existing trail systems, more than one hundred (100) miles of bicycle trails, industrial parks, major employment centers, retirement communities, METRA stations, PACE stops, major recreational

facilities such as the Palos Forest Preserve, historic sites, and a variety of cultural and educational buildings and facilities; (c) providing an alternative means of transportation for individuals commuting to work, shopping, recreation and other destinations; and (d) providing a stimulus for economical redevelopment; and

WHEREAS, the Project, as part of the Trail Plan, is designated a “priority greenway” in the Northeastern Illinois Regional Greenways Plan and will serve as an important link in the interconnecting trail system in northeastern Illinois; and

WHEREAS, the City of Blue Island (hereinafter referred to as “Blue Island”) submitted an application for a Congestion, Mitigation and Air Quality (CMAQ) reimbursable grant to fund a portion of the Project involving the performance of certain essential engineering services; and

WHEREAS, the Chicago Metropolitan Agency for Planning (hereinafter referred to as “CMAQ”) informed Blue Island that it had been awarded a CMAQ grant in the amount of one million, one hundred and twenty thousand and no/100 dollars (\$1,120,000) in order to fund a portion of the Phase I and Phase II engineering costs for the Project (hereinafter referred to as the “Grant”); and

WHEREAS, under the terms of the Grant, each Agency is responsible for twenty percent (20%) of the engineering costs associated with that portion of the Project within its jurisdiction, with the federal government being responsible for eighty percent (80%) of the engineering costs; and

WHEREAS, the total cost of the Phase II engineering services for the Project is estimated to be seven hundred fifty thousand and no/100 dollars (\$750,000), eighty percent (80%) of which is subject to reimbursement under the Grant; and

WHEREAS, the Grant will be administered by the Illinois Department of Transportation (hereinafter referred to as “IDOT”), which shall be responsible for approving all reimbursement requests; and

WHEREAS, City of Blue Island has been designated as the lead Agency for the Project, with responsibility for coordinating all aspects of the Project and for monitoring the Project in conjunction with IDOT; and

WHEREAS, each Agency has agreed to participate in the Project in accordance with the provisions set forth in the Intergovernmental Agreement for Phase I Engineering that was previously approved by each of the participating agencies; and

WHEREAS, it is anticipated that after the completion of the Phase II engineering work, which is expected to take approximately twelve (12) to twenty four (24) months, the Agencies will enter into subsequent agreements for the construction of the Project (which will include Phase III engineering services associated with the construction of the Project); and

WHEREAS, at present, the total construction, and Phase III engineering cost of the Project is estimated to be \$12,524,697, as identified in “Calumet-Sag Trail – East End Construction Cost Estimate,” dated April 7, 2011, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Agencies are authorized to enter into this Intergovernmental Agreement pursuant to the provisions of Article VII, Section 10, of the Illinois Constitution of 1970, which provides in part that units of local government may contract or otherwise associate among themselves to “obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance,” and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the Agencies agree as follows:

**1. Incorporation of Preambles.** The preambles set forth above are incorporated herein and made a part hereof.

**2. Establishment of Calumet-Sag Trail – East End.** In accordance with the intent of the Agencies to create a continuous fifteen (15) mile regional, multi-purpose asphalt/gravel trail as described above, each Agency hereby agrees to contribute and include as part of the Project such parcels or interests therein presently owned by each Agency or over which it exercises jurisdiction, or such portion of said parcels as may be necessary to allow for the construction and maintenance of a multi-purpose asphalt/gravel trail as provided for in the Project.

**3. Lead Agency.** Each Agency hereby recognizes City of Blue Island as the lead agency for the Project. In its capacity as the lead agency, City of Blue Island shall be responsible for coordinating all aspects of the Project with the Consultant identified in Section 4 below, IDOT and the other Agencies, and for monitoring the engineering services performed by the Consultant.

**4. Consulting Agreement.** In connection with its role as the lead agency, City of Blue Island will be contracting with the engineering firm of URS (hereinafter referred to as the “Consultant”), to perform the Phase II engineering work for the Project pursuant to the contract entitled “Preliminary

Engineering Services Agreement for Federal Participation” (hereinafter referred to as the “Consulting Agreement”), which by reference is incorporated herein and made a part of this Agreement. Each Agency agrees to provide Consultant with such access to its property as may be necessary to perform the engineering work and to furnish Consultant with such documents, reports, data, studies or other information within the Agency’s possession as may be relevant to the Project. City of Blue Island shall require Consultant to defend, hold harmless and indemnify the Agencies, their elected officials, officers, employees and agents, from and against any and all claims, liabilities, causes of action, losses, judgments, settlements, damages and expenses (including, but not limited to, reasonable expert witness and attorney fees) that may at any time arise or be claimed by any person or entity, including any employees, agents and subcontractors of Consultant, as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the negligent or intentional acts or omissions on the part of Consultant or its contractors, subcontractors, employees or agents in performing the engineering services provided for in the Consulting Agreement.

**5. Project Development Report.** The Phase II engineering services to be performed by Consultant under the Consulting Agreement involve the preparation of Plans, Specifications and Estimates” (hereinafter referred to as the “Plans”), which shall consist of the preparation of the contract bid documents to be constructed as part of the Project. Each Agency shall review the Plans as to that portion of the Project under its jurisdiction. If there are no reasonable objections to said Plans, each Agency shall execute such documents as may be required by IDOT as evidence of the Agency's approval of the Plans. If an Agency disagrees with the findings in the Plans, it shall specify in writing the nature of its objections and provide a copy thereof to the Consultant and to all the other Agencies. The objecting Agency and Consultant shall work in good faith to reach a mutually agreeable resolution.

**6. Project Payments.** Notwithstanding anything in the Project to the contrary, the estimated cost of the Phase II engineering work related to each Agency is identified in the table dated April 8, 2011 entitled “Calumet-Sag Trail (East End), Phase II Engineering And Construction Cost Summary & Grant Reimbursement Allocation” (hereinafter referred to as the “Cost Summary”), which is attached hereto and incorporated herein as Exhibit B. Each Agency shall deposit with South

Suburban Mayors and Managers Association an amount based on one of the following payment methods.

- a) Single Payment – The Agency shall deposit with South Suburban Mayors and Managers Association the full amount shown on the last line of Exhibit B, for that Agency, upon execution of the Intergovernmental Agreement.
- b) Two Installments – The Agency shall deposit with South Suburban Mayors and Managers Association one half of the amount shown on the last line of Exhibit B, for that Agency, upon execution of the Intergovernmental Agreement. The second payment (remaining amount) shall be deposited by April 1, 2012.
- c) Quarterly Installments - The Agency shall deposit with South Suburban Mayors and Managers Association one quarter of the amount shown on the last line of Exhibit B, for that Agency, upon execution of the Intergovernmental Agreement. The remaining payments (each being one fourth of the total amount to be deposited) shall be deposited by October 1, 2011, January 1, 2012, and April 1, 2012, respectively.
- d) Monthly Installments - The Agency shall deposit with South Suburban Mayors and Managers Association one twelfth of the amount shown on the last line of Exhibit B, for that Agency, upon execution of the Intergovernmental Agreement. Additional payments shall be deposited monthly thereafter, with the final balance due by June 1, 2012.

City of Blue Island shall not authorize Consultant to begin any part of the engineering work until each participating Agency has deposited with South Suburban Mayors and Managers Association an amount identified by that Agency. Each Agency shall annually appropriate such funds as shall be necessary to carry out its obligations under this Agreement.

**7. Reimbursement Payments.** South Suburban Mayors and Managers Association shall maintain the funds deposited by the Agencies in a separate fund, itemized as to each Agency. During the course of performing the engineering work, Consultant shall, pursuant to the terms of the Consulting Agreement, submit to South Suburban Mayors and Managers Association for its review and approval an itemized payment invoice acceptable to IDOT specifying in detail the work performed for the period covered by the invoice. Consultant shall submit the itemized payment invoice to South Suburban Mayors and Managers Association for its review and approval. If found

to be in compliance with the terms of the Consulting Agreement, South Suburban Mayors and Managers Association shall, within forty-five (45) days of receipt of the payment invoice, pay Consultant the amount specified, provided that no Agency has filed a reasonable written objection with South Suburban Mayors and Managers Association. Within the aforementioned forty-five (45) day period, South Suburban Mayors and Managers Association shall also submit a copy of the payment invoice and such other documents prepared by the Consultant as may be required to IDOT for reimbursement under the Grant. Upon completion of the Project, any balance remaining for each Agency will be refunded to that Agency. If the actual cost of the engineering services performed for a particular Agency exceeds the amount estimated in the Cost Summary, that Agency shall be responsible for the excess, and shall pay the excess amount to South Suburban Mayors and Managers Association in order to allow for payment to Consultant in an amount equal to the actual services performed on behalf of the Agency. If, upon completion of the engineering work, the actual cost of the services performed for an Agency is less than the estimated amount in the Cost Summary, South Suburban Mayors and Managers Association shall refund the balance to that Agency. South Suburban Mayors and Managers Association shall provide each Agency with an annual report detailing the status of each Agency's account.

**8. Interest Payments.** Any interest accrued from the funds deposited with South Suburban Mayors and Managers Association pursuant to Sections 6 or 7 shall be retained by South Suburban Mayors and Managers Association to cover the administrative costs associated with administering the Project.

**9. Additional Engineering Services.** It is anticipated that after the date of this Agreement, one or more Agencies may desire to have certain additional engineering services performed in relation to the possible construction of improvements that are outside the scope of the Project and Grant application. The parties agree that such additional engineering services will not be part of the scope of services as defined in the Consulting Agreement and will not be entitled to reimbursement under the Grant. Each Agency shall be responsible for obtaining such additional engineering services on its own.

**10. Repayment of Grant Funds.** If an Agency for any reason terminates its involvement in the Phase II engineering portion of the Project, it shall serve written notice thereof on City of Blue Island, South Suburban Mayors and Managers Association, the other Agencies, IDOT and Consultant. In such case, the Agency shall not be entitled to a refund for any payments made under

this Agreement. In addition, if required by IDOT, the Agency shall be responsible for reimbursing IDOT for all sums paid to the Agency as part of the eighty percent (80%) federal portion of the Phase I and Phase II engineering costs under the Grant. The Agency shall pay any such reimbursement directly to IDOT within thirty (30) days of receipt of IDOT'S written demand for payment.

**11. Cooperation.** If an Agency has reason to believe that a violation of this Agreement has occurred or is occurring, written notice thereof specifying in detail the violation and the facts supporting the claim shall be served upon the Agency that allegedly committed or is permitting such violation to occur. The written notice shall also be served on City of Blue Island, South Suburban Mayors and Managers Association, IDOT and all the other Agencies. The Agencies agree to act in good faith and to cooperate with each other to resolve any disputes which may arise in the performance of this Agreement. In the event an Agency is required to institute any legal action or proceeding, whether at law or in equity, to enforce any provision of this Agreement, the prevailing party in such action or proceeding (as determined by the court) shall be entitled to recover all of its costs and expenses, including, but not limited to, reasonable expert witness and attorney fees.

**12. Indemnification.** Each Agency shall defend, hold harmless and indemnify the other Agencies, and their respective elected officials, officers, employees and agents from and against all claims, liabilities, causes of action, losses, judgments, settlements, damages and expenses (including, but not limited to, reasonable expert witness and attorney fees) that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the negligent or intentional acts or omissions of the indemnifying Agency's performance of its obligations under this Agreement. Said indemnification by each Agency, however, shall not be construed as a waiver of any immunities or defenses any Agency may have pursuant to the Local Governmental and Governmental Employees Tort Immunity Act (745ILCS 10/1-101 et seq.).

**13. Construction.** By entering into this Agreement, each Agency agrees to consider entering into a future intergovernmental agreement for the Phase III; Construction of the Project.

**14. Transfers.** No Agency shall sell, assign or otherwise transfer its interest under this Agreement without the prior written approval of all the other Agencies. The provisions set forth in



this Agreement shall be binding upon and inure to the benefit of the approved successors and assigns of the Agencies.

**15. Notices.** All notices given under this Agreement shall be in writing and shall be either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Notices shall be served at the following addresses:

South Suburban Mayors  
and Managers Association  
Attn: Ed Paesel  
1904 West 174<sup>th</sup> Street  
East Hazel Crest, IL 60429

Alsip Park District  
Attn: Jeannette Huber  
Director of Parks and Recreation  
12521 S. Kostner Avenue  
Alsip, IL 60803

Worth Township  
Attn: Supervisor John Murphy  
Worth Township  
11601 S. Pulaski  
Alsip, IL 60803 Township

City of Blue Island  
Attn: Mayor Donald Peloquin  
13051 Greenwood Avenue  
Blue Island, IL 60406

Forest Preserve District  
of Cook County  
Attn: Arnold Randall, General Superintendent  
536 N. Harlem Avenue  
River Forest, IL 60305

Village of Riverdale  
Attn: Mayor Deyon L. Dean  
157 West 144<sup>th</sup> Street  
Riverdale, IL 60827

Village of Dolton  
Attn: Mayor Ronnie C. Lewis  
14014 Park Avenue  
Dolton, IL 60419

City of Calumet City  
Attn: Mayor Michelle Markiewicz Qualkinbush  
204 Pulaski Road  
Calumet City, IL 60409

Village of Burnham  
Attn: Mayor Robert E. Polk  
14450 Manistee Avenue  
Burnham, IL 60633

Dolton Park District  
Attn: Lonette Hall, Executive Director  
721 Engle Street  
Dolton, IL 60419

**16. Execution.** Each Agency shall approve this Agreement pursuant to a duly passed ordinance or resolution and shall execute a separate signature page and send the original page to City

of Blue Island. After all the original signature pages have been received, City of Blue Island shall provide each Agency with a fully executed copy of this Agreement.

**17. Incorporation.** The provisions set forth herein represent the entire agreement between the Agencies and supersede any previous oral or written agreements, as it is the intent of the Agencies to provide for integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing and signed by all the Agencies.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**ADDENDUM NUMBER 1**

to

**AN INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE  
ESTABLISHMENT OF THE CALUMET-SAG TRAIL – EAST END, AND THE  
PERFORMANCE OF CERTAIN ENGINEERING SERVICES IN RELATION THERETO**

WHEREAS, the Board of the South Suburban Mayors and Managers Association has decided to not participate in the financial arrangement of the Calumet-Sag Trail – East End, the following revisions are made to the Intergovernmental Agreement Providing For The Establishment Of The Calumet-Sag Trail – East End, And The Performance Of Certain Engineering Services In Relation Thereto.

**Introductory Paragraph.**

Delete the reference to ‘South Suburban Mayors and Managers Association’.

**Article 6.**

Revise Article 6 as follows;

6. **Project Payments.** Notwithstanding anything in the Project to the contrary, the estimated cost of the Phase II engineering work related to each Agency is identified in the table dated April 8, 2011 entitled “Calumet-Sag Trail (East End), Phase II Engineering And Construction Cost Summary & Grant Reimbursement Allocation” (hereinafter referred to as the “Cost Summary”), which is attached hereto and incorporated herein as Exhibit B. Each Agency shall deposit with ~~South Suburban Mayors and Managers Association~~ the City of Blue Island an amount based on one of the following payment methods.

- a) Single Payment – The Agency shall deposit with ~~South Suburban Mayors and Managers Association~~ the City of Blue Island the full amount shown on the last line of Exhibit B, for that Agency, upon execution of the Intergovernmental Agreement.
- b) Two Installments – The Agency shall deposit with ~~South Suburban Mayors and Managers Association~~ the City of Blue Island one half of the amount shown on the last line of Exhibit B, for that Agency, upon execution of the Intergovernmental Agreement. The second payment (remaining amount) shall be deposited by April 1, 2012.

- c) Quarterly Installments - The Agency shall deposit with ~~South Suburban Mayors and Managers Association~~ the City of Blue Island one quarter of the amount shown on the last line of Exhibit B, for that Agency, upon execution of the Intergovernmental Agreement. The remaining payments (each being one fourth of the total amount to be deposited) shall be deposited by October 1, 2011, January 1, 2012, and April 1, 2012, respectively.
- d) Monthly Installments - The Agency shall deposit with ~~South Suburban Mayors and Managers Association~~ the City of Blue Island one twelfth of the amount shown on the last line of Exhibit B, for that Agency, upon execution of the Intergovernmental Agreement. Additional payments shall be deposited monthly thereafter, with the final balance due by June 1, 2012.

City of Blue Island shall not authorize Consultant to begin any part of the engineering work until each participating Agency has deposited with ~~South Suburban Mayors and Managers Association~~ the City of Blue Island an amount identified by that Agency. Each Agency shall annually appropriate such funds as shall be necessary to carry out its obligations under this Agreement.

#### **Article 7.**

Revise Article 7 as follows;

**7. Reimbursement Payments.** ~~South Suburban Mayors and Managers Association~~ The City of Blue Island shall maintain the funds deposited by the Agencies in a separate fund, itemized as to each Agency. During the course of performing the engineering work, Consultant shall, pursuant to the terms of the Consulting Agreement, submit to ~~South Suburban Mayors and Managers Association~~ the City of Blue Island for its review and approval an itemized payment invoice acceptable to IDOT specifying in detail the work performed for the period covered by the invoice. Consultant shall submit the itemized payment invoice to ~~South Suburban Mayors and Managers Association~~ the City of Blue Island for its review and approval. If found to be in compliance with the terms of the Consulting Agreement, ~~South Suburban Mayors and Managers Association~~ the City of Blue Island shall, within forty-five (45) days of receipt of the payment invoice, pay Consultant the amount specified, provided that no Agency has filed a reasonable written objection with ~~South~~

~~Suburban Mayors and Managers Association~~ the City of Blue Island. Within the aforementioned forty-five (45) day period, ~~South Suburban Mayors and Managers Association~~ the City of Blue Island shall also submit a copy of the payment invoice and such other documents prepared by the Consultant as may be required to IDOT for reimbursement under the Grant. Upon completion of the Project, any balance remaining for each Agency will be refunded to that Agency. If the actual cost of the engineering services performed for a particular Agency exceeds the amount estimated in the Cost Summary, that Agency shall be responsible for the excess, and shall pay the excess amount to ~~South Suburban Mayors and Managers Association~~ the City of Blue Island in order to allow for payment to Consultant in an amount equal to the actual services performed on behalf of the Agency. If, upon completion of the engineering work, the actual cost of the services performed for an Agency is less than the estimated amount in the Cost Summary, ~~South Suburban Mayors and Managers Association~~ the City of Blue Island shall refund the balance to that Agency. ~~South Suburban Mayors and Managers Association~~ the City of Blue Island shall provide each Agency with an annual report detailing the status of each Agency's account.

**Article 8.**

Revise Article 8 as follows;

**8. Interest Payments.** Any interest accrued from the funds deposited with ~~South Suburban Mayors and Managers Association~~ the City of Blue Island pursuant to Sections 6 or 7 shall be retained by ~~South Suburban Mayors and Managers Association~~ the City of Blue Island to cover the administrative costs associated with administering the Project.

**Article 10.**

Revise Article 10 as follows;

**10. Repayment of Grant Funds.** If an Agency for any reason terminates its involvement in the Phase II engineering portion of the Project, it shall serve written notice thereof on City of Blue Island, ~~South Suburban Mayors and Managers Association~~, the other Agencies, IDOT and Consultant. In such case, the Agency shall not be entitled to a refund for any payments made under this Agreement. In addition, if required by IDOT, the Agency shall be responsible for reimbursing IDOT for all sums paid to the Agency as part of the eighty percent (80%) federal portion of the Phase I and Phase II engineering costs under the Grant. The Agency shall pay any such

reimbursement directly to IDOT within thirty (30) days of receipt of IDOT'S written demand for payment.

**Article 11.**

Revise Article 11 as follows;

**11. Cooperation.** If an Agency has reason to believe that a violation of this Agreement has occurred or is occurring, written notice thereof specifying in detail the violation and the facts supporting the claim shall be served upon the Agency that allegedly committed or is permitting such violation to occur. The written notice shall also be served on City of Blue Island, ~~South Suburban Mayors and Managers Association~~, IDOT and all the other Agencies. The Agencies agree to act in good faith and to cooperate with each other to resolve any disputes which may arise in the performance of this Agreement. In the event an Agency is required to institute any legal action or proceeding, whether at law or in equity, to enforce any provision of this Agreement, the prevailing party in such action or proceeding (as determined by the court) shall be entitled to recover all of its costs and expenses, including, but not limited to, reasonable expert witness and attorney fees.

**Article 15.**

Revise Article 15 as follows;

**15. Notices.** All notices given under this Agreement shall be in writing and shall be either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Notices shall be served at the following addresses:

~~South Suburban Mayors  
and Managers Association  
Attn: Ed Paesel  
1904 West 174<sup>th</sup> Street  
East Hazel Crest, IL 60429~~

Alsip Park District  
Attn: Jeannette Huber  
Director of Parks and Recreation  
12521 S. Kostner Avenue  
Alsip, IL 60803

Worth Township  
Attn: Supervisor John Murphy  
Worth Township  
11601 S. Pulaski  
Alsip, IL 60803 Township

City of Blue Island  
Attn: Mayor Donald Peloquin  
13051 Greenwood Avenue  
Blue Island, IL 60406

Forest Preserve District  
of Cook County  
Attn: Arnold Randall, General Superintendent  
536 N. Harlem Avenue  
River Forest, IL 60305

Village of Riverdale  
Attn: Mayor Deyon L. Dean  
157 West 144<sup>th</sup> Street  
Riverdale, IL 60827

Village of Dolton  
Attn: Mayor Ronnie C. Lewis  
14014 Park Avenue  
Dolton, IL 60419

City of Calumet City  
Attn: Mayor Michelle Markiewicz Qualkinbush  
204 Pulaski Road  
Calumet City, IL 60409

Village of Burnham  
Attn: Mayor Robert E. Polk  
14450 Manistee Avenue  
Burnham, IL 60633

Dolton Park District  
Attn: ~~Lonette Hall~~ Stan Brown, Executive  
Director  
721 Engle Street  
Dolton, IL 60419

**16. Execution.** Each Agency shall approve this Addendum Number 1 pursuant to a duly passed ordinance or resolution and shall execute a separate signature page and send the original page to City of Blue Island. After all the original signature pages have been received, City of Blue Island shall provide each Agency with a fully executed copy of this Addendum Number 1.

IN WITNESS WHEREOF, the parties have entered into this Addendum Number 1 as of the \_\_\_\_\_ day of \_\_\_\_\_, 201.

**SIGNATURE PAGE FOR ADDENDUM NUMBER 1 PROVIDING FOR THE  
ESTABLISHMENT OF THE CALUMET-SAG TRAIL – EAST END AND THE  
PERFORMANCE OF CERTAIN ENGINEERING SERVICES**

ALSIP PARK DISTRICT

By: \_\_\_\_\_

President

Attest: \_\_\_\_\_

Clerk

APPROVAL AUTHORIZED BY:

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_



**SIGNATURE PAGE FOR ADDENDUM NUMBER 1 PROVIDING FOR THE  
ESTABLISHMENT OF THE CALUMET-SAG TRAIL – EAST END AND THE  
PERFORMANCE OF CERTAIN ENGINEERING SERVICES**

WORTH TOWNSHIP

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk

APPROVAL AUTHORIZED BY:

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

**SIGNATURE PAGE FOR ADDENDUM NUMBER 1 PROVIDING FOR THE  
ESTABLISHMENT OF THE CALUMET-SAG TRAIL – EAST END AND THE  
PERFORMANCE OF CERTAIN ENGINEERING SERVICES**

CITY OF BLUE ISLAND

By: \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

Secretary

APPROVAL AUTHORIZED BY:

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

**SIGNATURE PAGE FOR ADDENDUM NUMBER 1 PROVIDING FOR THE  
ESTABLISHMENT OF THE CALUMET-SAG TRAIL – EAST END AND THE  
PERFORMANCE OF CERTAIN ENGINEERING SERVICES**

FOREST PRESERVE DISTRICT OF COOK  
COUNTY

By: \_\_\_\_\_

Attest: \_\_\_\_\_

APPROVAL AUTHORIZED BY:

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

**JOURNAL OF PROCEEDING  
OF THE  
REGULAR MEETING, JANUARY 24, 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 24, 2012.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Roll Call indicates the following:

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

Absent: 2 Ald. Frausto, Patoska.

Present Also: Pam Frasor, City Clerk  
James Brosnahan, City Attorney  
Carmine Bilotto, City Treasurer

**JOURNAL OF PROCEEDING**

Moved by Ald. Janko, second by Ald. Johnson the Journal Of Proceedings for the regular meeting on January 10, 2012 is accepted as printed.

Aldermen Frausto and Patoska joined the meeting.

Upon a vote, the Mayor declared the motion carried.

**REPORT OF CITY OFFICIALS**

**Mayor**

**MR. TERRY VRSHEK**

Mayor Peloquin asked for approval to take the appointment of Terry Vrshek off the table and to be voted on for Fire Chief.

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

Upon a vote, the Mayor declared the motion carried.

**FIRE CHIEF APPOINTMENT**

Mayor Peloquin is requesting Council to concur with his appointment to appoint Terry Vrshek as Fire Chief for the City of Blue Island.

Motion by Ald. Natalino, second by Ald. Stone to approve to appoint Mr. Terry Vrshek as Blue Island’s New Fire Chief.

Ayes: 14 Ald. Johnson, Frausto, Vargas,  
Thompson, Natalino, Cheatle,  
Vieyra, Spizzirri, Patoska, Rita,  
Ruthenberg, Stone, Ostling, Janko.  
Nays: 0  
Absent: 0  
Abstain: 0

There being Fourteen (14) affirmative Votes, the Mayor declared the motion carried.

**SWEARING IN**

Mayor Peloquin along with Fire Chief Copp, Deputy Chief Luety and Mr. Terry Vrshek approached the podium. Mayor Peloquin asked Mr. Vrshek to raise his right hand and proceeded to swear him in as the new Fire Chief.

Fire Chief Vrshek thanked everyone for the opportunity and promised he would do his best to uphold the honor and integrity then he shook all the members of Council’s hands.

**FIRE FIGHTERS AGREEMENT**

The Mayor has an agreement with the Blue Island Profession Fire Fighters Union in regards to the contract. The contract is a 1½ -1 – 1 & 1 and most everything else is the same. There is a stipulation in the contract there will be 18 Fireman and 3 Officers.

Motion by Ald. Ostling, second by Ald. Ruthenberg to approve the Mayor to sign the Agreement.

On the Question: Ald. Janko asked how this is deviated from the last contract they had with personnel.

The Mayor stated it doesn’t deviate what it does is it stipulates now. Before there was always 15 & 3 and it states that in the Ordinance but now we are stipulating 18 & 3 in the contract.

Ald. Janko asked how achievable is that on a regular basis.

Mayor Peloquin stated that it is very achievable that the biggest problem is when a lot of the Firemen were off on disability.

Ayes: 14 Ald. Johnson, Frausto, Vargas,  
Thompson, Natalino, Cheatle,  
Vieyra, Spizzirri, Patoska, Rita,  
Ruthenberg, Stone, Ostling, Janko.

Nays: 0

Absent: 0

Abstain: 0

There being Fourteen (14) affirmative Votes, the Mayor declared the motion carried.

**911 TELECOMMUNICATORS  
AGREEMENT**

Mayor Peloquin announced they have negotiated and finalized the agreement with the 911 telecommunicators.

Motion by Ald. Ostling, second by Ald. Natalino to approve the Mayor to sign the Agreement.

On the Question: Ald. Johnson asked if there are any Spanish speaking telecommunicators.

The Mayor stated he would look into that he wasn't sure.

Ayes: 14 Ald. Johnson, Frausto, Vargas,  
Thompson, Natalino, Cheatle,  
Vieyra, Spizzirri, Patoska, Rita,  
Ruthenberg, Stone, Ostling, Janko.

Nays: 0

Absent: 0

Abstain: 0

There being Fourteen (14) affirmative Votes, the Mayor declared the motion carried.

**ALLIED WASTE AGREEMENT**

Mayor Peloquin is requesting approval of the renewal of the existing contract with Allied Waste with the stipulations.

Motion by Ald. Janko, second by Ald. Ruthenberg to approve the Mayor to sign the Agreement with Allied Waste.

Ayes: 14 Ald. Johnson, Frausto, Vargas,  
Thompson, Natalino, Cheatle,  
Vieyra, Spizzirri, Patoska, Rita,  
Ruthenberg, Stone, Ostling, Janko.

Nays: 0

Absent: 0

Abstain: 0

There being Fourteen (14) affirmative Votes, the Mayor declared the motion carried.

**CDBG PROJECT/MAPLE AVE.**

The Mayor announced that Mr. Nagel from Robinson Engineer prepared the estimation for the CDBG resurfacing project costs for Maple Street from 119<sup>th</sup> Street to 123<sup>rd</sup> Street and the Aldermen should all have a copy of it.

**7<sup>TH</sup> WARD FLOODING**

The Mayor stated that for the Aldermen in the 7<sup>th</sup> Ward and their flooding problems, they are doing other things in regards to that which is not apart of this program.

Mr. Tom Nagel approached the podium as explained what this Community Development Block Grant (CDBG) project is about.

The Mayor asked Mr. Nagel to clarify the additional funds for the sidewalks.

Mr. Nagel explained they would ask the contractor to extend their bid.

On the Question: Ald. Janko asked when they would anticipate the Maple Street project to begin.

Mr. Nagel stated the project would start some time around March 1<sup>st</sup> with a completion date of May 31<sup>st</sup> and then the paving work will start and shouldn't take more than 4 to 5 weeks.

Mr. Nagel addressed the issue of the flooding in the 7<sup>th</sup> Ward. He had talked to the Aldermen in that Ward and discussed what they plan to do after researching and studying it and the cost would range between 250 to 400 thousand dollars.

### **119<sup>TH</sup> PROPOSALS**

Mayor Peloquin announced in regards to 119<sup>th</sup> Street that they did receive tentative proposals from companies in regards to the industrial development in the back area. He is still waiting on the bids for the demolition of the old Formoldl and the old Montell Buildings.

### **SAVE-A-LOT**

The Mayor was informed by Mr. Miller that the group that is purchasing the Jewel property did close with Save-A-Lot and will go in front of Walgreens to finalize that part of the deal.

### **WATER RATE INCREASE**

Mayor Peloquin announced that the Aldermen should have received a copy of the letter of Chicago's water rate increases and he wants to make sure that they read page 2. The Mayor interpreted that the 25-15-15-15 is just the beginning of what it coming and also informed Council that Alsip is now apart of the JAWA and will become a voting member of it.

### **JAWA**

Mayor Peloquin asked that he along with Ald. Patoska, Ald. Janko, Public Works and a few citizens sit down at a round table to just discuss it and to be filmed so that the it can be put out so the public can view it so they will be informed.

Ald. Vieyra asked if any other towns were approached.

The Mayor stated they will be approaching Midlothian but Harvey has about 6 or 7 communities that buy water from them and they are apart of the group also.

Ald. Thompson asked if there be another public hearing or public notification about this JAWA.

The Mayor stated yes.

Ald. Johnson asked if there was a timetable in order to get this information out to the public.



The Mayor stated that it is now public information and this project would probably be about 2016.

**METRA CLEAN-UP**

Mayor Peloquin informed the Aldermen along the Metra Rail that he had called them and he is trying for them to clean up along the Rock Island and the underpass on Broadway.

**QUESTIONS TO THE MAYOR**

No Questions.

**BIDS**

No Bids.

**CITY CLERK**

**TAG DAY REQUEST**

American Legion Post 50 is requesting permission to conduct their annual “Poppy Days” sale on Friday and Saturday, May 18<sup>th</sup> & 19<sup>th</sup>, 2012 with rain dates of Friday and Saturday, May 25<sup>th</sup> & 26<sup>th</sup>, 2012.

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

Upon a vote, the Mayor declared the motion carried.

**EXECUTIVE MINUTES**

Clerk Frasor provided each Alderman with the amended copies of the corrected Executive Session Minutes.

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

On the Question: Ald. Janko asked if these minutes are now made for public record.

Clerk Frasor stated yes they would be apart of the regular minutes.

Ald. Janko asked if the would be electronically available as well.

Clerk Frasor stated no, we are not at that stage yet.

Upon a vote, the Mayor declared the motion carried.

**CITY TREASURER**

No Report.

Treasure Bilotto commended Public Works on the snow removal.

**CITY ATTORNEY**

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

Upon on a vote, the Mayor declared the motion carried.

**ORDINANCE NO. 121 - 159**

**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.**

Locations: 12252 Ann Street.

Motion by Ald. Ostling, second by Ald. Janko to adopt.

Ayes: 14 Ald. Johnson, Frausto, Vargas, Thompson, Natalino, Cheatle, Vieyra, Spizzirri, Patoska, Rita, Ruthenberg, Stone, Ostling, Janko.

Nays: 0

Absent: 0

Abstain: 0

There being Fourteen (14) affirmative Votes, the Mayor declared the motion carried.

**RESOLUTION NO. 11 - 431**

**A RESOLUTION AUTHORIZING THE CITY OF BLUE ISLAND'S APPLICATION FOR FUNDING FROM THE COOK COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE EXPENDITURE OF FUNDS IN CONNECTION THEREWITH.**

Motion by Ald. Cheatle, second by Ald. Vieyra to adopt.

On the Question: Ald. Frausto asked if this is for the project we voted on.

The Mayor stated yes.

Ald. Frausto asked for the CDBG grant to be awarded do the streets have to be marked as to what the project goes towards.

The Mayor stated no, the CDBG program is based on the census tracks on what areas are qualified for certain things.

Ald. Frausto asked if the engineering has been done on these streets.

Mr. Nagel stated no they have not, they did a preliminary cost estimate on it.

Ayes: 14 Ald. Johnson, Frausto, Vargas,  
Thompson, Natalino, Cheatle,  
Vieyra, Spizzirri, Patoska, Rita,  
Ruthenberg, Stone, Ostling, Janko.

Nays: 0

Absent: 0

Abstain: 0

There being Fourteen (14) affirmative Votes, the Mayor declared the motion carried.

### **COMMITTEE REPORTS**

#### **Finance Committee – Ald. Patoska, Chairman**

#### **ACCOUNTS PAYABLE**

**Motion by Ald. Patoska, second by Ald. Natalino to approve Accounts Payable for the period ending January 24, 2012 for the amount of \$377,483.34.**

Ayes: 14 Ald. Johnson, Frausto, Vargas,  
Thompson, Natalino, Cheatle,  
Vieyra, Spizzirri, Patoska, Rita,  
Ruthenberg, Stone, Ostling, Janko.

Nays: 0

Absent: 0

Abstain: 0

There being Fourteen (14) affirmative Votes, the Mayor declared the motion carried.

**PAYROLL**

**Motion by Ald. Patoska, second by Ald. Stone to approve Payroll for the period ending January 20, 2012 for the Net Pay - \$236,737.67 - Total Gross - \$395936.94.**

Ayes: 14 Ald. Johnson, Frausto, Vargas, Thompson, Natalino, Cheatle, Vieyra, Spizzirri, Patoska, Rita, Ruthenberg, Stone, Ostling, Janko.

Nays: 0

Absent: 0

Abstain: 0

There being Fourteen (14) affirmative Votes, the Mayor declared the motion carried.

Ald. Patoska stated that the Committee discussed contracts for Allied Waste, for the Fire Department and the 911 Telecommunicators Union Contracts along with the new hire in the Finance Department.

**Judiciary Committee – Ald. Vargas, Chairman**

No Report.

Next meeting – Tuesday, February 7, 2012, 6:00 pm – East Annex.

**Public Health & Safety Committee – Ald. Ostling, Chairman**

**Fire Department Report for November 2011 –**

Total emergency medical service – 181, 165 patients treated, 142 patients transported, 38 patients refused transport, 144 emergency responses, 37 non emergency responses, 99.7 total time in service, 270 man hours in service, 112 day response and 95 night response. Grand total both Fire & EMS is 280.

**Medical Reimbursement Service –**

Collected for November - \$37,797.97.  
Processing Fee - \$3,590.81.

**Fire Department Report for December 2011 –**

Total emergency medical service – 208, 194 patients treated, 162 patients transported, 44 refused transport, 162 emergency responses, 46 non-emergency responses, 119 total time in service, 330 man-hours in service, 117-day response and 91 night responses. Grand total both Fire & EMS – 299.

**Medical Reimbursement Service –**

Collected for December - \$24,980.99.  
Processing Fee - \$2,373.19.

Total Collection for 2011 - \$347,638.56.  
Total Processing Fee for 2011 - \$33,530.65.  
Emergency Medical Responses for 2011 – 2,373.  
Patients Treated in 2011 – 2,102.  
Patients Transported in 2011 – 1,825.  
Total Time in Service – 1,346.  
Man Hours in Service – 3,294.

**Police Department Report for November – 2011**

Parking citations – 933, 559 moving citations, 1,933 miles patrolled, 2,117 calls answered and 379 traffic stops.

Total fees & fines collected in November - \$50,408.87.

**Detective Division Cases Assigned –**

Aggravated battery – 1, 1 battery, 5 burglaries, 6 burglaries residential, 2 death investigation, 6 larcenies, 2 missing persons, 1 narcotics investigation, 3 property damage, 8 robberies, 3 sex offenses and 1 weapons offense.

Total cases in November – 39.

Narcotics searches warrant executed in November resulting in the recovery of cannabis & drug paraphernalia.

Corporal Rzab & I South Suburban Crime Task Force assisted Chicago Heights in a homicide.

3 new Police vehicles should be on the street in March.  
The cost is \$92,644.00; money is from Federal Asset Forfeiture Fund.

Blue Island conducted a tobacco enforcement operation on November 30<sup>th</sup> & December 1<sup>st</sup>. 18 establishments currently licensed to sell tobacco products, none sold to minors.

Step campaign (sustained traffic enforcement campaign)  
November 14<sup>th</sup> & 27<sup>th</sup>.

Officers issued 121 citations, 99 for occupant restraint violations, 12 unlicensed drivers arrested, 1 narcotics arrest, 1 fugitive apprehended. This program is funded through a grant awarded the Department from the Department of US Transportation for \$24,180.80.

South Suburban Emergency Response Team is pleased to announce Swat Officer of the year 2011 is Thomas Padron. He was also awarded 2011 Sniper of the year 2011. Officer Erik Stahmer was awarded Trainer of the year 2011. Officer Stahmer was also promoted to tea leader. Thanks for the great job.

### **Police Department Report for December 2011 –**

Parking citations – 686, 453 moving citations, 17,850 miles patrolled, 2,140 calls answered and 249 traffic stops.

Fees & Fines collected in December - \$51,546,096.

### **Detective Division Cases Assigned for December –**

Aggravated battery – 3, 1 battery, 2 burglaries, 4 burglaries residential, 4 death investigation, 1 home invasion, 3 larcenies, 3 missing persons, 1 narcotics investigation, 1 property damage, 2 robberies, 1 sex offense and 1 weapons offense.

Total cases assigned for December – 27.

1-search warrant executed on a vehicle received during a home invasion investigation.

Detective Sepessy & South Suburban Major Crimes Task Force assisted Markham Police with a homicide investigation.

Corporal Rzab & South Suburb Major Crimes Task Force assisted Riverdale with a homicide investigation.

Corporal Rzab has been promoted to North Team Supervisor with SSMCTF Congratulations to Detective Corporal Rzab and to all the Blue Island Police Department for their service.

Next meeting – Monday, February 20, 2012, 6:30 p.m. – Lower Level of the Police Department.

### **Municipal Services Committee – Ald. Janko, Chairman**

No Report.

Motion by Ald. Janko, second by Ald. Frausto to approve an Ordinance to be drafted for a handicapped sign for the resident at 2837 W. 140<sup>th</sup> Street.

Upon a vote, the Mayor declared the motion carried.

Next meeting – Tuesday, February 7, 2012 at 7:00 p.m. – East Annex.

Ald. Janko announced the Committee would have their annual updated report from Mr. Nagel, Robinson Engineer at the end of the month in February for completed and future projects.

### **Community Development – Ald. Stone, Chairman**

The first order of Business was Jim's Grocery at 2216 DesPlaines Street regarding concerns with the condition of the building. According the Mr. Reihl, the owner has complied with the issues.

Amal Zeizan, from the Corner Store at 12458 Maple Avenue attending regarding concerns with the hours being cut from 9 p.m. to 7 p.m. Mr. Reihl stated the repairs had been completed but were still waiting for certificates from a licensed plumber and electrician. A summons was sent to try to expedite the response.

Ald. Ostling stated she had heard from several residents in the area who are very happy with the 7 p.m. closing hours. There have been very little problems since these hours were

set. Ald. Stone also stated she had the same input from several of the residents.

Following discussion, including statements from the owner that the continued shortened hours were detrimental to their business, a motion was made by Ald. Ostling, second by Ald. Cheatle the closing hours remain 7 p.m. permanently. The motion carried.

The Bread and Bottle, 2213 W. 119<sup>th</sup> Street regarding the hours being shortened to 9 p.m. closing with a security guard on premises from noon to 5.

Mr. Tony Lee of 2800 Burr Oak stated he had talked to neighborhood and most were in favor of extending the hours. Ald. Cheatle made a motion to keep the hours at 9 p.m. permanently, seconded by Ald. Ostling. On the Question the owner stated he thought they deserved another chance to have their hours extended.

Ald. Thompson stated their business has been detrimental to the neighborhood until the hours were shortened and she was concerned that if the hours were extended the store would revert back to its old ways.

Mrs. Orocso of 11957 Longwood Drive also stated she was in favor of keeping the shortened hours, as things in the neighborhood have been so much better. Following discussion, upon a vote, the motion carried that the closing hours will be permanently set at 9 p.m.

Ms. Veronica Gomez of La Unica at 12824 Mozart appeared before the Committee. They were originally brought before the Committee due to the practice of selling single cigarettes and cooking in the basement. It was also noted that the awning had been taken down due to wind damage. Mr. Reihl stated the cooking has stopped, the cooking apparatus has been disconnected and plans have been submitted for the replacement awning. Ms. Gomez stated the sale of single cigarettes has ceased.

Adriana Romero of Salud Manos Lienas at 2002 Vermont Street – tabled to the next meeting due to the electrical inspection and parking issues.

Dr. Martin Lowery, D.D.S. at 13122 Western Avenue – approved a temporary license until all the information is received.

Motion by Ald. Stone, second by Ald. Vieyra to approve a permanent License for Dr. Martin Lowery, D.D.S.



On the Question: Ald. Janko asked if the inspections have been done.

Ald. Stone stated yes, all the inspections are all done.

The Mayor asked what building is he moving out of.

Ald. Stone stated he's moving out of the Maple Street Clinic.

The Mayor asked what building is he moving into.

Ald. Patoska stated in the building where the Dr. Ingles old building.

Upon a vote, the Mayor declared the motion carried.

Next two applications for the same address; John L's II, owner John Lattanzi and The Full Nelson, owner Jennifer Erfft-Brown and David Brown both for 12456 Western Avenue. Both businesses are for a tavern. Both tabled until owner of building decides who will get the lease.

Maricela Albor of DeBeaute Fleurs Studio at 13810 Seeley, a home business – approved.

The Committee sent a letter to Mr. Rodrigo Munoz of M & M Pallet, Inc. requesting the company appear at this meeting regarding concerns with the business. The concerns include the dangerous height of the pallets being stored outside. They were informed there needs to be an 8-foot wooden fence erected on the property, the parking lot and loading areas need to be black topped and landscaped. Chief Copp stated the piles could be no more than 8-feet high. Pictures show them to be so tall they are leaning, unstable and in danger of falling over. It is a real safety issue. Regarding the black top, the property owner, Simborg Development will be sent a letter from the Building Department requesting the area be black topped in a timely manner. A motion was made to reduce the pallets to 8-feet and come up with a plan for paving, fencing and landscaping.

Ms. Deisy M. Correa Santofimo of El Nogal International, Inc. at 12720 Western Avenue to conduct their business in the Blue Star Jewelry, an already existing business at the same location.

Motion by Ald. Stone, second by Ald. Patoska to approve and issue the license.

On the Question: Ald. Janko asked if there were enough points of egress for two businesses to operate and if there is a need to close down one of the business for violations how would that impact the liability of the City allow two businesses in one location.

The Mayor stated in the past if one business gets shut down for violations they both would be shut down.

Ald. Frausto asked if both businesses would operate under the same hours.

Ald. Stone stated yes.

Ald. Janko asked if both parties were aware of this.

Ald. Stone stated they do know, that it is stated in the agreement.

Ald. Frausto asked if there were any other businesses in Blue Island that have two businesses in one location.

Ald. Stone stated she didn't know but it has happened before and there is an ordinance that allows this.

Ayes: 8 Ald. Natalino, Cheatle, Spizzirri, Patoska, Rita, Ruthenberg, Stone and Mayor Peloquin.

Nays: 7 Ald. Johnson, Frausto, Vargas, Thompson, Vieyra, Ostling, Janko.

Absent: 0

Abstain: 0

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

Chief Copp reported that Enginequest at Vermont & California, that the clean up is on going but he has not been to the business to see if the fire lane is opened up. He will inspect the property and let the Committee know. As soon as the information is complete Ald. Stone will contact them and let their Attorneys know.

Rita Pacyga informed the Committee a out various upcoming youth and senior events:

January 22<sup>nd</sup> – Prom Expo

October – DDE Halloween Halls of Terror.

Seniors:

October 24<sup>th</sup> – pumpkin painting

December 3<sup>rd</sup> – Christmas Luncheon

Health Fair – date to be determined

Special Events:

June 8th thru August 10<sup>th</sup> – TGIF Picnics

October 27<sup>th</sup> – pumpkin lighting ceremony & Scarecrow judging

December 1<sup>st</sup> – Christmas Light Parade

Working with Mary Poulsen & Mike Janko on Drive the Dixie in June.

El Centenario Restaurant at Vermont & Division and JEM Productions at 12952 Western Avenue failed to appear.

Next Meeting – Tuesday, February 17, 2012, 6:30 p.m. – East Annex.

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

Deputy Chief Luety congratulated Chief Copp for his service in the Fire Department and he had the pleasure with working with him for the past 26 years starting when he became Fire Fighter till Fire Chief. Deputy Chief Luety wished both Chief Copp and his wife Donna all the best.

**ADJOURNMENT**

Motion by Ald. Janko, second by Ald. Spizzirri to adjourn.

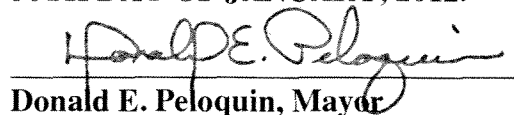
Upon a vote, the Mayor declared the motion carried.

The next regular meeting of the City Council is scheduled for February 14, 2012 at 7:00 p.m.



**Pam Frasor, City Clerk**

**APPROVED BY ME THIS  
30TH DAY OF JANUARY, 2012.**



**Donald E. Peloquin, Mayor**