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

**RESOLUTION
NUMBER 2023-012**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, AUTHORIZING THE CITY TO
OBTAIN GENERAL LIABILITY INSURANCE FOR CITY
PARKING LOTS THROUGH AVONDALE INSURANCE
ASSOCIATES, INC.**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

RESOLUTION NUMBER 2023- 012

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, AUTHORIZING THE CITY TO OBTAIN GENERAL
LIABILITY INSURANCE FOR CITY PARKING LOTS THROUGH AVONDALE
INSURANCE ASSOCIATES, INC.**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, the Mayor and Aldermen of the City, in consultation with Alliant Insurance Services, find that securing an insurance policy through Avondale Insurance Associates, whose proposal is attached hereto and incorporated herein as Exhibit A, is advisable and in the best interests of the health, safety and welfare of the residents of the City.

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

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Proposal for insurance coverage through Avondale Insurance Associates, Inc. attached hereto as **Exhibit A**, is hereby approved in substantially the same form presented.

Section 3. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Proposals to complete satisfaction of the

provisions, terms or conditions stated therein.

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this 9TH day of May, 2023, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON			X		
Alderman FAHRENWALD	X				
Alderman RITA					
Alderman MONTOYA			X		
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	5		2		

APPROVED by the Mayor on May 9, 2023

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

ATTESTED and Filed in my office this
9th day of MAY, 2023.

RAEANN CANELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AUTHORIZING THE CITY TO OBTAIN GENERAL LIABILITY INSURANCE FOR CITY PARKING LOTS THROUGH AVONDALE INSURANCE ASSOCIATES, INC.**

RESOLUTION NO. 2023-012 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **9TH of May, 2023**; that at said meeting **5** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **5** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **2** Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **9th** day of **May, 2023**.

CORPORATE SEAL



City Clerk

Exhibit A
Insurance Proposal

AVONDALE



Account Name: City of Blue Island
Policy Number: FXZ000535/2300

Avondale is presenting a binder for the coverages outlined on the attached Casualty Coverage Binder. Our binder is valid for 45 days from the date shown on the binder, before which time a policy will be issued by us and provided to you for distribution to the insured.

The terms of this binder and the policy and its endorsements supersede any specific requests that you may have provided and may also be subject to specific conditions as noted in the binder itself.

Please note that any request for changes between the BINDER and Binding correspondence must be submitted via a separate Policy Change Request.

Important: Avondale Insurance Associates, Inc. cannot bind coverage without receiving confirmation from a licensed broker.

Confidentiality Notice: The information contained in this communication, including attachments, is privileged and confidential. It is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.

If you have received this communication in error, please notify us by telephone immediately at (617) 531-5544 or e-mail at avondale@avondaleins.com. Thank you.

AVONDALE INSURANCE ASSOCIATES, INC.

CASUALTY COVERAGE BINDER

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Effective Date: April 29, 2023

APPLICANT INFORMATION

NAME: City of Blue Island
AVONDALE POLICY #: FXZ000535/2300
MAILING ADDRESS: 13051 Greenwood Ave.
Blue Island, IL 60406

PROGRAM PARAMETERS

POLICY PERIOD: April 29, 2023 to April 29, 2024

INSURANCE COMPANY: United Specialty Insurance Company
A.M. Best Rating: A (Excellent) IX

COVERAGE FORM: CG 00 01 General Liability Coverage - Occurrence Form

PROGRAM STRUCTURE: General Liability \$5,000 Deductible Per Occurrence - Including Loss
Adjustment Expense

DEFENSE BASIS: General Liability In Addition to Limits of Liability

LIMITS OF LIABILITY: **General Liability**
\$1,000,000 Bodily Injury & Property Damage Limit - Each Occurrence
\$50,000 Damage To Premises Rented To You Limit - Any One
Premises
\$Excluded Medical Expense Limit - Any One Person
\$1,000,000 Personal Injury & Advertising Injury Limit
\$2,000,000 General Aggregate Limit
\$2,000,000 Products/Completed Operations Aggregate Limit

AVONDALE INSURANCE ASSOCIATES, INC.

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PREMIUM

CURRENCY:	US Dollars
POLICY PREMIUM:	\$25,000
TERRORISM CHARGE:	\$750
TOTAL DEPOSIT PREMIUM:	\$25,750
POLICY FEE:	\$400
MINIMUM RETAINED PREMIUM:	25%
MINIMUM RETAINED AUDIT PREMIUM:	100%

PREMIUM CALCULATION

The premium indicated on this proposal is an estimate policy premium. The final policy earned premium will be calculated at audit based on the following classifications and rates:

Audit Basis: N/A

Code	Description	Rate	Exposure	Exposure Basis
46622	Parking - Private	Flat	99,193	square feet

AVONDALE INSURANCE ASSOCIATES, INC.

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"ACKNOWLEDGEMENT OF PREMIUM FINANCING"

Avondale Insurance Associates, Inc. ("Avondale"), for and on behalf of itself and certain Underwriters at Lloyd's and/or the participating Carriers ("Underwriters"), provides the following acknowledgement should the broker or agent of the Insured enter into a contract between the Finance Company and the Named Insured and the Agent to finance the premium of this Account.

Neither Avondale nor Underwriters will make the notification part of the policy (by endorsement or otherwise), nor be bound by any terms or conditions of the notification exact as follows.

- (i) The Agent and the Broker Company are not employees of Avondale and any contract entered between themselves or the Finance Company does not mean that Avondale or Underwriters have entered or are a part of.
- (ii) Upon receipt by Avondale of a notice of cancellation from the Finance Company on behalf of the Named Insured, Underwriters will recognize cancellation of the policy. Such cancellation shall become effective in accordance with the terms of the policy and the requirements of any applicable law and Avondale has issued legal Cancellation Notice to the Named Insured, Finance Company and any mortgagees, loss payees or entities to which Notification of Cancellation has been granted.
- (iii) Reinstating a policy is at the sole discretion of Avondale and Underwriters.
- (iv) Underwriters will make payment of any return premium, due in accordance with the terms of the policy, to Avondale. Upon receipt of any such return premium, Avondale acknowledges that it will pay the return premium, due in accordance with the terms of the policy, to the Broker. The Broker Company is solely responsible for paying that return premium (including the broker's return commission) to the Finance Company.
- (v) The gross unearned premium for non-auditable policies will be calculated as per the pro rata basis subject to the policy minimum earned premium endorsement which states the percentage shown above.
- (vi) The gross unearned premium for auditable policies will be subject to audit and any return or additional premium will be processed within 90 days of the cancellation's processing date subject to the policy minimum earned premium endorsement which states the percentage shown above.

AVONDALE INSURANCE ASSOCIATES, INC.**CASUALTY COVERAGE BINDER**

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COVERAGES & FORMS

Form Title	Form Number	Version
Fraud - Advisory Notice to Policyholders	CAS 90 77	07 17
THIS POLICY CONTAINS A DEDUCTIBLE - Advisory Notice to Policyholders	CAS 90 90	07 18
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	IL P 001	01 04
Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material or Information Advisory Notice to Policyholders	CG P 005	03 05
Communicable Disease Exclusion Endorsement Advisory Notice to Policyholders	CG P 013	05 09
General Liability Unmanned Aircraft Endorsements Advisory Notice to Policyholders	CG P 017	06 15
Policy Jacket	CAS 90 80 JKT	07 17
Common Policy Declarations	CAS 90 80 - DEC	07 17
Commercial General Liability Declarations	CG DS 01	10 01
Schedule Of Applicable Forms	CAS 00 01	07 17
Agent Designation Endorsement	CAS 90 52	07 17
SNC US Privacy Notice	CAS 90 61	04 20
Participation Endorsement	CAS 90 81	01 20
State National - Service of Suit Clause	CAS 90 83	08 21
Calculation Of Premium	IL 00 03	09 08
Common Policy Conditions	IL 00 17	11 98
Nuclear Energy Liability Exclusion	IL 00 21	09 08
USIC Signature Page	SN-CAS 001	09 20
Trade or Economic Sanctions	CAS 90 54	09 20
Sanction Limitation and Exclusion Clause	LMA 3100	
Radioactive Contamination Exclusion Clause - Liability - Direct (U.S.A)	NMA 1477	
Biological or Chemical Materials Exclusion	NMA 2962	
Commercial General Liability Coverage Part	CG 00 01	04 13
Covered Location	CAS 19 01	09 21
War Liability Exclusion	CG 00 62	12 02
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization Endorsement - Metra, Commuter Rail Division	CG 20 10	04 13
Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	CG 21 06	05 14
Exclusion - Unmanned Aircraft	CG 21 09	06 15
Exclusion - Designated Professional Services - all professional services	CG 21 16	04 13
Communicable Disease Exclusion	CG 21 32	05 09
Exclusion Coverage C Medical Payments	CG 21 35	10 01
Limitation Of Coverage To Designated Premises, Project or Operation - per schedule on file with the company	CG 21 44	04 17
Employment Related Practices Exclusion	CG 21 47	12 07
Exclusion Total Pollution	CG 21 49	09 99

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CASUALTY COVERAGE BINDER

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COVERAGE & FORMS

Form Title	Form Number	Version
Exclusion Financial Services Endorsement	CG 21 52	04 13
Fungi Or Bacteria Exclusion	CG 21 67	12 04
Exclusion Of Punitive Damages Relating To Certified Act Of Terrorism Endorsement	CG 21 76	01 15
Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism	CG 21 91	01 06
Silica Or Silica-Related Dust Exclusion Endorsement	CG 21 96	03 05
Waiver Of Transfer Of Rights Of Recovery Against Others To Us - where required by written contract	CG 24 04	05 09
Amendment Of Insured Contract Definition Endorsement	CG 24 26	04 13
Policyholder's Guide To Reporting A Casualty Claim	CAS 00 02	08 22
Minimum Retained Premium	CAS 00 09	07 17
Duties In The Event Of Occurrence Offense Claim or Suit	CAS 00 14	01 23
Non-Duplication Of Limits Of Insurance Endorsement	CAS 03 04	07 17
Deductible Liability Endorsement - Including Expenses (Per Occurrence) - CGL	CAS 10 01	07 17
Subcontractor Special Conditions Including Deductible - 25,000 deductible	CAS 10 05	07 18
Exclusion - Asbestos	CAS 11 01	09 21
Exclusion - Total Lead	CAS 11 02	07 17
Exclusion - Continuous, Progressive Or Repeated Offenses	CAS 12 46	07 17
Exclusion - Construction Activities	CAS 12 47	07 17
Exclusions - Cross Suits (Named Insureds)	CAS 12 49	07 17
Exclusion - Discrimination	CAS 12 65	07 17
Exclusion - Punitive Damages	CAS 14 66	07 17
Exclusion - PFAS and Related Chemicals	CAS 14 67	11 22
Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States Endorsement	CG 21 75	01 15
U.S. Terrorism Risk Insurance Act of 2002 as amended - New & Renewal Business Endorsement	HGS 5389	09/01/21

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CONDITIONS

This binder is subject to the following conditions.

Failure to comply may result in cancellation of coverage. Please read them carefully.

- Insured is responsible for paying surplus lines tax, etc.
- Only those coverage forms and endorsements outlined above apply.
- This confirms the insured's choice to purchase terrorism coverage as outlined on terrorism form Avondale TRIA 001.
- Certificates of Insurance are to be obtained from all contractors, subcontractors, suppliers and manufacturers with limits equal to the insured.
- 5 years recently valued insurance company loss runs
- Insured will agree to grant access into and onto any scheduled location for a casualty inspection within 30 days of policy effective date or endorsement date. This inspection may include the use of cameras and/or drones to document property condition. Any failure to comply with inspection request, resultant recommendations or any hazard deemed to be unsatisfactory by us, may result in cancellation of coverage at our option.