

#### Office of the Mayor

p (708) 597 8602 f (708) 597 1221

#### **City Clerk**

p (708) 597 8603 f (708) 396 7062

#### **City Treasurer**

p (708) 396 7067 f (708) 597 1807

#### **Building & Zoning**

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

#### Community Development

p (708) 396 7037 f (708) 597 1221

#### Community Relations

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

#### **Senior Citizens**

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

#### **Finance**

p (708) 396 7067 f (708) 597 1807

#### Water & Sewer

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

#### **Public Works**

3153 Wireton Road Blue Island, IL 60406 p (708) 597 8604 f (708) 597 4260

#### **AGENDA REGULAR MEETING**

# City Council of the City of Blue Island, Illinois 13051 Greenwood Avenue 2434 Vermont Street

January 13, 2015 - 7:00 P.M.

City of Blue Island Blue Island, IL 60406 www.blueisland.org

- 1. Call to Order
- Pledge of Allegiance
- Roll Call
- 4. Presentation of Journal of Proceedings

Motion to approve minutes from December 9, 2014

- 5. Public Comment
- **Committee Reports** 
  - a. Community Development Committee
  - b. Finance Committee
    - 1. Motion for Approval of Payroll December 5, 2014 for \$353,511,28, December 19, 2014 for \$338,906.96 and January 2, 2015 for \$355,527.20
    - 2. Motion for Approval of Accounts Payable December 17, 2014 for \$251,721.11 and January 7, 2015 for \$351,751.79
    - 3. A Resolution Authorizing the Execution of an Agreement with Consultant for the Provision of Services Related to the Business District within Blue Island, County of Cook, Illinois.
  - c. Public Health and Safety
    - 1. An Ordinance Relating to Compliance with FEMA Recovery Policy and Approving Addendum to Mutual Aid Box Alarm System Agreement.
    - 2. An Ordinance Amending Ordinance Relating to the Establishment and Organization of the Emergency Services and Disaster Agency and Blue Island Emergency Management Agency for the City of Blue Island, Cook County, Illinois.
    - 3. An Ordinance Amending Ordinance No. 2013-253 Governing the Reorganization, Structure and Administration of the Police Department in the City of Blue Island, Cook County, Illinois.
  - d. Municipal Services Committee

#### e. Judiciary Committee

- 1. An Ordinance Restricting a Portion of a Street at or near 2253 119<sup>th</sup> Place 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 at 2441 Grove Street, in the City of Blue Island, County of Cook and State of Illinois

#### 7. Report of City Officials/Presentations/Resolutions

Mayor:

Bids:

City Clerk:

1. Motion to approve a request from the Blue Island Little

League to have their annual opening day parade on Saturday,

April 25, 2015 starting at 12:00 p.m.

City Treasurer: Monthly Treasurer's Report

City Attorney:

- 8. Aldermanic Announcements/Comments.
- 9. Motion to Retire to Closed Session for consideration of:
  - a. Discussion of Pending Litigation
- Motion to Reconvene Regular Session 10.
- 11. **Motion for Adjournment**

#### JOURNAL OF PROCEEDINGS OF THE MEETING DECEMBER 9, 2014

#### CALL TO ORDER

The regular meeting of the City Council of the City of Blue Island was called to order by Mayor Vargas at 7:00 p.m. on December 9, 2014.

#### PLEDGE OF ALLEGIANCE

ROLL CALL

Roll Call indicates the following:

Present:

12

Ald. Ostling, Pittman, Frausto, Thompson,

Johanson, Hawley, Vieyra, Berrini, Rita,

Donahue, Stone, Carr

Absent:

2

Ald. Johnson, Buckner

Present Also:

Randy Heuser, City Clerk

ShawnTe Raines, City Attorney

# JOURNAL OF PROCEEDING

Moved by Ald. Carr, second by Ald. Donahue the Journal of Proceedings of the Regular Meeting on November 25, 2014 is accepted with a correction on page six for payroll to reflect \$335,610.42.

Ayes:

12

Ostling, Pittman, Frausto, Thompson,

Johanson, Hawley, Vieyra, Berrini, Rita,

Donahue, Stone, Carr

Nays:

0

Absent:

2

Johnson, Buckner

Abstain:

0

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

# <u>CITIZENS WISHING TO ADDRESS THE COUNCIL REGARDING THIS EVENINGS BUSINESS</u>

Rachel Orozco, 11957 Longwood Drive, invited every one to the Black History Program that will be held on February 20, 2015 at 7:00 p.m. in the East Annex which will feature Maya Angelou.

Allan Stevo, 2324 Union Street, asked which alderman is resigning and if somebody had already been chosen.

The Mayor stated he would soon find out and that he had chosen.

Mr. Stevo asked the Mayor to take a more serious approach and spend more time in the city.

The Mayor said he would make a note of that.

Mr. Stevo asked why they are trying to pass the tax anticipation warrant.

The Mayor said it was needed and a comment would be made on it later.

Mr. Stevo expressed his concerns regarding the class 6(b) real estate tax incentives.

Rev. Reindhart, 2508 Walnut Street, thanked the Mayor, council, and residents who helped make the Annual Charitable Drive for Homeless Veterans the biggest success so far.

#### COMMITTEE REPORTS

# Community Development - Ald. Hawley, Chairman

Next Meeting – Monday, December 15, 2014, 7:00 – East Annex

# Finance Committee - Ald. Rita, Chairman

Moved by Ald. Rita, second by Ald. Johanson to approve Payroll for November 21, 2014 for \$338,616.88.

Ayes:

12

Ostling, Pittman, Frausto, Thompson,

Johanson, Hawley, Vieyra, Berrini, Rita,

Donahue, Stone, Carr

Nays:

0

Absent:

2

Johnson, Buckner

Abstain:

Λ

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

Moved by Ald. Rita, second by Ald. Hawley to approve Accounts Payable for December 3, 2014 for \$642,722.49.

Ayes:

12

Ostling, Pittman, Frausto, Thompson,

Johanson, Hawley, Vieyra, Berrini, Rita,

Donahue, Stone, Carr

Nays:

0

Absent:

2

Johnson, Buckner

Abstain:

0

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

Next Meeting - Tuesday, December 16, 2014, 7:30 - East Annex

#### Public Health & Safety Committee - Ald. Carr, Chairman

#### Public Health & Safety Committee Report for the Meeting of December 3<sup>rd</sup>, 2014

Present were Director John Rita, Deputy Police Chief Michael Cornell, Fire Chief James Klinker, 911 Supervisor Jim McGeever, Alderman Leticia Vieyra, Alderman James Johanson, and myself. Also present were Alderman Marcia Stone, Mr. Allan Stevo arrived late. Absent were Alderman Buckner, Alderman Johsnson, and Don Marchbanks, The meeting was called to order at 7:00.

#### Citizens Concerns

There were no citizens present at the start of the meeting.

#### Fire Department Report

The Fire Department had 290 calls in November, 192 were EMS calls

140 Patients were treated

125 Patients were transported

34 Patients refused transport

They responded to 21 general fire alarms, and 19 minor fire alarms.

They responded to 28 auto aid calls, most calls were from Calumet Park.

They had 27 calls to man the station.

They received 3 mutual aid response calls. All were ambulance calls.

Average response time was 5.17 minutes.

There were several small fires in November, none were significant. There was a garage fire, an space heater fire, and two cooking fires.

On October 30<sup>th</sup> paramedics Joseph Olson, Matt Stedman, and Joseph Guarascio responded to a "witnessed arrest" at York and Western and have received a letter of commendation from MetroSouth Medical Center.

On November 8<sup>th</sup> Firefighters Olson, Stedman, and Rauch responded to an Auto Aid Structure Fire in Alsip.

Medical Reimbursement Services for November was \$30,265.33

Fire Recovery collected \$1576.00 in the month of November.

False Fire Alarm Fees Collected: \$160.00

#### General

Probationary Firefighter William Hall started Monday November 3, 2014. Firefighter Hall completed his four weeks of days and has been placed on 2<sup>nd</sup> shift.

Probationary Firefighter Joseph Pinnick started Monday November 24, 2014. Firefighter Pinnick is currently completing his four weeks of day shifts. He will be assigned to 1<sup>st</sup> Shift effective December 22<sup>nd</sup>, 2014.

Jackie Mathis is retiring from the Fire Department.

This brings all shifts up to seven full time men. Firefighter Lichtenfeld is currently undergoing a duty disability pension process.

#### Maintenance

Ambulance 2162: Repaired Torque Converter and Flywheel repaired by Rizza.

Fuel Leak repaired by Rizza

Transmission Sensor repaired by Rizza. Total cost of repairs was

\$2702.07

Still needs water pump replaced by City mechanic.

Still needs AC repair.

Ambulance 2152:

Shoreline Receptacle replaced in house.

Engine 2103:

Needs a new Starter. Lt. Kunz is getting an estimate.

#### Training

The training division has completed 581 hours of training for the month of November.

No State Certification Tests were given this month.

#### Grants

Air Pack Grant update. Airpacks should be delivered within two weeks.

Small Equipment Grant Illinois OSFM – The Fire Department has applied for \$22,600 of new Personal Protective Equipment. No reply yet.

2014 AFG Grant – Application period is open through December 5<sup>th</sup>, 2014. We have applied for new ambulances.

# Mutual Aid Box Alarm System Agreement

Chief Klinker gave a short explanation of the MABAS Agreement Addendum. This was an update to keep us in compliance with Federal Law. A motion was made by Alderman Vieyra, second by Alderman Johanson. A voice vote was taken. The motion passed.

# Police Department Report

The Police Department answered 2025 calls including 363 business/premise checks, and 101 liquor establishment checks.

#### Stats/Cases of Interest

- 90 Alarm Calls (all unfounded)
- 3 Armed Robberies (1 unfounded)
- 1 Robbery
- 1 Burglary
- 12 Residential Burglaries (1 unfounded)
- 10 Shots Fired (7 unfounded)
- 99 Domestic Disputes
- 21 Foot Patrols in Residential Neighborhoods
- 311 Traffic and Investigative Stops

Total money collected for the month of November \$39,135.49

18,736 miles patrolled.

#### Calls of Interest

On 11/4/14 there was an armed robbery at the corner store at 2216 Des Plaines.

On 11/15/14 there was an armed robbery at Auto Zone at 12000 Western.

#### Liquor Establishment Calls

1 disturbance calls, 2 suspicious persons, 1 battery, and 2 fight calls were received in November on liquor establishments.

#### Training

November 10th eleven officers attended Traffic Stop/Use of Force Training

November 13th sixteen officers attended Traffic Stop/Use of Force Training

This training consisted of two sections:

- 1) Classroom review of use of force and traffic stop procedures.
- 2) Scenario based traffic stop training using live scenarios and simmunition rounds.

November 20th five part-time officers attended Parking Ticket/Local Ordinance Class

This class focused on parking and local ordinance enforcement, snow route enforcement, tow procedures and local court procedures.

#### Miscellaneous

The Community Policing Unit forwarded a list of "Heating Centers" to the Office of the Deputy Chief of Police.

# Community Policing Unit (CPU)

Several senior checks were conducted throughout the City. Assistance was given to a senior who was having heating problems.

CPU answered several calls by area grade schools regarding truancy, child abuse, and mob action.

CPU conducted "Lockdown Drills" at Whittier School, Paul Revere, Paul Revere Intermediate, and Greenwood School. The remaining schools will be checked in December.

#### Part Time Officer Ordinance

Deputy Chief Cornell gave an overview of the Amendment to the Part Time Officer Ordinance. This Amendment is necessary to put Blue Island in compliance with State Training Board and State Law. A motion for approval was made by Alderman Johanson, second by Alderman Vieyra. A voice vote was taken. Motion passed.

#### **Events**

December 6th will be the Fill a Cruiser food drive for Angel's Touch at Memorial Park

December 6th will also be the Christmas Light Parade.

December 31st will be Rock Around the Clock at Vermont and Western

#### 911 Center

The 911 Center received 12,105 calls in November.

Supervisor McGeever supplied a list of Code Red activations made this year.

There was a discussion of the accident involving a pedestrian at the train crossing at 127<sup>th</sup> and Winchester.

#### **BIEMA**

In the month of November, BIEMA logged a total of 349.5 hours. Highlights for the month of November include the Veteran's Day Parade, 2 mutual aid responses and a thorough assessment of equipment and facilities to determine what is needed for future operations.

#### Monthly Health and Sanitation Report

In the month of November 23 Health and Sanitation Inspections were done.

#### Aldermen's Concerns

None

Meeting was adjourned at 7:25 p.m.

Our next regular meeting will be January 7th at 7:00 pm in the East Annex.

Respectfully submitted, Candace Carr 4<sup>th</sup> Ward Alderman

Next Meeting - Wednesday, January 7, 2014, 7:00 - East Annex

Municipal Services Committee - Ald. Johanson, Chairman

No Report.

## Judiciary Committee - Ald. Ostling, Chairman

#### **ORDINANCE NO. 2014-061**

AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 2055 YORK STREET FOR HANDICAPPED PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

Moved by Ald. Ostling second by Ald. Vieyra to approve Ordinance No. 2014-061.

Ayes:

12

Ostling, Pittman, Frausto, Thompson,

Johanson, Hawley, Vieyra, Berrini, Rita,

Donahue, Stone, Carr

Nays:

- 0

Absent:

2

Johnson, Buckner

Abstain:

0

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

#### **ORDINANCE NO. 2014-060**

AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 2155 VERMONT STREET FOR HANDICAPPED PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

Moved by Ald. Ostling, second by Ald. Rita to approve Ordinance No. 2014-060.

Ayes:

12

Ostling, Pittman, Frausto, Thompson,

Johanson, Hawley, Vieyra, Berrini, Rita,

Donahue, Stone, Carr

Nays:

0

Absent:

2

Johnson, Buckner

Abstain:

0

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

Next Meeting – Tuesday, December 16, 2014, 6:00 – East Annex

# REPORT OF CITY OFFICIALS

MAYOR:

Moved by Ald. Pittman, second by Ald. Carr to cancel the second City Council Meeting in December.

Ayes:

12

Ostling, Pittman, Frausto, Thompson,

Johanson, Hawley, Vieyra, Berrini, Rita,

Donahue, Stone, Carr

Nays:

0

Absent:

2

Johnson, Buckner

Abstain:

0

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

Moved by Ald. Carr, second by Ald. Frausto to accept the Mayor's proclamation of December as National Drunk and Drugged Driving (3D) Prevention Month in Blue Island.

Ayes:

12

Ostling, Pittman, Frausto, Thompson,

Johanson, Hawley, Vieyra, Berrini, Rita,

Donahue, Stone, Carr

Nays:

0

Absent:

Johnson, Buckner

Abstain:

0 -

2

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

BIDS:

No bids.

CITY CLERK:

No business.

CITY TREASURER:

No business.

CITY ATTORNEY:

# 1. ORDINANCE NO. 2014-059

AN ORDINANCE AUTHORIZING ISSUANCE OF GENERAL CORPORATE PURPOSES TAX ANTICIPATION WARRANTS OF THE CITY OF BLUE ISLAND, ILLINOIS.

Motion by Ald. Hawley, second by Ald. Ostling to approve with a change to the maturity date to September 30, 2015.

Ayes:

12

Ostling, Pittman, Frausto, Thompson,

Johanson, Hawley, Vieyra, Berrini, Rita,

Donahue, Stone, Carr

Nays:

0

Absent:

2

Johnson, Buckner

Abstain:

0

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

#### 2. RESOLUTION NO. <u>2014-052</u>

A RESOLUTION AUTHORIZING TRANSFER OF FUNDS BETWEEN CERTAIN TIF DISTRICTS WITHIN THE CITY OF BLUE ISLAND.

# Motion by Ald. Frausto, second by Ald. Donahue to approve.

Ayes:

12

Ostling, Pittman, Frausto, Thompson,

Johanson, Hawley, Vieyra, Berrini, Rita,

Donahue, Stone, Carr

Nays:

0

Absent:

2

Johnson, Buckner

Abstain:

0

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

# 3. **RESOLUTION NO. 2014-053**

A RESOLUTION AUTHORIZING EXECUTION OF SUBSCRIPTION AND SERVICE AGREEMENT WITH ECIVIS RELATING TO GRANT RESEARCH AND MANAGEMENT.

# Motion by Ald. Stone, second by Ald. Vieyra to approve.

Ayes:

12

Ostling, Pittman, Frausto, Thompson,

Johanson, Hawley, Vieyra, Berrini, Rita,

Donahue, Stone, Carr

Nays:

0

Absent:

2.

Johnson, Buckner

Abstain:

. 0

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

#### 4. RESOLUTION NO. 2014-054

A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 6(b) REAL ESTATE TAX INCENTIVE FOR PROPERTY LOCATED AT 13827 HARRISON ST, BLUE ISLAND, ILLINOIS.

#### Motion by Ald. Ostling, second by Ald. Rita to approve.

Upon a vote, the Mayor declared the motion carried.

#### 5. RESOLUTION NO. <u>2014-055</u>

A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 6(b) REAL ESTATE TAX INCENTIVE FOR PROPERTY LOCATED AT 13033 S. CALIFORNIA AVENUE, BLUE ISLAND, ILLINOIS.

#### Motion by Ald. Ostling, second by Ald. Donahue to approve.

Upon a vote, the Mayor declared the motion carried.

#### 6. RESOLUTION NO. <u>2014-056</u>

A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 8 REAL ESTATE TAX INCENTIVE FOR PROPERTY LOCATED AT 2217-2219 W.  $135^{th}$  PLACE, BLUE ISLAND, ILLINOIS.

# Motion by Ald. Johanson, second by Ald. Ostling to approve.

Upon a vote, the Mayor declared the motion carried.

#### 7. **RESOLUTION NO. 2014-057**

A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 8 REAL ESTATE TAX INCENTIVE FOR PROPERTY LOCATED AT 2219 W. 135<sup>th</sup> Place, BLUE ISLAND, ILLINOIS.

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

Upon a vote, the Mayor declared the motion carried.

#### **MAYOR:**

Alderman Berrini announced her resignation as second ward alderman.

Moved by Ald. Johanson, second by Ald. Pittman to Declare Vacancy and accept resignation of an Alderman.

Ayes:

11

Ostling, Pittman, Frausto, Thompson,

Johanson, Hawley, Vieyra, Rita, Donahue,

Stone, Carr

Nays:

0

Absent:

2

Johnson, Buckner

Abstain:

0

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

Moved by Ald. Vieyra, second by Ald. Ostling for Consent and Approval of Appointment of Fred Bilotto for Second Ward Vacant Alderman Seat.

Ayes:

9

Ostling, Pittman, Frausto, Johanson, Hawley,

Vieyra, Rita, Donahue, Carr

Nays:

2

Thompson, Stone

Absent:

2

Johnson, Buckner

Abstain:

0

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

#### **ADJOURNMENT**

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

Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 7:51 p.m.

The next regular meeting of the City Council is scheduled for January 13, 2014 at 7:00 p.m.

Randy Heuser, City Clerk

APPROVED BY ME THIS 13<sup>TH</sup> DAY OF JANUARY, 2015.

Domingo F. Vargas, Mayor



# Business Development District 01/08/2015

#### I. Introduction and Purpose

City of Blue Island published a Request for Proposals (RFP) to solicit proposals to create a new business district. The proposed business district extends along Western Avenue from 119th Street to 135th Street and includes much of the Uptown and Transit Oriented Development (TOD) area along Vermont Street.

The purpose of the district is explore a local sales tax levy to fund needed improvements, such as streetscaping, façade grants, marketing and events, business retention and recruitment. Funds can only be used within the district boundaries. The proposed district was presented to the business community at the Mayor's Chamber Lunch.

#### II. Discussion/Highlights

Selection of recommended firm: Kathleen Field Orr & Assoc. KFO was the low bidder and the only response to include cost of legal description and a firm date for completion: March 13, 2015. Cost: \$22,000, to be paid in increments of \$8k, \$8k, and \$6k.

Timeline: IL Department of Revenue has two deadlines for creating districts, April 1 and October 1. Districts filed by April 1 being July 1, collect through December 31 and pay first quarter of following year.

#### ill. Conclusion and Recommendation

Recommendation to authorize Mayor to approve a contract with Kathleen Field Orr & Assoc.

Staff contact: Jason Berry, ACIP, Deputy Director of Community Development Email: jberry@cityofblueisland.org

# THE CITY OF BLUE ISLAND COOK COUNTY, ILLINOIS

# RESOLUTION NUMBER 2015-001

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CONSULTANT FOR THE PROVISION OF SERVICES RELATED TO THE BUSINESS DISTRICT WITHIN BLUE ISLAND, COUNTY OF COOK, ILLINOIS.

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

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

Aldermen

# **RESOLUTION NO. 2015-001**

# A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CONSULTANT FOR THE PROVISION OF SERVICES RELATED TO THE BUSINESS DISTRICT WITHIN BLUE ISLAND, COUNTY OF COOK, ILLINOIS

Whereas, the City sought professional services related to the preparation of a business district eligibility report with eligibility findings, preparation of the legally required business district plan, and assistance with the filing of the documents with the State of Illinois for the City of Blue Island's proposed Business Development District;

Whereas, a request for proposals (RFP) was published on October 31, 2014 in multiple mediums, including but not limited to the Blue Island city website, American Planning Association and other mediums, with six submissions resulting;

Whereas, Kathleen Field Orr & Associates was the lowest qualified bidder meeting the RFP specifications;

Whereas, the preparation of such documents requires specialized expertise and knowledge and retention of a professional possessing the same is in the best interests of the City;

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

# SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

#### **SECTION 2: AUTHORIZATION**

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

employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

## **SECTION 3: EFFECTIVE DATE**

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

ADOPTED this 13<sup>th</sup> day of January, 2015, pursuant to a roll call as follows:

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

APPROVED: this 13th day of January, 2015.

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

| <b>ATTESTED</b> and <b>Filed</b> in my office this 13th day of January, 2015. |
|---|
| CITY CLERK  |

# PROFESSIONAL SERVICE AGREEMENT (ADVISOR) CITY OF BLUE ISLAND

THIS AGREEMENT, by and among the City of Blue Island, Cook County, Illinois (the "City") and "Kathleen Field Orr and Associates" and "Welch Law, Ltd. (collectively, the "Contractor Team"), with the City and Contractor Team agreeing as follows

- A. Scope of Services: As provided in the proposal attached hereto.
- B. Project Completion:

The Project would be completed on or before March 13, 2015, to be filed by the April 1, 2015, deadline.

- C. Compensation: As provided in the proposal attached hereto.
- D. Ownership of Records and Documents / Confidential Information:

Contractor Team agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws. Contractor Team agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor Team further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor Team shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Freedom of Information Act (the "Acts") and shall maintain all records relating to this Agreement in compliance with said Acts (complying in all respects as if the Contractor Team was, in fact, the City).

# E. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the Circuit Court of Cook County, Cook County, Illinois.

# F. Independent Contractor:

Contractor Team shall have sole control over the manner and means of providing the work and services performed under this Agreement. The City's relationship to the Contractor Team under this Agreement shall be that of an independent contractor. Contractor Team will not be considered an employee of the City for any purpose. The parties agree that the Contractor Team is exclusively responsible for the determination of what work is required to complete the tasks outlined in the Proposal, attached hereto and for the means and methods of completing such work. The City's compensation to Contractor Team shall be limited to that described in the Proposal attached hereto and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor Team other than payment of the stated compensation. The Contractor Team shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

Contractor Team shall be responsible for determining its sequence of performance for required work. Contractor Team's work shall be evaluated by the City based upon the end result of such work. Contractor Team shall be responsible for any expenses incurred by Contractor Team in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City to any debt, contract or other agreement whatsoever.

The Contractor Team acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

#### G. Certifications:

Contractor Team represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation.

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor Team is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Authorized in Illinois: The Contractor Team certifies that it is authorized to lawfully transact business and perform the services contemplated herein in the State of Illinois, under all applicable Illinois laws and regulations.

General Compliance and Certification: The Contractor Team certifies that it has and will comply with all other laws, regulations, ordinances or restrictions applicable to any component of the contracting process, this Agreement, or any services or materials provided in connection therewith.

#### H. Insurance and Licensure:

The Contractor Team agrees and warrants that it has procured all licenses or other official permissions required by any applicable law to perform the services contemplated herein. All such insurance and licensure shall be provided at the Contractor Team's sole expense. Contractor Team also warrants that it has complete ownership of or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

All drawings, specifications, reports and any other project documents prepared by the Contractor Team in connection with any or all of the services to be furnished hereunder shall be delivered to the City for the expressed use of the City. The Contractor Team shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered.

#### I. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Proposal. Except for those terms included on the Proposal, no additional terms are included as a part of this Agreement. All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City may, at any time by written order, require the Contractor Team to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor Team shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor Team identifies any costs associated with the suspension of services, such costs shall be paid by the City.

#### J. Notices:

All notices required to be given under the terms of this Agreement shall be given by US mail, postage prepaid, or by e-mail, addressed to the parties as follows:

#### For the City:

Mayor Domingo F. Vargas City of Blue Island 13051 Greenwood Avenue Blue Island, Illinois 60406

#### For the Contractor Team:

Kathleen Field Orr Kathleen Field Orr & Associates 53 West Jackson Blvd., Suite 964 Chicago, Illinois 60604 kfo@kfoassoc.com

Matthew M. Welch Welch Law Ltd. 11952 South Harlem Avenue Suite 200A Palos Heights, Illinois 60463 matthew.m.welch@gmail.com

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

#### K. Conflicts:

Contractor Team may continue to represent or undertake to represent existing or new clients in those matters that are not substantially related to Contractor Team's work for the City, even if the interests of such clients in those matters are directly adverse to City. Contractor Team agrees however that the City's prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of Contractor Team's representation of the City, Contractor Team has obtained sensitive proprietary or other confidential information of a non-public nature that, if known to any such other client of Contractor Team, could be used in any such other matter by such client to the material disadvantage of the City. Contractor Team and the City covenant to work in good faith to identify any current or prospective conflicts, and to negotiate in good faith to resolve or waive such conflicts, or to limit or terminate services under this Agreement so as to avoid such conflicts.

| Agreed to this      | day of, 2015.      |
|---------------------|--------------------|
| City of Blue Island | Contractor Team    |
| Mayor               | Kathleen Field Orr |
| City Clerk          | Matthew M. Welch   |

#### PROPOSAL FOR PREPARATION OF A BUSINESS DISTRICT DEVELOPMENT ELIGIBILITY STUDY AND BUSINESS DISTRICT DEVELOPMENT PLAN FOR THE CITY OF BLUE ISLAND, ILLINOIS

#### Introduction

The City of Blue Island seeks to create a Business Development District in a commercial district pursuant to the *Illinois Business District Development and Redevelopment Law* (65 ILCS 5/11-74.3-1 et seq.) (the "Business District Act"). The firm of Kathleen Field Orr & Associates ("KFO") and Welch Law, Ltd. ("Welch Law"), municipal legal counselors, collectively referred to as the "Consultant Team" proposes to serve the City of Blue Island with the preparation of a business district eligibility report, documentation of eligibility findings, preparation of the legally required business district plan, participation in the public hearing and review process, and assistance with the filing of the documents with the State of Illinois for the City of Blue Island's proposed Business Development District.

#### Scope of Services

The Consultant Team is prepared to provide the following services listed below for the development, qualification and adoption of the proposed Business Development District:

- A. The Initial Task shall include working with the City to finalize the boundaries of the proposed Business Development District, conduct field surveys and data analysis, establish eligibility and document findings.
  - Review the project area to ascertain whether it qualifies under the criteria of the Business District Act.
  - Confirm parcel identification numbers (PINs) and addresses to be included in the Business Development District.
  - Review each parcel according to the criteria set forth in the Business District Act for eligibility.
  - Review the evidence criteria and determine if the proposed project area is a "blighted area" as defined in the Business District Act.
  - Prepare documentation of findings of eligibility according to the Business District Act.
- B. After determination of eligibility of a Business Development District, a Business District Plan is developed and a document for review and adoption by the City Council is prepared. The Business District Plan is required to be available for review at a public hearing and is intended to serve as the basis of the ordinance establishing the Business Development District and any Business Development District sales or hotel/motel taxes. The specific tasks include:
  - Preparation of a Business Development District Plan document according to the Business Development District Act.
  - Preparation of a general description of the Business Development District boundaries and a map.

- Preparation of a general description of any project proposed to be undertaken within the Business Development District.
- Preparation of the estimated Business Development District project costs and anticipated sources of funds to pay business district project costs.
- Preparation of the comparison of the Business Development District to the City's Comprehensive Plan
- Determination of the rate of any tax to be imposed in the Business Development District and the period of time for which the tax shall be imposed.
- C. The Business District Act outlines a specific adoption process, which includes a required public hearing and concludes with the City Council's adoption of an ordinance making certain findings based upon the eligibility report and designating the district.

For this final phase, the Consultant Team shall:

- Draft the ordinance designating the Business Development District.
- Draft the public notices as required by the Business District Act.
- Attend and make a presentation at the public hearing held by the City Council.
- Prepare amendments to the Business District Plan, if required, as a result of the public participation process and agreed to by the City.
- Upon approval by the City Council, assist the City in submitting all forms and data based on information in the report to the Illinois Department of Revenue.
- D. The Project would be completed on or before March 13, 2015, in order to be filed with the Illinois Department of Revenue on or before April 1, 2015.
- E. In addition to the foregoing, the Consulting Team is also prepared to participate in the following:
- A project initiation meeting with representatives of the City to coordinate various steps.
- A meeting with the City to review findings and a draft of the development plan.

#### Costs:

The Scope of Services hereinabove set forth shall be provided for: \$22,000.00 payable as follows:

- \$8,000.00 upon submittal of the eligibility report and plan.
- \$8,000.00 upon adoption of an ordinance designating the district.
- \$6,000.00 upon acceptance of filing of ordinance with the Illinois Department of Revenue.

This cost includes preparation of the Legal Description of the real estate to be included in the Business Development District; but does not include the cost of newspaper publication or the drafting or negotiating of any development or redevelopment agreement.

This proposal is respectfully submitted by authorized representatives of Kathleen Field Orr & Associates and Welch Law, Ltd.

Kathleen Field Orr Kathleen Field Orr & Associates

Matthew M. Welch Welch Law, Ltd.



# Mutual Aid Box Alarm Agreement Ordinance

#### I. Introduction/Purpose

The purpose of this ordinance is to comply with FEMA Recovery Policy (FRP 9523.6)

This includes eligibility of MABAS – Illinois resources and capabilities for Federal Declaration of Disaster reimbursements under the Stafford Act.

#### II. Discussion/Highlights

The intent of this is to establish a guideline for recouping and making whole communities who provide MABAS mutual aid events at events which might be prolonged in nature (8 hours or more).

#### III. Conclusion/Recommendation

It is recommended that this ordinance be approved.

# THE CITY OF BLUE ISLAND COOK COUNTY, ILLINOIS

# ORDINANCE NUMBER 2015-001

# AN ORDINANCE RELATING TO COMPLIANCE WITH FEMA RECOVERY POLICY AND APPROVING ADDENDUM TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT.

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

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

Aldermen

# **ORDINANCE NO. 2015-001**

## AN ORDINANCE RELATING TO COMPLIANCE WITH FEMA RECOVERY POLICY AND APPROVING ADDENDUM TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT

WHEREAS, the Constitution of the State of Illinois, 19701 Article VII, Section 10, and the laws of the State of authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., and the laws of the State of Illinois provide that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act" 5 ILCS 220/5, and the laws of the State of Illinois provide that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by taw to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Illinois Intergovernmental Cooperation Act and the laws of the State of Illinois; and,

WHEREAS, the Federal Emergency Management Agency has promulgated policies governing the eligibility of costs under the Public Assistance Program and the Fire Management Assistance Grant Program incurred through mutual aid agreements between local units of government and has published the same in FEMA Recovery Policy NO. RP9523.6;

WHEREAS, the Mayor and the Council of City of Blue Island have determined that it is in the best interests of the City and its residents to enter into an Addendum to the Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW THEREFORE BE IT ORDAINED** by the Mayor and City Council of Blue Island as follows:

That the Mayor or designee and City Clerk be and are hereby authorized and directed to execute an addendum to the mutual aid box alarm system agreement attached as Exhibit A and the terms of which are incorporated herein.

ADOPTED this 13<sup>th</sup> day of January, 2015, pursuant to a roll call as follows:

|                         | YES | NO       | ABSENT | PRESENT | ABSTAIN  |
|-------------------------|-----|----------|--------|---------|----------|
| Alderman BUCKNER        |     |          |        |         |          |
| Alderman HAWLEY         |     |          |        |         | <u> </u> |
| Alderman VIEYRA         |     |          |        |         |          |
| Alderman BILOTTO        |     |          |        |         | <u> </u> |
| Alderman RITA           |     |          | ,,     |         |          |
| Alderman DONAHUE        |     | <u>-</u> |        |         |          |
| Alderman STONE          |     |          |        |         |          |
| Alderman CARR           |     |          |        |         |          |
| Alderman OSTLING        |     |          |        |         |          |
| Alderman PITTMAN        |     |          |        |         |          |
| Alderman JOHNSON        |     |          |        |         |          |
| Alderman FRAUSTO        |     |          |        |         |          |
| Alderman THOMPSON       |     |          |        |         |          |
| Alderman JOHANSON       |     |          |        |         |          |
|                         |     |          |        |         |          |
| Mayor DOMINGO F. VARGAS |     |          |        |         |          |
|                         |     | <u> </u> |        |         |          |
| TOTAL                   |     |          |        |         |          |

**APPROVED:** this 13<sup>th</sup> day of January, 2015.

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

| <b>ATTESTED</b> and <b>Filed</b> in my office to 13 <sup>th</sup> day of January, 2015. | his |
|---|-----|
| CITY CLERK  |     |
| <b>PUBLISHED</b> in pamphlet form this 13 <sup>th</sup> day of January, 2015.           |     |
| CITY CI FDK   |     |

#### CITY CLERK'S CERTIFICATE

I, Randy Heuser, the duly qualified and acting Clerk of the City of Blue Island, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

#### AN ORDINANCE RELATING TO COMPLIANCE WITH FEMA RECOVERY POLICY AND APPROVING ADDENDUM TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT

which Ordinance was duty adopted by said Council at the meeting held on January 13, 2015.

I do further certify that a quorum of said Council was present at said meeting, and that the Council complied with all the requirements of the State of Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this 13<sup>th</sup> day of January, 2015.

| City Clerk |  |
|------------|--|

# MUTUAL AID BOX ALARM SYSTEM FIRST ADDENDUM TO MABAS MASTER AGREEMENT

This First Addendum to the Mutual Aid Box Alarm System ("MABAS") Master Agreement in the State of Illinois, last amended prior to 2000, is meant to incorporate in its entirety the terms included within the Master Agreement except as specifically changed herein. In the event there is a conflict between the terms and conditions of the Master Agreement and this Addendum, this Addendum shall be controlling.

As the cost of lending mutual aid support has increased in recent times, communities have determined it necessary to agree in advance on cost reimbursement issues prior to the occurrence of an actual emergency. Mutual aid agreements such as the MABAS Master Agreement have served as the foundation for navigating cost issues and engaging in these agreements prior to the emergency avoid post-emergency concerns on cost reimbursement.

#### **SECTION FIVE-** Compensation for Aid is amended to read as follows:

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day-to-day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

- 1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
- 2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.

- 3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA/OSFM rate schedules, a market rate for reimbursement shall be established.
- 4. <u>In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.</u>
- 5. Aiding Units must invoice the Stricken Unit within thirty (30) days after the completion of the emergency; Once thirty (30) days pass, the aid shall be considered to be a donation of service.
- 6. <u>Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.</u>

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

The Signatory below certifies that this First Addendum to the MABAS Master Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

|                            | ATTEST:    |  |
|----------------------------|------------|--|
| Mayor, City of Blue Island | City Clerk |  |
| Date:                      |            |  |
| MABAS DIVISION:            |            |  |

#### MABAS Contract Addendum July, 2014

#### A) Required Actions - Goal

- MABAS Contract Addendum Requires
  - Each Department/District approval actions
  - Approval and signing of Contract Addendum
  - Approval and signing of Ordinance Secretary/Clerks Certificate
- Copies of above to MABAS Division and MABAS Branch Chief
- Target completion date January 1, 2015

#### B) Purpose - Policy Compliance

- Secure policy compliance assuring MABAS eligibility of Federal fund reimbursements for Declarations of Disaster responses
- Policy implication: FEMA Recovery Policy (RP9523.6) reference Mutual Aid Agreements for Public Assistance and Fire Management Assistance

#### C) Intent - Establish Guidelines

- Intent to establish a guideline for recouping and making financially whole communities who
  provide mutual aid for a prolonged period of time, eight (8) hours or more to a stricken
  community therefore complying with noted FEMA Policy
- The intent is <u>NOT</u> to begin charging for mutual aid MABAS services on a daily basis.

#### D) Policy Disconnect – FEMA RP9523.6

- Policy considers mutual aid assistance without an assigned cost "volunteer work" and is therefore non-reimbursable as no real compensation is assigned.
- Reimbursable value has a monetary cost to the supplier above their normal expenses backfill
  and overtime to maintain local levels of service caused by mutual aid assistance
- Reimbursement may be claimed if assistance exceeds eight (8) hours or may be waived
- Stafford Act Applicable Federal law

#### E) Failure to Execute Addendum and Ordinance

- Failure of a District or Departments Board of Trustees to approve, sign and forward executed documents may;
  - Prevent the agency from being eligible for mobilization and deployment reimbursements
  - Prevent agencies from being allowed to participate in mobilizations and deployments
  - Create a situation where inequities will exist between mutual aid member agencies



# **RECOVERY POLICY**

- I. TITLE: Mutual Aid Agreements for Public Assistance and Fire Management Assistance
- II. DATE OF ISSUANCE: November 10, 2012
- III. PURPOSE: This policy specifies criteria by which the Federal Emergency Management Agency (FEMA) will recognize the eligibility of costs under the Public Assistance Program and the Fire Management Assistance Grant (FMAG) Program incurred through mutual aid agreements between applicants and other entities.
- IV. SCOPE AND EXTERNAL AUDIENCE: This policy applies to all emergencies and major disasters declared on or after October 27, 2012. It will continue in effect until three years after its date of issuance. If rescinded or superseded, this policy will continue to apply to all emergencies and major disasters declared between the date in Paragraph II and the date it is rescinded or superseded. The policy is intended for all personnel involved in the administration of the Public Assistance Program.
- V. AUTHORITY: This policy applies to emergency and permanent work authorized under Sections 403, 406, 407, 420, and 502, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5121-5206, and the implementing regulations of Title 44 Code of Federal Regulations (44 CFR) §204 and §206.

#### VI. OBJECTIVES:

- A. The objective of this policy is to reimburse eligible applicants for work performed by other entities through mutual aid agreements. Eligible expenses must be directly related to a Presidentially-declared major disaster, emergency or fire; incurred in the performance of eligible work; and reasonable. Reimbursement will be at the Federal cost share rate established in the Presidential declaration, which is generally 75 percent.
- B. There are three types of mutual aid work eligible for FEMA assistance (subject to the eligibility requirements of the respective PA and FMAG programs):
  - Emergency Work Mutual aid work provided in the performance of emergency work necessary to meet immediate threats to life, public safety, and improved property, including firefighting activities under the FMAG program;



# **RECOVERY POLICY**

- Permanent Work Work that is of a permanent nature but is necessary for the emergency restoration of utilities (Category F). For example, work performed to restore electrical and other power.
- Grant Management Work For PA only, work associated with the performance of the Grantee's responsibilities as the grant administrator, as outlined in 44 CFR \$206.202(b). Use of EMAC-provided assistance to perform these tasks is eligible mutual aid work.
- C. This policy is applicable to all forms of mutual aid assistance, including agreements between Requesting and Providing Entities, statewide mutual aid agreements, and the mutual aid services provided under the EMAC. (See Paragraph VIII below for definition of italicized terms).
- D. FEMA encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.

#### VII. DEFINITIONS:

- Backfill. Replacement personnel who perform the regular duties of other personnel while they are performing eligible work under the PA or FMAG programs.
- 2. Declared Emergency or Major Disaster. An emergency or major disaster as defined at 44 CFR \$206.2 (a)(9) and (17) respectively.
- Declared Fire. An uncontrolled fire or fire complex, threatening such destruction as
  would constitute a major disaster for which the Regional Administrator has approved a
  declaration in accordance with the criteria listed in 44 CFR § 204.21.
- 4. Emergency Management Assistance Compact (EMAC). This type of interstate mutual aid agreement allows states to assist one another in responding to all kinds of natural and man-made disasters. It is administered by the National Emergency Management Association (NEMA).
- 5. Incident Commander. The ranking official responsible for overseeing the management of emergency or fire operations, planning, logistics, and finances of the field response.
- Providing Entity. The entity providing mutual aid assistance to a Requesting Entity pursuant to a local or statewide mutual aid agreement.



# **RECOVERY POLICY**

- 7. Requesting Entity. An entity (PA eligible applicant) that requests mutual aid assistance from a Providing Entity for work resulting from a declared fire, emergency or major disaster within its legal jurisdiction. The requesting entity is eligible to receive FEMA assistance for the eligible mutual aid activities from the providing entities.
- Intra-state Mutual Aid. Mutual Aid that supports local and regional mutual aid efforts
  within a State as well as regional mutual aid agreements and compacts involving local
  jurisdictions that cross State boundaries, or are adjacent to neighboring State (i.e.,
  Kansas City, Kansas/Kansas City, Missouri, etc.).
- Inter-state Mutual Aid. Mutual Aid that supports national mutual aid efforts requested directly between two or more States or territories through established Multi-agency Coordination Systems as directed by approved mutual aid agreements or compacts (i.e., EMAC), etc.

#### VIII. POLICY:

#### A. General.

- To be eligible for reimbursement by FEMA, the mutual aid assistance should be requested by a Requesting Entity or Incident Commander; be directly related to a Presidentially-declared emergency or major disaster, or a declared fire; used in the performance of eligible work; and the costs must be reasonable.
- 2. FEMA will not reimburse costs incurred by entities that "self-deploy" (deploy without a request for mutual aid assistance by a Requesting Entity) except to the extent those resources are subsequently used in the performance of eligible work at the request of the Requesting Entity or Incident Commander.
- The reimbursement provisions of a mutual aid agreement must not be contingent on a declaration of an emergency, major disaster, or fire by the Federal government.
- 4. This policy is applicable to all forms of mutual aid assistance, including agreements between Requesting and Providing Entities, statewide mutual aid agreements, and the mutual aid services provided under the EMAC.

# **RECOVERY POLICY**

- Reimbursement will be at the Federal cost share rate established in the Presidential declaration, which is generally 75 percent.
- B. Pre-Event Written Mutual Aid Agreements.

FEMA recognizes mutual aid agreements between Requesting and Providing Entities, and statewide mutual aid agreements wherein the State is responsible for administering the claims for reimbursement of Providing Entities. In addition, FEMA recognizes the standard EMAC agreement as a valid form of mutual aid agreement between member states.

- FEMA encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.
  - a. When a pre-event written agreement exists between a Requesting Entity and a Providing Entity, the Providing Entity may be reimbursed through the Requesting Entity. In these circumstances, the Requesting Entity should claim the eligible costs of the Providing Entity, pursuant to the terms and conditions of the mutual aid agreement and the requirements of this policy, on its subgrant application, and agree to disburse the Federal share of funds to the Providing Entity.
  - b. When a statewide pre-event mutual aid agreement exists that designates the State responsible for administering the reimbursement of mutual aid costs, a Providing Entity may apply, with the prior consent of the Requesting Entity, for reimbursement directly to the Grantee, in accordance with applicable State law and procedure. In such cases the Providing Entity should obtain from the Requesting Entity the certification required in section E.3. of this policy and provide it to the State as part of its reimbursement request.
- FEMA encourages parties to address the subject of reimbursement in their written mutual aid agreements. FEMA will honor the reimbursement provisions in a preevent agreement to the extent they meet the requirements of this policy.
  - a. When a pre-event agreement provides for reimbursement, but also provides for an initial period of unpaid assistance, FEMA will pay the eligible costs of assistance after such initial unpaid period.
  - b. When a pre-event agreement specifies that no reimbursement will be provided for mutual aid assistance, FEMA will not pay for the costs of assistance.
- C. Post-Event Mutual Aid Agreements.



# **RECOVERY POLICY**

- When the parties do not have a pre-event written mutual aid agreement, or where a written pre-event agreement is silent on reimbursement, the Requesting and Providing Entities may verbally agree on the type and extent of mutual aid resources to be provided in the current event, and on the terms, conditions, and costs of such assistance.
- 2. Post-event verbal agreements must subsequently be documented in writing and executed by an official of each entity with authority to request and provide assistance, and provided to FEMA as a condition of receiving reimbursement. The agreement should be consistent with past practices for mutual-aid between the parties. A written post-event agreement should be submitted within 30 days of the Requesting Entity's Applicant's Briefing to the Regional Administrator for review and approval.

#### D. Force Account Labor Costs.

- 1. The straight- or regular-time wages or salaries of a Requesting Entity's permanently employed personnel performing or supervising emergency work are not eligible costs, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii) Allowable costs, Force Account Labor Costs and §204.43(c), even when such personnel are reassigned or relocated from their usual work location to provide assistance during an emergency. Overtime costs for such personnel are eligible and may be submitted as part of a subgrant application.
- 2. The costs for contract labor or temporary hires performing eligible work are eligible for reimbursement. However, straight- or regular time salaries and benefits of force account labor overseeing contractors performing emergency work are not eligible in calculating the cost of eligible emergency work, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii) Allowable costs, Force Account Labor Costs. The force account labor of a Providing Entity will be treated as contract labor, with regular-time and overtime wages and benefits eligible for reimbursement, provided labor rates are reasonable. When the Requesting Entity is the State or local government, the force account labor costs of the Providing Entity will not be treated as contract labor if the force account labor is employed by a governmental subdivision (such as an agency) within that Requesting Entity.
- 3. In circumstances where a Providing Entity is also an eligible applicant in its own right, the determination of eligible and ineligible costs will depend on the capacity in which the entity is incurring costs. As stated in paragraphs D.1. and D.2., an



# RECOVERY POLICY

applicant's straight-time wages are not eligible costs when the applicant is using its permanently employed personnel for emergency work in its own jurisdiction, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii) Allowable costs, Force Account Labor Costs.

- Requesting and Providing Entities may not mutually deploy their labor forces to
  assist each other so as to circumvent the limitations of paragraph D.1 or D.2. of this
  policy.
- 5. The straight- or regular-time wages or salaries for backfill personnel incurred by Providing Entities are not eligible for reimbursement. However, the overtime portion of the replacement personnel's salary is considered an additional cost of deploying personnel who perform eligible work and is eligible for reimbursement under this policy.
- E. Types of Mutual Aid Work.

There are three types of mutual aid work that may be eligible for FEMA assistance: Emergency Work, Permanent Work, and Grant Management Work. All are subject to the eligibility requirements of the respective PA and FMAG programs:

- Emergency Work. Mutual aid work provided in the performance of emergency work necessary to meet immediate threats to life, public safety, and improved property, including firefighting activities under the FMAG program, is eligible.
  - a. Examples of eligible emergency work include:
    - i. Search and rescue, sandbagging, emergency medical care, debris removal;
    - ii. Reasonable supervision and administration in the receiving jurisdiction that is directly related to eligible emergency work;
    - iii. The cost of transporting equipment and personnel by the Providing Entity to the incident site, subject to the requirements of paragraphs A.1., 2., and 3. of this policy;
    - iv. Costs incurred in the operation of the Incident Command System (ICS), such as operations, planning, logistics and administration, provided such costs are directly related to the performance of eligible work on the disaster or fire to which such resources are assigned;
    - v. State Emergency Operations Center or Joint Field Office assistance in the receiving State to support emergency assistance;

| Page | 6 |
|------|---|
|      |   |



# RECOVERY POLICY

- vi. Assistance at the National Response Coordination Center (NRCC), and Regional Response Coordination Center (RRCC), if requested by FEMA (labor, per diem and transportation);
- vii. Dispatch operations in the receiving State;
- viii. Donations warehousing and management (eligible only upon approval of the Assistant Administrator of the Recovery Directorate);
- ix. Firefighting activities; and,
- x. Dissemination of public information authorized under Section 403 of the Act.
- b. Examples of mutual aid work that are not eligible, include:
  - i. Training, exercises, on-the-job training;
  - ii. Long-term recovery and mitigation consultation;
  - iii. Costs outside the receiving State that are associated with the operations of the EMAC system (except for FBMA facilities noted in paragraph E.1.a.v. and vi. above);
  - iv. Costs for staff performing work that is not eligible under the PA or the FMAG programs;
  - Costs of preparing to deploy or "standing-by" [except to the extent allowed in the FMAG program pursuant to 44 CFR §204.42(e)];
  - vi. Dispatch operations outside the receiving State;
  - vii. Tracking of EMAC and U.S. Forest Service I-Suite/Incident Cost Accounting and Reporting System (ICARS) resources; and
- viii. Situation reporting not associated with ICS operations under VIII.E.1.a.iv.
- Permanent Work. Work that is of a permanent nature but is necessary for the emergency restoration of utilities (Category F). For example, work performed to restore electrical and other power.
- Grant Management Work. For PA only, work associated with the performance of the Grantee's responsibilities as the grant administrator, as outlined in 44 CFR §206.202(b). Use of EMAC-provided assistance to perform these tasks is eligible mutual aid work.
- F. Eligible Applicants.
  - Only Requesting Entities are eligible applicants for FEMA assistance. With the
    exception of F.2., below, a Providing Entity must submit its claim for
    reimbursement to a Requesting Entity.



# **RECOVERY POLICY**

States may be eligible applicants when statewide mutual aid agreements or compacts authorize the State to administer the costs of mutual aid assistance on behalf of local jurisdictions.

#### G. Reimbursement of Mutual Aid Costs.

- 1. The State or Requesting Entities, as appropriate, must provide an executive summary of the services requested and received and the associated costs (i.e., labor, equipment, materials, etc.). Both Requesting and Providing Entities must keep detailed records of the services requested and received, and maintain those records for at least three years after project closeout. FEMA may review a sample of project costs, and reserves the right to review all documentation if it deems necessary. All documentation must be provided to FEMA upon request. Undocumented costs may be subject to deobligation.
- A request for reimbursement of mutual aid costs must include a copy of the mutual
  aid agreement whether pre- or post-event between the Requesting and
  Providing Entities.
- 3. A request for reimbursement of mutual aid costs should include a written and signed certification by the Requesting Entity certifying:
  - The types and extent of mutual aid assistance requested and received in the performance of eligible work;
  - The labor and equipment rates used to determine the mutual aid cost reimbursement request; and
  - That all work performed was eligible under the Stafford Act and applicable FEMA regulations and policies.
- 4. FEMA will not reimburse the value of volunteer labor or the value of paid labor that is provided at no cost to the applicant. However:
  - a. To the extent the Providing Entity is staffed with volunteer labor, the value of the volunteer labor may be credited to the non-Federal cost share of the Requesting Entity's emergency work in accordance with the provisions of Recovery Policy 9525.2, Donated Resources.
  - b. If a mutual aid agreement provides for an initial period of unpaid assistance or provides for assistance at no cost to the Requesting Entity, the value of the assistance provided at no cost to the Requesting Entity may be credited to the



# RECOVERY POLICY

non-Federal cost share of the Requesting Entity's emergency work under the provisions of Recovery Policy 9525.2, Donated Resources.

- 5. For PA only, reimbursement for equipment provided to a Requesting Entity will be based on FEMA equipment rates, approved State rates or, in the absence of such standard rates, on rates deemed reasonable by FEMA. Equipment used can be reimbursed as outlined in the terms of the agreement or for hours utilized/in performance of eligible work.
- 6. For PA only, reimbursement for damage to equipment used in emergency operations will be based on Recovery Policy 9525.8, Damage to Applicant Owned Equipment.
- 7. For PA only, reimbursement for equipment purchased by a subgrantee to support emergency operations will be based on Recovery Policy 9525.12, Disposition of Equipment, Supplies, and Salvaged Materials.
- 8. For FMAG only, reimbursement for equipment provided to a Requesting Bntity will be based on 44 CFR § 204.42 (b)(3) and (4).
- For FMAG only, reimbursement or replacement of equipment damaged or destroyed in the course of eligible firefighting activities will be based on 44 CFR § 204.42 (b)(5), and (6).
- IX. RESPONSIBLE OFFICE: Recovery Directorate (Public Assistance Division).
- X. SUPERSESSION: For all disasters declared on or after October 27, 2012, this policy supersedes DAP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance, dated August 13, 2007, and all previous guidance on this subject.
- XI. REVIEW DATE: This policy expires three years from the date of issuance.

//signed//
Deborah Ingram
Assistant Administrator
Recovery Directorate



#### AMENDMENT TO BIEMA NAME AND FUNCTIONS

#### I. Introduction/Purpose

The purpose of the amendment is a name change to include reference to "homeland security." We believe the change in name and additional functions may allow for additional funding of the agency.

#### II. Discussion/Highlights

The BIEMA will become the Blue Island Homeland Security and Emergency Management Agency "BIHSEMA" and will have additional functions similar to the Cook County Homeland Security Emergency Management Agency

#### III. Conclusion/Recommendation

The name change and addition of functions is recommended.

# THE CITY OF BLUE ISLAND COOK COUNTY, ILLINOIS

# ORDINANCE NUMBER 2015-002

AN ORDINANCE AMENDING ORDINANCE RELATING TO THE ESTABLISHMENT AND ORGANIZATION OF THE EMERGENCY SERVICES AND DISASTER AGENCY AND BLUE ISLAND EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS.

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

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Aldermen

# **ORDINANCE NO. 2015-002**

# AN ORDINANCE AMENDING ORDINANCE RELATING TO THE ESTABLISHMENT AND ORGANIZATION OF THE EMERGENCY SERVICES AND DISASTER AGENCY AND BLUE ISLAND EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council of the City of Blue Island desire to restructure the Emergency Services and Disaster Agency and Blue Island Emergency Management Agency to more effectively and efficiently serve the needs of the citizens of the City of Blue Island; and

WHEREAS, the government provides various funding for agencies which focus on homeland security and the provision of emergency services;

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: AMENDMENTS TO ORDINANCE NO. 2336

All sections and provisions shall be amended by deleting "Emergency Services and Disaster Agency (ESDA)" and inserting in lieu thereof "Blue Island Homeland Security and Emergency Management Agency (BIHSEMA)."

All sections shall be amended by deleting any reference to "ESDA" and inserting in lieu thereof "BIHSEMA."

Section 3 of the Ordinance shall be amended by adding the following language: "the City HSEMA shall coordinate efforts to prevent, protect against, and mitigate the effects of, respond to and recover from all incidents, whether man-made or natural. The City HSEMA will work to accomplish these functions through monitoring and sharing intelligence related to potential homeland security events and other incidents within the City, within Cook County, and within the State by developing an operational response capability and developing and enhancing

partnerships with all relevant groups, entities and agencies. In addition, the City HSEMA may oversee and support the prudent use of grant monies to prepare, train and equip first responders, investing in the men and women who respond to emergencies in Blue Island and surrounding areas."

#### **SECTION TWO: REPEAL OF ORDINANCES**

All ordinances, and parts thereof, in conflict with the provisions herein are repealed. The provisions of Ordinance No. 2336 which have not been amended herein shall remain in full effect.

#### **SECTION THREE: EFFECTIVE DATE**

This ordinance shall be in full force and effect after passage and publication as required by law.

ADOPTED this 13<sup>th</sup> day of January, 2015, pursuant to a roll call as follows:

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

**APPROVED:** this 13<sup>th</sup> day of January, 2015.

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

| <b>ATTESTED</b> and <b>Filed</b> in my office this 13 <sup>th</sup> day of January, 2015. |  |  |  |  |
|---|--|--|--|--|
| CITY CLERK  |  |  |  |  |
| <b>PUBLISHED</b> in pamphlet form this 13 <sup>th</sup> day of January, 2015.             |  |  |  |  |
| CITY CLERK  |  |  |  |  |

#### ORDINANCE NO. 2336

AN ORDINANCE CREATING THE BLUE ISLAND EMERGENCY SERVICES AND DISASTER AGENCIES (ESDA) FOR THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE ISLAND, COUNTY OF COOK AND STATE OF ILLINOIS:

#### SECTION ONE

Establishment. There is hereby created the BLUE ISLAND ESDA to prevent, minimize, repair, and alleviate injury or damage resulting from disaster caused by enemy attack, sabotage, or other hostile action, or from natural or manmade disaster, in accordance with "The Illinois Emergency Services and Disaster Act of 1975".

This ESDA shall consist of the Coordinator and such additional members as may be selected by the Coordinator.

#### SECTION TWO

<u>Coordinator</u>. The Coordinator of the City ESDA shall be appointed by the Mayor and shall serve until removed by the Mayor.

The Coordinator shall have direct responsibility for the organization, administration, training, and operation of the ESDA, subject to the direction and control of the Mayor as provided by statute.

In the event of the absence, resignation, death or inability to serve as Coordinator, the Mayor or any person designated by him, shall be and act as Coordinator until a new appointment is made as provided in this ordinance.

#### SECTION THREE

<u>Functions</u>. The City ESDA shall perform such ESDA functions within the City as shall be prescribed in and by the state ESDA plan and program prepared by the Governor, and such orders, rules and regulations as may be promulgated by the Governor, and in addition shall perform such duties outside the corporate limits as

may be required pursuant to any Mutual Aid agreement with any other political subdivision, municipality, or quasi-municipality entered into as provided by "The State ESDA Act of 1975."

#### SECTION FOUR

Service as Mobile Support Team. All or any members of the City ESDA organization may be designated as members of a Mobile Support Team created by the director of the State ESDA as provided by law.

The leader of such Mobile Support Team shall be designated by the Coordinator of the City ESDA organization.

Any member of a Mobile Support Team who is a city employee or officer while serving on call to duty by the Governor, or the State Director, shall receive the compensation and have the powers, duties, rights, and immunities incident to such employment or office. Any such member who is not a paid officer or employee of the city, while so serving, shall receive from the state reasonable compensation as provided by law.

#### SECTION FIVE

Agreements With Other Political Subdivisions. The Coordinator of ESDA may negotiate Mutual Aid Agreements with other cities or political subdivisions of the state, but no such agreement shall be effective until it has been approved by the Mayor and by the State Director of ESDA.

#### SECTION SIX

Emergency Action. If the Governor proclaims that a disaster emergency exists in the event of actual enemy attack upon the United States or the occurrence within the State of Illinois of a major disaster resulting from enemy sabotage or other hostile action, or from manmade or natural disaster, it shall be the duty of the City ESDA to cooperate fully with the State ESDA and with the Governor in the exercise of emergency powers as provided by law.

#### SECTION SEVEN

Compensation. Members of the ESDA who are paid employees or officers of the City, if called for training by the State Director of ESDA, shall receive for the time spent in such training the same rate of pay as is attached to the position held; members who are not such city employees or officers shall receive for such training time such compensation as may be established by the Mayor.

#### SECTION EIGHT

Reimbursement by State. The State Treasurer may receive and allocate to the appropriate fund, any reimbursement by the state to the City for expenses incident to training members of the ESDA as prescribed by the State Director of ESDA, compensation for services and expenses of members of a Mobile Support Team while serving outside the City in response to a call by the Governor or State Director of ESDA, as provided by law, and any other reimbursement made by the state incident to ESDA activities as provided by law.

#### SECTION NINE

Purchases and Expenditures. The Mayor may, on recommendation of the Coordinator of ESDA, authorize any purchase of contracts necessary to place the city in a position to combat effectively any disaster resulting from the explosion of any nuclear or other bomb or missile, and to protect the public health and safety, protect property, and provide emergency assistance to victims in the case of such disaster, or from manmade or natural disaster.

In the event of enemy caused or other disaster, the City
Coordinator of ESDA is authorized, on behalf of the City, to procure
such services, supplies, equipment or material as may be necessary
for such purposes, in view of the exigency without regard to the
statutory procedures or formalities normally prescribed by law
pertaining to city contracts or obligations, as authorized by

"The State ESDA Act of 1975", provided that if the Mayor acts at such time he shall act subject to the directions and restrictions imposed by the Mayor.

#### SECTION TEN

Oath. Every person appointed to serve in any capacity in the City ESDA organization shall, before entering upon his duties, subscribe to the following oath, which shall be filed with the Coordinator:

"I, do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions, and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time as I am affiliated with the BLUE ISLAND ESDA organization, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States of of this State by force or violence."

Office. The Mayor is authorized to designate space in a city building, or elsewhere, as may be provided for by the Mayor for the city ESDA as its office.

#### SECTION TWELVE

Appropriation - Levy of Taxes. The Mayor and City Council may make an appropriation for ESDA purposes in the manner provided by law, and may levy in addition for ESDA purposes only, a tax not to exceed five (5) cents per one hundred (100) dollars of the assessed value of all taxable property in addition to all other taxes, as provided by "The State ESDA Act of 1975"; however, that amount collectable under such levy shall in no event exceed .25 cents per capita.

#### SECTION THIRTEEN

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

#### SECTION FOURTEEN

|       | This  | ordina | nce | shall  | Ъe  | in  | full  | force  | and | effect | from | and |
|-------|-------|--------|-----|--------|-----|-----|-------|--------|-----|--------|------|-----|
| after | its p | assage | and | approv | /al | pur | suant | t to 1 | aw. |        |      |     |

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|--|-------|
| CITY CLERK OF THE CITY OF BLUE ISLAND COUNTY OF COOK AND STATE OF ILLINOIS |       |
| VOTING AYE: Ald. Witt, Boza, Giolosa, Rita, Esposito, Lomba                | rdo,  |
| Bauer, Heckler, Holste, Walker, Elton, Botte.                              |       |
| VOTING NAY: None.  | _     |
| ,  |       |
| ABSENT : Ald. Disabato, Savino.  | _     |
| ABSTAIN : None.  |       |
|  |       |
| APPROVED this 27th day of April  | 1976. |
| MAYOR OF THE CITY OF BLUE ISLAND COUNTY OF COOK AND STATE OF ILLINOIS      | _     |
| ATTESTED AND FILED IN MY OFFICE  |       |
| this 27th day of April , 1976.   |       |



#### Part Time Police Officer Ordinance

I. Introduction/Purpose

The purpose of this amendment is to comply with Illinois Police Training Act 50 ILCS 705 which governs the use of part time officers.

II. Discussion/Highlights

The Blue Island Police Department is required by the Illinois Training and Standards board to update the Part Time Police Officers ordinance to include that any person working in the capacity as a part time officer must be trained in accordance to the Illinois Police Training act, which regulates training standards for all officers and how many hours a part time officer can work.

The new part time ordinance must also states that any part time officer seeking a job as a part time officer must be of good moral character, at least 21 years of age, pass a medical examination, have a high school diploma, have a valid ILLINOIS drivers license, have no felony convictions and if served in the military must have been HONORABLY discharged.

The previous Blue Island ordinance which governs the use of part time officers did not include the above requirements.

III. Conclusion/Recommendation

The revision is recommended it be approved.

# THE CITY OF BLUE ISLAND COOK COUNTY, ILLINOIS

# ORDINANCE NUMBER 2015-003

AN ORDINANCE AMENDING ORDINANCE NO. 2013-253 GOVERNING THE REORGANIZATION, STRUCTURE AND ADMINISTRATION OF THE POLICE DEPARTMENT IN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS.

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

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

Aldermen

## **ORDINANCE NO. 2015-003**

## AN ORDINANCE AMENDING ORDINANCE NO. 2013-253 GOVERNING THE REORGANIZATION, STRUCTURE AND ADMINISTRATION OF THE POLICE DEPARTMENT IN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS

WHEREAS, on November 26, 2013, the City passed an Ordinance entitled "ORDINANCE GOVERNING THE REORGANIZATION, STRUCTURE AND ADMINISTRATION OF THE POLICE DEPARTMENT IN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AND REPEALING ALL PREVIOUS ORDINANCES AND AMENDMENTS COVERING THE SAME";

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

#### **SECTION 1**

Section 7.7 of Ordinance No. 2013-253 shall be amended to read:

Part time police officers shall be temporarily employed and commissioned to do limited police work with duties as may be prescribed by the Chief of Police. The number of hours such officers may work in any calendar year shall be restricted to a number set by the Director of Health and Public Safety and/or Chief of Police. Such officers shall not be assigned to supervise or direct full-time police officers.

Part-time police officers shall be trained in accordance with the Illinois Police Training Act (50 ILCS 705/1 et. seq.) and the rules and requirements of the ILETSB and shall serve subject to the rules, regulations and general orders of the Blue Island police department and City policies and procedures.

Part-time police officers shall meet the following standards:

- 1. Be of good moral character, of temperate habits, of sound health, and physically and mentally able to perform assigned duties.
- 2. Be at least twenty-one (21) years of age.
- 3. Pass a medical examination.
- 4. Possess a high school diploma or GED certificate.
- 5. Possess a valid State of Illinois driver's license.

- 6. Possess no prior felony convictions.
- 7. Any individual who has served in the U.S. military must have been honorably discharged.

Part-time officers shall be disciplined according to City policies and procedures. Part time police officers shall serve at the discretion of the Chief of Police and shall not have any property rights in said employment, and may be removed by the Chief of Police at any time.

#### **SECTION 2: SEVERABILITY**

If any section, paragraph, clause, phrase or part of this ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of this ordinance, and the application of these provisions to any person or circumstances shall not be affected thereby.

## SECTION 3: REPEAL OF CONFLICTING PROVISIONS

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

#### **SECTION 4: EFFECTIVE DATE**

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

ADOPTED this 13<sup>th</sup> day of January, 2015, pursuant to a roll call as follows:

|   | YES | NO | ABSENT | PRESENT   | ABSTAIN |
|---|-----|----|--------|-----------|---------|
| Alderman BUCKNER  |     |    |        |           |         |
| Alderman HAWLEY   |     |    |        |           |         |
| Alderman VIEYRA   |     |    |        |           |         |
| Alderman BILOTTO  |     |    |        |           |         |
| Alderman RITA   |     |    |        | <u></u> . |         |
| Alderman DONAHUE  |     |    |        |           |         |
| Alderman STONE  |     |    |        |           |         |
| Alderman CARR   |     |    |        | ·         |         |
| Alderman OSTLING  |     |    |        |           |         |
| Alderman PITTMAN  |     |    |        |           |         |
| Alderman JOHNSON  |     |    |        | ·         |         |
| Alderman FRAUSTO  |     |    |        |           |         |
| Alderman THOMPSON                                       |     |    |        |           |         |
| Alderman JOHANSON                                       |     |    |        |           |         |
| Mayor DOMINGO F. VARGAS                                 |     |    |        |           |         |
| inayor soriai (oo ii i |     |    |        |           |         |
| TOTAL   |     |    |        |           |         |

**APPROVED:** this 13<sup>th</sup> day of January, 2015.

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

| <b>ATTESTED</b> and <b>Filed</b> in my office this 13 <sup>th</sup> day of January, 2015. |  |
|---|--|
| CITY CLERK  |  |
| <b>PUBLISHED</b> in pamphlet form this 13 <sup>th</sup> day of January, 2015.             |  |
| CITY CLERK  |  |

# THE CITY OF BLUE ISLAND COOK COUNTY, ILLINOIS

# ORDINANCE NUMBER 2015-004

AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 2253 119<sup>TH</sup> PLACE FOR HANDICAPPED PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

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

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

Aldermen

## **ORDINANCE NO. 2015-004**

AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 2253 119<sup>TH</sup> PLACE 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 119<sup>th</sup> Place in front of the residence whose common address is 2253 119<sup>th</sup> Place (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.

ADOPTED this 13<sup>th</sup> day of January, 2015, pursuant to a roll call as follows:

|                      | YES            | NO       | ABSENT  | PRESENT    | ABSTAIN  |
|----------------------|----------------|----------|---------|------------|----------|
| Alderman BUCKNER     |                |          |         |            |          |
| Alderman HAWLEY      |                |          |         |            |          |
| Alderman VIEYRA      |                |          |         |            |          |
| Alderman BILOTTO     |                |          |         |            |          |
| Alderman RITA        |                |          |         |            | <u> </u> |
| Alderman DONAHUE     |                |          |         |            |          |
| Alderman STONE       | <del>_</del> _ |          |         | 10.        |          |
| Alderman CARR        |                |          |         |            |          |
| Alderman OSTLING     |                |          |         |            |          |
| Alderman PITTMAN     |                |          |         | · <u>-</u> |          |
| Alderman JOHNSON     |                |          |         |            |          |
| Alderman FRAUSTO     |                |          |         |            |          |
| Alderman THOMPSON    |                |          |         |            | -        |
| Alderman JOHANSON    |                |          |         |            |          |
|                      |                |          |         |            |          |
| Mayor DOMINGO VARGAS |                | <u> </u> |         |            |          |
|                      |                | <u></u>  |         |            |          |
| TOTAL                |                |          | <u></u> |            |          |

**APPROVED** by the Mayor this 13<sup>th</sup> day of January, 2015.

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

| <b>ATTESTED</b> and <b>Filed</b> in my office this 13 <sup>th</sup> of January, 2015. |   |  |  |  |
|---|---|--|--|--|
| CITY CLERK  |   |  |  |  |
| <b>PUBLISHED</b> in pamphlet form this 13 <sup>th</sup> day of January, 2015.         |   |  |  |  |
| CITY CLERK  | _ |  |  |  |

# THE CITY OF BLUE ISLAND COOK COUNTY, ILLINOIS

# ORDINANCE NUMBER 2015-005

# AN ORDINANCE RESCINDING HANDICAPPED PARKING RESTRICTIONS AT 2441 GROVE STREET IN THE CITY OF BLUE ISLAND, COUNTY OF COOK AND STATE OF ILLINOIS.

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

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

Aldermen

# **ORDINANCE NO. 2015-005**

## AN ORDINANCE RESCINDING HANDICAPPED PARKING RESTRICTIONS AT 2441 GROVE STREET IN 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**

The parking restriction providing for handicapped parking only in front of the property commonly known as 2441 Grove Street, City of Blue Island, is hereby repealed and rescinded.

#### **SECTION TWO**

The Superintendent of Public Works shall remove all signs restricting parking on the portion of Grove Street identified in Section One.

#### **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.

ADOPTED this 13<sup>th</sup> day of January, 2015, pursuant to a roll call as follows:

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

**APPROVED:** this 13<sup>th</sup> day of January, 2015.

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

| <b>ATTESTED</b> and <b>Filed</b> in my office this 13 <sup>th</sup> day of January, 2015. |
|---|
| CITY CLERK  |
| <b>PUBLISHED</b> in pamphlet form this 13 <sup>th</sup> day of January, 2015.             |
| CITY CLERK  |

December 17, 2014

Randy Heuser, City Clerk
City of Blue Island
13051 S. Greenwood Avenue
Blue Island, IL 60406

·Dear Mr. Heuser:

It's that time of the year again, and the Blue Island Little League is asking for approval for the annual opening day parade on Saturday, April 25, 2015 starting at 12:00 p.m. The Parade will start from Eagle's Hall going East on Grove, to Gregory, North on Gregory, to Prairie, West on Prairie to Western, South on Western to Vermont, East on Vermont to Division St., North on Division to Schrei Field. We are requesting a police escort and a fire truck if available and possible.

We are also requesting to use the Annex the same Saturday, April 25 starting at 7:00 a.m.-11:00a.m. so our kids/teams can have their pictures taken. We have used the Annex for that purpose the last four years or so.

Should you have any questions, please call Rick Fiske at 708-389-1511 or Jaime Jalomo at 708-489-9572.

We thank you in advance.

The Blue Island Little League

TO: BLUE ISLAND CITY COUNCIL

THE UNDERSIGNED, CARMINE BILOTTO,

TREASURER OF THE CITY OF BLUE ISLAND

IN COOK COUNTY, ILLINOIS, RESPECTFULLY SUBMITS THE FOLLOWING REPORT, SHOWING THE STATE OF THE TREASURY AT THE

CLOSE OF BUSINESS ON 12/31/14

| @433 796 70           | f sout to wondow         | Chanks approved but not sont to wondow | الموطر              |                | -              |                        |                         |
|-----------------------|--------------------------|--|---------------------|----------------|----------------|------------------------|-------------------------|
| \$3,480,031.13        | \$336,163.16             | \$0.00                                 | \$3,143,867.97      | \$5,265,386.50 | \$4,746,339.55 | \$3,667,868.90         | FUND TOTALS             |
| \$12,251.29           | \$0.00                   | \$0.00                                 | \$12,251.29         | \$0.00         | \$4,953.98     | \$7,297.31             | 911 FUND                |
| \$462.10              | \$0.00                   | \$0.00                                 | \$462.10            | \$12,000.00    | \$0.00         | \$12,462.10            | BI SPECIAL EVENTS FUND  |
| \$1,821.65            | \$0.00                   | \$0.00                                 | \$1,821.65          | \$0.00         | \$887.76       | \$933.89               | MEADOWS VIDEO GAMING    |
| \$1,461,933.71        | \$0.00                   | \$0.00                                 | \$1,461,933.71      | \$64,197.42    | \$55,601.28    | \$1,470,529.85         | GRANT(NON-INT BEARING)  |
| \$66,756.40           | \$0.00                   | \$0.00                                 | \$66,756.40         | \$1,024,933.69 | \$1,086,486.36 | \$5,203.73             | PAYROLL                 |
| \$17,466:89           | \$0.00                   | \$0.00                                 | \$17,466.89         | \$0.00         | \$0.00         | \$17,466.89            | ALLIED A.S.O.           |
| \$5,656.67            | \$0.00                   | \$0.00                                 | \$5,656.67          | \$0,00         | \$4,957.35     | \$699.32               | PARKING TICKET COL ACCT |
| \$5,972.19            | \$0.00                   | \$0.00                                 | \$5,972.19          | \$0.00         | \$4,141.98     | \$1,830.21             | VERMONT PARKING LOT     |
| \$81,738.08           | \$0.00                   | \$0.00                                 | \$81,738.08         | \$1,466.72     | \$10,315.72    | \$72,889.08            | GRANT (INT BEARING)     |
| \$0.00                | \$0.00                   | \$0.00                                 | \$0.00              | \$0.00         | \$0.00         | \$0.00                 | TIF 6                   |
| \$3,456.03            | \$0.00                   | \$0.00                                 | \$3,456.03          | \$8,425.17     | \$8,425.44     | \$3,455.76             | TF 5                    |
| \$8,306.16            | \$0.00                   | \$0.00                                 | \$8,306.16          | \$0.00         | \$0.38         | \$8,305.78             | TIF 4                   |
| <b>\$</b> 15,252,90   | \$0.00                   | \$0.00                                 | \$15,252.90         | \$768,375.00   | \$11,668.54    | \$771,959.36           | TIF 3                   |
| \$790,292.46          | \$1,541.82               | \$0.00                                 | \$788,750.64        | \$71,329.59    | \$541,292.00   | \$318,788.23           | TJF 2                   |
| \$108.81              | \$0.00                   | \$0.00                                 | \$108.81            | \$0.00         | \$0.00         | \$108.81               | CDBG                    |
| \$154,694.46          | \$142,687.78             | \$0.00                                 | \$12,006.68         | \$51,258.11    | \$51,260.83    | \$12,003.96            | MET                     |
| \$8,752.24            | \$0.00                   | \$0.00                                 | \$8,752.24          | \$2,962.60     | \$3,986.41     | \$7,728.43             | GOLF CONCESSION         |
| \$8,771.63            | \$1,963.04               | \$0.00                                 | \$6,808.59          | \$22,081,35    | \$14,393.93    | \$14,496.01            | GOLF                    |
| \$474,392.43          | \$896.45                 | \$0.00                                 | \$473,495.98        | \$774,693.14   | \$548,328.82   | \$699,860.30           | WATER                   |
| \$374,196.32          | \$189,074.07             | \$0.00                                 | \$185,122.25        | \$2,463,663.71 | \$2,399,638.77 | \$249,147.19           | GENERAL ·               |
| TOTAL FUND<br>BALANCE | LONG TERM<br>INVESTMENTS | SHORT TERM<br>INVESTMENTS              | CHECKING<br>BALANCE | PAID OUT       | RECEIVED       | ON HAND<br>LAST REPORT | FUND NAME               |

Checks approved but not sent to vendors

\$132,786.79