

BLUE
island



est. 1835

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 7074
f (708) 597 1807

Finance

p (708) 396 7068
f (708) 597 1807

Fire

p (708) 396 7071
f (708) 388 5778

Marketing

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

Planning & Building

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

Police

p (708) 396 7004
f (708) 597 8223

Senior Citizens

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

Water & Sewer

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

Public Works

p (708) 597 8604
f (708) 597 4260

The Meadows

Golf Club

2802 W. 123rd Street
Blue Island, IL 60406
p (708) 385 1994
f (708) 385 1996

AGENDA
REGULAR MEETING

City Council of the City of Blue Island, Illinois
2434 Vermont Street
April 28, 2015 – 7:00 P.M.

City of Blue Island
13051 Greenwood Avenue
Blue Island, IL 60406
www.blueisland.org

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation of Journal of Proceedings**
Motion to approve minutes from April 14, 2015
5. **Public Comment**
6. **Report of City Officials/Presentations/Resolutions**

Mayor:

1. Presentation to Alderman Marcia Stone
2. A Resolution Honoring Lenore Guyton on her Retirement.
3. Proclamation – May is Bike Month in Blue Island

Bids:

City Clerk:

1. Motion to approve a request from St. Donatus Parish to hold its 106th Annual Feast and Carnival starting on Wednesday, August 5th through Sunday August 9th, 2015.
2. Motion to approve a request from District 130 Public Schools to have a Fit for Life 1 and 2 mile Walk/Run Marathon on Thursday, May 21st at approximately 9:15 a.m. until approximately 12:30 p.m.
3. Motion to approve a request for a block party at 13020 S. Greenwood Avenue on May 24, 2015 from 2:00 p.m. until 9:00 p.m.

City Treasurer:

City Attorney:

1. A Resolution Approving and Authorizing Execution of Agreement for Operation and Maintenance of Commuter Parking Facility in the City of Blue Island and located at Various Metra Facilities.
2. Approving IAFF Contract.

7. **Committee Reports**

a. Community Development Committee

1. A Resolution for Approving and Authorizing Execution of a Land Use and Open Space Management Agreement for Blue Island Organic Sustainable Farm.

b. Finance Committee

1. Motion for Approval of Payroll – March 27, 2015 for \$333,927.41 and April 10, 2015 for \$354,357.18
2. Motion for Approval of Accounts Payable – April 8, 2015 for \$590,619.62 and April 22, 2015 for \$235,867.23
3. An Ordinance of the City of Blue Island, Cook County, Illinois, approving an Agreement for Redevelopment of 127th Street & Vincennes, Blue Island, Illinois.
4. A Resolution Authorizing Certain Intrafund Transfers.
5. A Resolution Approving and Authorizing Execution of Addendum to Major Accounts Agreement between the City and ADP.
6. A Resolution for Approval of Class 8 Real Estate Tax Incentive for the Benefit of De La Rosa Wholesale, Inc., for the Property located at 12157 S. Western Avenue, Blue Island, Cook County, Illinois pursuant to the Cook County Real Property Classification Ordinance.
7. A Resolution Approving Agreement for Phase III Construction of the Division Street Bridge Rehabilitation Project and Committing the Necessary Matching Funds.

c. Public Health and Safety

d. Municipal Services Committee

e. Judiciary Committee

1. Approval of Ordinances Restricting Portions of Certain Streets for Handicapped Parking Only at 13046 Honore and 11905 Ann Street within the City of Blue Island, County of Cook, State of Illinois and providing Penalties for the Violation Thereof.
2. Approval of Ordinance Rescinding Handicapped Parking Restrictions at 2645 122nd Street, 2646 122nd Street and 2335 High Street in the City of Blue Island, County of Cook and State of Illinois.

8. **Aldermanic Announcements/Comments.**

9. **Motion to Retire to Closed Session for consideration of:**

- a. Discussion of Pending Litigation.

10. **Motion to Reconvene Regular Session**

11. **Motion for Adjournment**

**JOURNAL OF PROCEEDINGS OF THE MEETING
APRIL 14, 2015**

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 April 14, 2015.

PLEDGE OF ALLEGIANCE

ROLL CALL

Roll Call indicates the following:

Present: 11 Ald. Rita, Donahue, Carr, Ostling, Pittman,
Johnson, Frausto, Thompson, Hawley,
Vieyra, Bilotto

Absent: 3 Ald. Stone, Johanson, Buckner

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

JOURNAL OF PROCEEDING

Moved by Ald. Bilotto, second by Ald. Hawley the Journal of Proceedings of the Regular Meeting on March 24, 2015 is accepted as printed.

Ayes: 11 Rita, Donahue, Carr, Ostling, Pittman,
Johnson, Frausto, Thompson, Hawley, Vieyra,
Bilotto

Nays: 0

Absent: 3 Stone, Johanson, Buckner

Abstain: 0

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

CITIZENS WISHING TO ADDRESS THE COUNCIL REGARDING THIS EVENINGS BUSINESS

Joan Davis, 2945 Everett St, expressed her concerns over the hiring of a convicted felon to run the Recreation Center. Ms. Davis asked about his qualifications and who would be responsible for hiring staff at the Rec Center.

The Mayor stated that the council will be responsible for hiring staff.

Julie Sklom, 12024 Artesian Ave, a trustee of the library requested action by the Mayor on the appointments of trustees. The board is down from nine trustees to three and therefore cannot reach a quorum. Trustees and the director have requested that an appointment be made several times in the last two years.

Carol DiPace-Greene, 2731 Orchard St, asked for a correction on the city council minutes for the meeting of March 24 under citizens addressing the council to reflect specifically that an increase to a 9% sales tax would cause sales to not be made in Blue Island but instead go to Will County. Therefore, Blue Island would lose the whole 9% instead of gaining 1%. Ms. DiPace-Greene also brought up the appointment to the Recreation Center.

City Attorney Raines stated that consideration of criminal records and history are not permissible.

REPORT OF CITY OFFICIALS**MAYOR:**

Plaques presented to the Police Officer (Cris Connors), Firefighter (Ken Dompeling), and Dispatcher of the Year (Tina Nedved).

Firefighter Ken Dompeling announced his retirement.

Resolution Honoring the Accomplishments and Legacy of Dr. Peter V. Contreras

Proclamation – Arbor Day – April 24, 2015

Motion by Ald. Vieyra, second by Ald. Bilotto to approve a request from St. Benedicts to host a classic car show on Saturday on New St. They need streets blocked off from Gregory to the City lot from 4-6 pm.

Ayes: 11 Rita, Donahue, Carr, Ostling, Pittman,
Johnson, Frausto, Thompson, Hawley, Vieyra,
Bilotto

Nays: 0

Absent: 3 Stone, Johanson, Buckner

Abstain: 0

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

BIDS:

No bids.

CITY CLERK:

Motion by Ald. Bilotto, second by Ald. Rita to approve a request from California Gardens Christian of Love Baptist Church to sponsor a Back-to-School Festival on Saturday, August 8, 2015 from 10:00 a.m. to 6:00 p.m.

Ayes: 11 Rita, Donahue, Carr, Ostling, Pittman,
Johnson, Frausto, Thompson, Hawley, Vieyra,
Bilotto

Nays: 0

Absent: 3 Stone, Johanson, Buckner

Abstain: 0

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

CITY TREASURER:

Motion by Ald. Rita, second by Ald. Donahue to approve the Financial Report ending on March 31, 2015.

Ayes: 11 Rita, Donahue, Carr, Ostling, Pittman,
Johnson, Frausto, Thompson, Hawley, Vieyra,
Bilotto

Nays: 0

Absent: 3 Stone, Johanson, Buckner

Abstain: 0

Regular Meeting – April 14, 2015

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

CITY ATTORNEY: No business.

COMMITTEE REPORTS

Community Development– Ald. Hawley, Chairman

Next Meeting – T.B.A.

Finance Committee – Ald. Rita, Chairman

Next Meeting – Tuesday, April 21, 2015, 7:00 – East Annex

Public Health & Safety Committee – Ald. Carr, Chairman

Next Meeting – Wednesday, May 6, 2015, 7:00 – East Annex

Municipal Services Committee – Ald. Johanson, Chairman

No Report.

Judiciary Committee – Ald. Ostling, Chairman

Next Meeting – Tuesday, April 21, 2015, 6:00 – East Annex

ALDERMANIC ANNOUNCEMENTS/COMMENTS: Ald. Frausto thanked Rev. Contreras for his service and commitment to the city. He invited everyone to attend the Ike Hike on Saturday, April 25. He also asked everyone for their thoughts and prayers for former Ald. Carlee Jackson who suffered a stroke. Ald. Pittman announced that Mission Covenant Church will be hosting their Annual Spaghetti Dinner on April 25th.

CLOSED SESSION

Motion by Ald. Donahue, second by Ald. Vieyra to go into Executive Session.

Upon a vote, the Mayor declared the motion carried.

*****CLOSED SESSION*****

REGULAR MEETING

Motion by Ald. Bilotto, second by Ald. Johnson to reconvene Regular Meeting.

Ayes: 11 Rita, Donahue, Carr, Ostling, Pittman,
Johnson, Frausto, Thompson, Hawley, Vieyra,
Bilotto

Nays: 0

Absent: 3 Stone, Johanson, Buckner

Abstain: 0

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

ADJOURNMENT

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

Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 8:15 p.m.

The next regular meeting of the City Council is scheduled for April 28, 2015 at 7:00 p.m.

Randy Heuser, City Clerk

**APPROVED BY ME THIS
28TH DAY OF APRIL, 2015.**

Domingo F. Vargas, Mayor

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

**RESOLUTION
NUMBER 2015-011**

**A RESOLUTION HONORING LENORE GUYTON
ON HER RETIREMENT**

**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. 2015-011

**A RESOLUTION HONORING LENORE GUYTON
ON HER RETIREMENT**

WHEREAS, Lenore Guyton, Secretary to the Superintendent in Cook County School District 130 in Blue Island, IL will retire this June, she will have dedicated 53 years to Cook County School District 130, nine as a student, and 44 as an aide, bookkeeper, and secretary. She is the district's longest-serving employee, historian and matriarch—a consummate professional who always goes above and beyond to serve her community and colleagues; and

WHEREAS, Lenore started her career in District 130 in 1971 as an office aide. She worked for 17 years as a school secretary and eight as a bookkeeper. Her commitment to public service and education—at work, at home and in her community—has made her a shining example for all District 130 employees. During these years, Lenore was a consummate professional, always going above and beyond to support the district and her colleagues; and

WHEREAS, as a result of diligent work and demonstrated ability, she advanced to positions of increasing responsibility, first Lenore became Dr. Mackey's secretary in 1998, and went on to serve three other superintendents between 2002 and 2015, including Dr. Mike Korsak. She has since served four superintendents, running the district office with a mix of professionalism, compassion and positivity; and

WHEREAS, Lenore has also supported education through a variety of volunteer efforts in the communities we serve. In addition to serving the Christian Education Committee through her church, Lenore is the treasurer and former president of the Robbins Alumni Association, which awards scholarships to high school seniors in Community High School District 218; and

WHEREAS, Lenore lived in the City of Blue Island for more than 30 years. She has been married to her husband, Leo, for 37 years. All four of her daughters currently work in education: one as an administrative assistant, one as a teacher, and two as superintendents in the South Cook region. Lenore's second-oldest, Dr. Tina Halliman, became the superintendent of District 130 in July 2014; and

WHEREAS, throughout her many years of service, Lenore has served the people of this City with fairness, compassion, dedication, and a willingness to help and volunteer, she has earned the respect and admiration of management and coworkers for her knowledge and personal attention, and she will be missed by all;

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Blue Island, County of Cook and State of Illinois, do hereby extend to Lenore Guyton our sincere and grateful appreciation for her outstanding record of personal and professional achievement and for her dedicated service to the Cook County School District and to the City of Blue Island, our congratulations on her well-earned retirement, and our best wishes to her and her family for continued success, happiness, and good health in the years to come.

ADOPTED this 28th day of April, 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 28th day of April, 2015.

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

ATTESTED and **Filed** in my office this
28th day of April, 2015.

CITY CLERK

CITY CLERK

Christine Buckner, Alderman

Leticia Vieyra, Alderman

Nancy Rita, Alderman

Marcia Stone, Alderman

Janice Ostling, Alderman

Dexter Johnson, Alderman

Nancy L. Thompson, Alderman

CITY TREASURER

Tom Hawley, Alderman

Fred Bilotto, Alderman

Kevin Donahue, Alderman

Candace Carr, Alderman

Kenneth Pittman, Alderman

Jairo Frausto, Alderman

James Johanson, Alderman

PROCLAMATION

MAY IS BIKE MONTH BLUE ISLAND, IL

Whereas, the bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation; and

Whereas, Blue Islanders will experience the joys of bicycling during the month of May through educational programs, races, commuting events, trail work days, helmet promotion, charity events, or just getting out and going for a ride; and

Whereas, creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and

Whereas, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and

Whereas, the League of Illinois Bicyclists, Blue Island Bike Club, and other organizations across the City will promote bicycle safety during the month of May 2015:

NOW, THEREFORE, I, Domingo Vargas, Mayor of Blue Island, do hereby proclaim the month of May as Bike Month in Blue Island.

BE IT FURTHER RESOLVED that the City of Blue Island urges all who support bicycling to participate in the events planned and urges all road users to share the road safely with bicyclists.

PASSED this 28th day of April, 2015.

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



1939 Union St
Blue Island, Illinois 60406
Ph. (708) 385-2890 - Fax (708) 385-4708

RECEIVED

APR 10 2015

MAYOR'S OFFICE

April 2, 2015

Blue Island City Hall
Office of the Mayor
13051 Greenwood Ave.
Blue Island, IL 60406

Dear Mayor, Domingo Vargas,

Plans are now under way for St. Donatus Parish to hold its 106th Annual Feast and Carnival. This year our carnival will run for five days starting on Wednesday, August 5th through Sunday August 9th, 2015. Our Feast Day Mass will be held at 10:00 a.m. on Sunday, August 9th, 2015.

At this time we would like to ask your permission to hold this event and also to sell beer and wine in our beer garden.

As in the past years, we would like permission to block the following streets and alleys:

High St. will be blocked from Division St. East to the alley and we would use the city parkway on the South from the curb to the city walk.

The alley between High St. and Union St. from Lincoln St. West to our lot will be open only to local traffic.

Division St., from Union St. to High St. will again be used with the exception of a fire lane, on the West side of Division St.

We would also like to have the Blue Island Police Officers on our grounds throughout the week for security, and if possible to have them on hand on Sunday when we have our procession through the streets of our parish.

We would like to request a waiver of the permit fee again this year and thank you in advance for your cooperation in helping to make our Feast and Carnival a big success,

Sincerely,


Rev. Diego F. Cadavid, Pastor

DISTRICT 130 PUBLIC SCHOOLS

Veterans Memorial School
12320 S. Greenwood Ave. Blue Island, Illinois 60406 (708)385-6630

March 2015

City of Blue Island

As part of the Blue Island School District 130 *FIT FOR LIFE* initiative, we are planning a 1 and 2 mile Walk/Run for all Paul Revere Primary, Paul Revere Intermediate, Veterans Memorial, and Kerr students on Thursday, May 21st. We are asking for the city's assistance in making this a safe and fun activity for everyone. The race will begin at 123rd and Gregory at approximately 9:15 a.m. We will need the streets blocked off to create the marathon route. The proposed route will be as follows: East on 123rd to Irving, North on Irving to 120th St, West on 120th St, then South on Gregory back to the building. We are also requesting to have police presence at the beginning of the marathon to help with crowd control.

The marathon will end at approximately 12:30p.m. Afterwards, we will convene at Hart Park for an awards ceremony and lunch and music. The entire event will end at approx. 1:30p.m. Your assistance with this project is greatly appreciated.

Sincerely

RaeaAnn Zylman
Veterans Memorial School

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

**RESOLUTION
NUMBER 2015-012**

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION
OF AGREEMENT FOR OPERATION AND MAINTENANCE OF
COMMUTER PARKING FACILITY IN THE CITY OF BLUE
ISLAND LOCATED AT VARIOUS METRA FACILITIES.**

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

**1st Ward CHRISTINE BUCKNER
2nd Ward LETICIA VIEYRA
3rd Ward NANCY RITA
4th Ward MARCIA STONE
5th Ward JANICE OSTLING
6th Ward DEXTER JOHNSON
7th Ward NANCY THOMPSON**

**TOM HAWLEY
FRED BILOTTO
KEVIN DONAHUE
CANDACE CARR
KENNETH PITTMAN
JAIRO FRAUSTO
JAMES JOHANSON**

Aldermen

RESOLUTION NO. 2015-012

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT FOR OPERATION AND MAINTENANCE OF COMMUTER PARKING FACILITY IN THE CITY OF BLUE ISLAND LOCATED AT VARIOUS METRA FACILITIES

Whereas, there are multiple commuter parking facilities within the City of Blue Island owned by Metra and provided for the convenience of commuters; and

Whereas, the Council finds it is in the best interests of the City to enter into an agreement with Metra relating to the maintenance and operation of certain parking facilities within the City;

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

The authority under this Resolution shall extend to the execution of the agreement for operation and maintenance of certain parking facilities, the terms of which shall substantially conform to the attached Exhibit A. 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.

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

ADOPTED this 28th day of April, 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 28th day of April, 2015.

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

ATTESTED and Filed in my office this
28th day of April, 2015.

CITY CLERK

**AGREEMENT FOR OPERATION AND MAINTENANCE
OF COMMUTER PARKING FACILITY IN THE CITY OF BLUE ISLAND**

THIS AGREEMENT is entered into as of this _____ day of _____, 2015, by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**") and City of Blue Island, an Illinois municipal corporation ("**Municipality**"). Metra and Municipality are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties.**"

RECITALS

A. Metra owns the commuter parking facilities located south of Vermont Street and east and west of Metra's Rock Island District Line, in the City of Blue Island, described as Metra Lot #2 and Metra Lot #4 ("**Commuter Parking Facility**" or "**CPF**") as well the property south and east of the station facility ("**Landscaped Area**") on the property owned by Metra identified by permanent index numbers 25-31-301-004, 25-31-302-001, 25-31-309-001 25-31-309-001, and a portion of 25-31-500-003, as delineated on **Exhibit A** attached to and made a part of this Agreement ("**Premises**").

B. Metra desires to grant to Municipality the right to manage, operate, and maintain the Parking Facility and Landscaped Area on the Premises (hence forth, the Landscaped Area and the Parking Facility combined shall be referred to simply as the Parking Facility) .

C. The Parties have determined that the management, operation, and maintenance of the Parking Facility on the Premises is in the best interest of the public and serves a valid public purpose.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Metra does hereby grant to Municipality the right to manage, operate and maintain the Parking Facility subject to and in accordance with the following terms covenants and conditions:

1. **FEE AND TERM.** Municipality covenants and agrees to pay Metra the sum of Ten Dollars (\$10.00) as an annual use fee for the Station Facility. Municipality's obligations and right to use the Station Facility under the terms and provisions of this Agreement shall commence on the day and year first above written or upon written notice from Municipality, with written recognition and acceptance by Metra, of the first day of operation, or another date mutually accepted by the Parties, and shall continue in force and effect for a period of ten (10) years from said date ("**Use Term**") unless otherwise terminated as provided under the terms and conditions of this Agreement. Metra may at any time terminate this Agreement by giving Municipality ninety (90) days prior written notice of its intention to so terminate.

2. PURPOSE OF USE.

(a) The Parties agree that the purpose of this Agreement is to ensure that the Premises is protected, maintained and operated as a Parking Facility with daily rates for public parking. Municipality desires to control access to said Premises and operate and maintain the Parking Facility pursuant to the terms and conditions of this Agreement.

(b) Parking lot fees set and collected by Municipality shall be standardized for all patrons of the Parking Facility and Municipality shall under no circumstances discriminate against non-residents of the Municipality in setting parking fees. The Parking Facility shall be operated as a daily fee parking lot with spaces available on a first come, first served basis. Municipality shall have the right to issue monthly convenience passes, with Metra's written consent. Parking shall remain on a first come, first served basis with no spaces designated or segregated for holders of the convenience passes. Metra reserves the right, at any time, to review and approve the amount of the parking fees charged by Municipality, which approval shall not be unreasonably withheld provided, however, that the proposed increase is consistent with regional standards for Metra parking lots.

(c) Municipality, upon the prior written consent of Metra, may be permitted to use the CFP, or any lesser portion thereof, on Saturdays and Sundays for Municipal events. Prior written approval from Metra shall not be unreasonably withheld. Any other entity wanting to use the CFP shall be required to enter into a Right of Entry Agreement with Metra.

3. **USE BY METRA AND PUBLIC.** Metra further reserves unto itself, its successors and assigns, permittees and licensees the right to use said Premises in the general conduct of its railroad business including endeavors for the convenience of its commuters and the public. Municipality shall not interfere with or infringe upon Metra's or the public's lawful use of the said Premises so reserved. Municipality further agrees that Municipality and Municipality's employees and invitees in and about said Parking Facility shall be subject to the general rules and regulations of Metra relating to said commuter parking facilities and to Metra's railroad operations. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their conduct and reserves the right to enter upon said Premises at any time and to eject therefrom any disorderly person or persons.

4. MAINTENANCE, ACCESS, AND RELOCATION.

(a) Municipality, at its own cost and expense, shall manage the Parking Facility and shall be responsible for the performance of "**Routine Maintenance**" throughout the Use Term. Routine Maintenance shall include but shall not be limited to snow removal, salting, insurance, lighting upkeep, sealing and patching pavement, restriping as needed (but, no less than every five years), repairing and replacing parking signage, and payment of utility expenses associated with the operation of the Parking Facility on the Premises. Municipality shall also be responsible for capital improvements to the Parking Facility including but not limited to major rehabilitation, excavation, demolition of structures, new construction, light standard placement or replacement necessitated by damage to a structure.

(b) In the event Municipality fails to manage, operate or maintain the Premises and the Parking Facility in accordance with the terms and provisions of this Agreement, Metra may provide, or cause to be provided, such management, operation and maintenance services and Municipality shall reimburse Metra for the cost of said management, operation and maintenance services within thirty (30) days of Municipality's receipt of a written demand for payment from Metra. Such reimbursement shall be made from "Revenues" or the capital improvement account as defined in Section 6.

(c) Municipality, at its own cost and expense, shall be responsible for the "Standard Maintenance" of all landscaping on and along the Premises. For purposes of this Agreement, Standard Maintenance shall include without limitation watering, weeding, mowing, trimming, mulching as dictated by the specific plantings on the Premises and Parking Facility, and the replacement or removal of dead shrubs and trees pursuant to municipal ordinances regarding landscaping.

(d) Metra reserves the right to relocate the Parking Facility or any portion thereof, at its own cost and expense, in the vicinity of the Premises with no liability for damages to Municipality's interest in the Parking Facility resulting from such relocation; provided, however, that Metra shall give Municipality sixty (60) days prior written notice of its intention to relocate the existing Parking Facility or portion thereof.

5. **RAIL SERVICE.** Metra makes no warranties or representations, expressed or implied, as to continued rail service to the Premises.

6. **PARKING REVENUES.**

(a) All parking fees or other revenue derived from Municipality's use of the Premises and the Parking Facility ("**Revenues**") shall first be utilized for Routine Maintenance, Standard Maintenance and administrative expenses incurred from the operation of the Parking Facility. The remainder shall be deposited in a capital improvement account, designated specifically for the Parking Facility or Metra improved facilities to be used for future renovation or rehabilitation of the Parking Facility. Municipality agrees not to use the revenues from the Parking Facility or from Metra improved facilities for capital improvements to non-Metra facilities. Upon termination of this Agreement, Municipality shall deliver all remaining revenues, including, without limitation, those on deposit in such capital improvement account, to Metra (grace period).

(b) Municipality shall establish and maintain adequate accounting records of all Revenues collected and expenses incurred based on generally accepted accounting principles consistent with the manner Municipality maintains records of its other accounts in order to ensure compliance with this Agreement. Municipality shall permit and shall require its contractors to permit Metra, the Regional Transportation Authority ("**RTA**"), the Northeast Illinois Regional Commuter Railroad Corporation ("**NIRCRC**") or any other agency authorized to perform such audit and inspection, to inspect all work, material and other data and records with regard to the Revenue collected and to audit the books and accounts of Municipality and its contractors with respect to said Revenues. Municipality shall submit to Metra (due date) an annual audit of its records relating to the Revenue collected and shall make its records available

to Metra a statement of revenues collected and spent. Furthermore, Municipality shall immediately notify Metra if the Parking Facility is to be used in a manner substantially different from that intended by this Agreement. At the option of Metra, Metra and Municipality shall conduct a yearly joint inspection of the Premises and the Parking Facility to assure compliance with the terms of this Agreement.

7. **LICENSE TO OPERATE.** Municipality shall pay for the cost of any licenses, permits, or fees required by federal, state or local rule, regulation, ordinance or law necessary to manage, operate and maintain the Parking Facility.

8. **SIGNS.**

(a) Municipality shall not post or place any signs on the Premises without having first received Metra's approval of the content, design and location of the sign, which approval shall not be unreasonably withheld, provided, however, that no signs shall be permitted on or about the exterior facade of the Station Facility.

(b) Metra reserves the right post or place signs of any type or design on any property owned and/or controlled by Metra within the Municipality. Further, Municipality shall not cause any tax or fee to be assessed against the signs or be required of Metra or Metra's contractor(s) for the installation and maintenance of any signs.

9. **COMPLIANCE (LEGAL AND INSURANCE).**

(a) Municipality shall not use or permit upon the Premises anything that will invalidate any policies of insurance held by Metra or Municipality now or hereinafter carried on or covering the Premises, the Parking Facility or any improvements thereon. Municipality shall manage, operate, maintain, and use the Premises and the Parking Facility in compliance with the requirements of all local, state, and federal ordinances, laws, rules, and regulations in effect during the Use Term.

(b) Throughout the Use Term, Municipality agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-7093) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department evidencing the acquisition of the required insurance. Such policies of insurance or self-insurance shall include commercial general liability, automobile, workers compensation, and when required, railroad protective liability insurance coverage as stated on **Exhibit B** attached to and made a part of this Agreement ("**Insurance Requirements**"). To the extent permitted by law, said insurance shall show *The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation,* as additional insureds and shall be endorsed to assume the contractual obligations of Municipality as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance

policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) Municipality and its agents shall not permit the existence of any nuisance on the Premises or during the operation of the Parking Facility; shall not create dangerous or hazardous conditions on the Premises, nor allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Municipality or its agent shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises or the Parking Facility. If, as a result of the Municipality's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Municipality shall protect, hold harmless, defend and indemnify Metra, RTA and NIRCRC from and against any and all losses, penalties, fines, costs, damages or expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations.

(d) Municipality and its agents agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Use Term. Should any contamination or other environmental condition occur or result from Municipality's use or occupancy of the Premises, Municipality will be responsible for all costs associated with its mitigation, cleanup and any related liability. Municipality specifically agrees to indemnify, defend and hold harmless Metra, RTA and NIRCRC from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from Municipality's use or occupancy of the Premises.

(e) Municipality's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the RTA or the NIRCRC as additional insureds shall not, at any time, operate as a waiver to Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement.

(f) During the Use Term, Metra may make commercially reasonable increases in the amount of insurance required by Municipality or its contractor(s) and/or sub-contractor(s) under the terms and provisions of this Agreement.

10. WAIVER AND INDEMNIFICATION.

(a) To the fullest extent permitted by law, the Municipality hereby assumes and agrees to release, acquit and waive any rights which Municipality may have against and forever discharge Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement or which may occur to or be incurred by the Municipality, its employees, officers, agents and all other persons acting on the Municipality's behalf while on the Premises or arising from the condition of the Premises during the term of this Agreement, except to the extent such injuries or damages are

caused by the negligence or willful misconduct of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

(b) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Municipality, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, or, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or willful misconduct of Metra, the RTA or the NIRCRC. Metra agrees to notify the Municipality in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The Municipality further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Municipality shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld.

(c) Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence or willful misconduct of Metra, the RTA or the NIRCRC with respect to any construction work performed by the Municipality or those performing on behalf of or with the authority of the Municipality in violation of the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

11. CONTRACTOR INDEMNIFICATION AND INSURANCE.

(a) In all contracts executed by Municipality for maintenance of the Premises and the Parking Facility (including snow removal) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys'

fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees or the failure to perform such work.

(b) Municipality will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees..

12. **IMPROVEMENTS.** Municipality shall not make any improvements to the Premises without having first obtained the prior written consent of Metra. Municipality shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises and the Parking Facility to Metra's Right-of-Way Administrator for review and approval (improvements shall not include such items of Routine Maintenance and Standard Maintenance as described in section 4 of this Agreement). Metra reserves the right to require Municipality's contractors to enter into a Right of Entry Agreement prior to commencing work on the Parking Facility, the Premises, or any other Metra property. Metra further reserves the right to have its employees, agents or independent contractors perform such work set forth in the plans and specifications it approves and Municipality agrees to pay the cost of all such improvements performed by or on behalf of Metra, whether by Metra's employees, agents or independent contractors.

13. **LIENS.** Municipality agrees not to suffer or permit any lien of mechanics or materialmen to be placed against any portion of the Premises or Parking Facility, and in case of any such lien attaching to the Premises or Station Facility, Municipality shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days or provide a bond or security acceptable to Metra sufficient to discharge such lien and any interest accrued thereon. It is further agreed by the Parties hereto that Municipality has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Municipality, operation of law, or otherwise, to attach to or to be placed upon Metra's title or interest in the Parking Facility, and any and all liens and encumbrances created or suffered by Municipality or its tenants shall attach to Municipality's interest only.

14. **TAXES.** Municipality shall be responsible for payment of all real estate taxes and special assessments, if any, assessed against the Premises, including but not limited to real estate taxes assessed as a result of Municipality's assignment or license of all or any portion of the Premises to a third party. Municipality shall protect, indemnify, defend and forever save and keep harmless Metra, RTA, NIRCRC, and their directors, employees and agents licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for failure to pay real estate taxes or special assessments assessed against the Premises on or before the date payments of such taxes are due. Metra represents that the Premises is currently exempt from real estate taxes and Metra shall use its reasonable best

efforts not to take any actions during the Use Term that would result in the loss of the tax exempt status of the Premises; provided, however, that nothing in this Agreement shall be construed to prohibit the lease or license of the Premises, or any portion thereof, to a third party as long as such third party is responsible for the payment of all real estate taxes assessed against the leased or licensed premises.

15. **CAUSE FOR BREACH.** If Municipality defaults in any of Municipality's undertakings or obligations of this Agreement and Municipality receives written notice of such default from Metra, then such event or action shall be deemed to constitute a breach of this Agreement and if such default remains uncured for thirty (30) days after notice in writing, this Agreement and Municipality's use of the Premises shall automatically cease and terminate unless such cure period is extended in writing by Metra.

16. **WAIVER OF REMEDIES.** No waiver of any default of Municipality shall be implied from omission by Metra to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Metra from Municipality (a) after any default by Municipality, (b) after the termination of Municipality's use, (c) after the service of any notice or demand, (d) after the commencement of any suit, or (e) after final judgment for possession of the Premises, shall waive such default or reinstate, continue or extend the Use Term or affect in any way such notice or suit, as the case may be.

17. **SURRENDER OF PREMISES.** Upon the termination of this Agreement or Municipality's use of the Premises by any manner, means, or contingency whatsoever, Municipality shall, if required by Metra, remove all of Municipality's improvements and/or property from the Premises, fill all excavations that have been made by Municipality and deliver possession of the Premises to Metra in as good a condition than that which existed immediately prior to the commencement of the Use Term, ordinary wear and tear excepted. Should the Municipality fail to perform such removal or restoration, then Metra, at its election, may either remove the Municipality's improvements and property and restore the Premises to its former state at the sole expense of Municipality or may retain the Municipality's improvements and property as Metra's sole property. Should Municipality retain possession or use of the Premises or any part thereof after the termination of Municipality's use by Metra or as otherwise provided for in this Agreement, any such holding over shall not constitute an extension of Municipality's use and Municipality shall pay Metra all damages, incidental or consequential as well as direct, sustained by Metra, RTA and NIRCRC and their respective directors, employees, agents and licensees by reason of such retention of possession or use. The provisions of this Section 17 do not exclude the Metra's rights of reentry or any other rights to recover use and possession of the Premises afforded Metra by law.

18. **REENTRY.** If Municipality shall breach or default in any of the terms of this Agreement and if such breach or default is not cured as provided in Section 15 above, or if Municipality's use of the Premises shall expire or terminate in any manner, it shall be lawful for Metra then or at any time thereafter to reenter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession of the Parking Facility; provided, however, that Municipality shall have the right to remove certain of Municipality's property as hereinabove provided and to use its property in any manner that

does not reasonably interfere with Metra's property rights. No termination of Municipality's use shall release the Municipality from any liability or obligation that accrued prior to said termination.

19. **CUMULATIVE RIGHTS.** All rights and remedies of Metra shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

20. **SALE OR ASSIGNMENT.** Any assignment or transfer of this Agreement or the Premises by Municipality without the written consent of Metra its successors and assigns shall be void. Unless specifically released in writing by Metra, Municipality shall remain primarily liable to Metra regardless of Metra's consent to an assignment or sublicense by Municipality. No act of Metra, including acceptance of money by Metra from any other party, shall constitute a waiver of this provision.

21. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by Metra or Municipality at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

(a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract Management
Phone: (312) 322-8006
Fax: (312) 322-7098

(b) Notices to Municipality shall be sent to:

City of Blue Island
Office of the Mayor
13051 S. Greenwood Avenue
Blue Island, Illinois 60406
Attn: Asst. to the Mayor
Phone: (708) 597-8603
Fax: (708) 597-1221

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

22. **USE RESTRICTIONS.** Municipality agrees that none of the Premises and the

Parking Facility will be used, nor will Municipality permit them to be used, for parking within twenty (20) feet of the centerline of any trackage. Any portion of the Premises within twenty (20) feet from the nearest rail of any trackage shall be used only for the construction, maintenance, repair and renewal of platforms and other railroad improvements located within the railroad right of way (subject to legal clearance requirements and Metra's clearance requirements) and for no other purpose whatsoever. Any construction, rehabilitation or repair work performed by or on behalf of the Municipality occurring within twenty (20) feet of the outer rail of any track will require flagging protection provided by Metra at Municipality's sole cost and expense. Municipality and/or its contractors shall also purchase and keep in full force and effect railroad protection liability insurance during the performance of any such work.

23. MISCELLANEOUS PROVISIONS.

(a) This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors or assigns.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

24. SEVERABILITY. Metra and Municipality agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law and does not represent a material change to the rights or obligations of the Parties.

25. ENTIRE AGREEMENT. All of the representations and obligations of Metra are contained herein. Metra and Municipality agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred as a consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

**THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:**

By: _____
Donald A. Orseno, Executive Director/CEO

CITY OF BLUE ISLAND:

By: _____

Its: _____

EXHIBIT B
Insurance Requirements
PARKING FACILITY OPERATION AND MAINTENANCE AGREEMENT
CITY OF BLUE ISLAND

Commercial General Liability Insurance (ISO Broad Form) of the type that normally provides coverage for general liability, or other liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate combines single limits for bodily injury or death to person or persons and property damage per occurrence. The CGL policy shall include the following coverage limits:

Automobile Liability Insurance of the type that normally provides coverage for general liability insurance in a minimum amount of \$1,000,000 per occurrence, combines single limit for bodily injury or death to person or persons and property damage.

Workers Compensation Insurance of the type that normally provides statutory coverage in a minimum amount of \$1,000,000.

The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation shall be designated as Additional Insured on said policies.



Land Use and Open Space Management Agreement

04/28/2015

I. Introduction and Purpose

Blue Island Organic and Sustainable (BIOS) growers seek to manage land leased to the City of Blue Island by the Metropolitan Water Reclamation District for activities related to the Cal-Sag Trail by growing and providing food to the local community. This Land Use and Open Space Management Agreement grants BIOS permission to manage approximately 2 acres north of Canal Street at Hoyne Avenue. The agreement is for two years.

II. Discussion/Highlights

BIOS will be responsible for growing organic vegetables and other farm crops. Crops will be available at local markets and restaurants, including establishing a Blue Island Farmers Market. BIOS will be responsible for site maintenance, labor and insurance, saving the City the costs associated with maintaining open space.

III. Conclusion and Recommendation

The Community Development Committee has recommended approval of the Land Use and Open Space Management Agreement.

Staff contact: Jason Berry, ACIP, Deputy Director of Community Development

Email: jberry@cityofblueisland.org

LAND USAGE AND OPEN SPACE MANAGEMENT AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2015, by and between the City of Blue Island, hereinafter referred to as "City" and Joe O'Meara and Larry O'Toole d/b/a the Blue Island Organic and Sustainable Farm hereinafter collectively referred to as "Growers." The parties execute this Agreement for the purpose of memorializing the conditions of management, use and farming activities relating to certain parts of the Cal-Sag trail by the Growers. The City and the Growers, for the mutual considerations stated herein and for the faithful performance of all covenants and conditions set forth herein, agree as follows:

1. TERMS OF USE

Subject to the terms, conditions and limitations contained in this Agreement, the City hereby grants permission to the Growers, and the Growers hereby agrees to provide farming services and use certain portions of the Cal-Sag trail attached as Exhibit A for farming in exchange for the value of \$1.00 receipt of which is hereby acknowledged. This agreement shall terminate two years from the date of execution as indicated above.

2. SCOPE OF SERVICES AND USES

The City and Growers wish to collaborate to provide healthy, fresh food for the local community, to put into productive use neglected or underused land along the Cal-Sag channel, to augment the "green corridor" development of the Cal-Sag land by promoting organic farming, and to provide community and economic development. To achieve such ends, the Growers agree to grow organic vegetables and other farm grown foods on approximately two acres along the Cal-Sag trail in areas designated by the City and will use and occupy the approved areas solely for the purpose of the goals and for related accessory uses or purposes. The Growers will observe, abide by and conform to all rules and regulations, and such further rules and regulations as from time to time may be put in effect by the City, for the general safety, comfort and convenience of the public including applicable local ordinances.

3. GENERAL RESPONSIBILITY FOR APPROVED AREAS

The Growers' signature on this Agreement signifies that the Growers (i) has visited the approved area/s of the Cal-Sag trail, (ii) has inspected the area/s and the appurtenances thereto, and (iii) is fully acquainted with the condition of the areas. The Growers accepts the area/s in the present condition and acknowledges that it is suitable for the Growers' intended use.

The Growers, at its sole cost and expense, shall furnish all necessary labor required for the Growers' use of the approved area/s. The City, by and through its representatives, reserves the right to enter onto the area/s and take appropriate action as necessary for health, safety or welfare reasons. The Growers hereby waives any and all claims for damages of any kind against

the City by reason of or relating to the exercise of such authority as it relates to preservation of public health and safety.

At all times during the term of this Agreement, the Growers shall, at the Growers' sole cost and expense, keep the area/s in good order, condition and repair, and clean, sanitary and safe, ordinary wear and tear excepted. The Growers shall comply with all federal, state and local requirements of law, by statute, rule, ordinance or otherwise, affecting the area/s and all appurtenances thereto for the duration of this Agreement. The City will not be required to make any repairs to the area/s occasioned by the act or neglect of the Growers, its agents, employees, guests, clients, customers, patrons or invitees. Any of the foregoing repairs required to be made by reason of the negligence of the Growers, its agents, employees, guests, clients, customers, patrons or invitees shall be the responsibility of the Growers. The Growers will not allow any nuisance(s) to exist with respect to the area/s for the duration of this Agreement.

The Growers will not alter the area/s or place, install or attach any permanent fixtures or equipment to be used in connection with the Growers' purpose without obtaining the City's prior approval to (i) such improvements and (ii) the manner in which said fixtures and equipment are to be installed and located.

At the termination, expiration or cancellation of this Agreement, the Growers shall deliver the area/s to the City in the same condition as the Growers received it. The Growers shall promptly remove all its equipment, fixtures and any other installations, alterations or improvements before surrendering the area/s as aforesaid. The Growers will repair any damage caused by the removal of such items. The Growers' obligation to observe or perform this covenant will survive the expiration or other termination of the lease term. The City reserves the right to remove from the area/s, at the sole expense of the Growers, any and all effects remaining on the area/s in the event that the Growers fail to do so.

4. SPECIAL CONSIDERATIONS AND OBLIGATIONS

To all extents possible, the Growers shall comply with the following gardening best practice standards:

- a) Growers should follow USDA organic standards for management, and should obtain organic certification if relevant. All substances applied to the soil or crops should be on the NOP (National Organic Program) list of approved organic products, or OMRI (Organic Materials Review Institute) certified. Growers may not grow illicit narcotic plants and fungi (e.g., cannabis, poppies, "magic mushrooms," coca bush, peyote, etc.).
- b) Growers shall dispose of weeds and plant materials in designated compost areas. If Growers composts more than 25 cubic yards at any one time. Growers must first obtain all required permits. Growers may only compost vegetable matter grown on the approved area/s and may not use such compost material on other property.

- c) No on-site parking or motorized vehicles shall be allowed on the approved area/s except when Growers is making temporary deliveries or pickups of material from and into the approved area/s.
- d) Growers shall maintain all fuel-powered equipment used on the approved area/s in good condition and repair, with no leaks. If fuel-powered equipment malfunctions and/or is no longer operable. Growers shall repair such equipment within 30 days or remove it from the approved area/s. If Growers performs equipment repairs or fueling on the approved area/s, Growers shall implement proper petroleum spill prevention and control measures and best management practices, including, without limitation, providing secondary containment for any fuel storage or during fuel transfer, conducting fuel transfer and equipment repairs on a paved surface, and storing and maintaining spill response materials on the approved area/s.

5. HOLD HARMLESS AND INDEMNIFICATION

The approved area/s shall be used and maintained by the Growers for its convenience and accommodation throughout the period of occupancy. The Growers shall defend, indemnify and hold the City and the Metropolitan Water Reclamation District (MWRD) harmless from any and all liability for all claims, actions, demands and expenses (including attorney's fees) resulting from or in any way connected with, or alleged to have arisen from the Growers' use or occupancy of the approved area/s, including but not limited to actions or inactions of the Growers, its agents, employees, guests, clients, customers, patrons or invitees, and the Growers' breach of any of the terms or conditions of this Agreement. The Growers shall pay for any and all damage to the approved area/s sustained during the period of use.

Except for damage or injury proximately caused by the City's sole negligence, the City shall not be responsible for any damage or injury that may occur to the Growers or to the Growers' agents, employees, guests, clients, customers, patrons, invitees or property from any cause whatsoever prior, during or subsequent to the period covered by this Agreement; and the Growers hereby expressly releases the City and MWRD from such loss, damage or injury and agrees to defend, indemnify and hold the City and MWRD harmless therefrom.

6. INSURANCE AND LICENSES

Upon execution of this Agreement, the Growers shall procure and maintain a general liability insurance policy with the City and MWRD as additional insureds in the amount of One Million Dollars (\$1,000,000.00). The Growers will, within thirty (30) days, furnish the City with original certificates of insurance.

The Growers shall apply for and obtain any necessary approvals pursuant to the applicable local ordinances.

7. MISCELLANEOUS

If either party cancels, they must give 90 day written notice. If Growers cancels, they must return the site to its previous condition by the cancellation date, or pay to have it returned to such condition. If City cancels, they must compensate Growers farm for the value of the crops for the remainder of the year. The parties acknowledge and understand that this Agreement may be cancelled at any time by virtue of action taken by MWRD or the Illinois Environmental Protection Agency or circumstances beyond the parties' control. In the event of such cancellation or termination by actions other than the parties, the 90 day notice is deemed waived. The obligations herein with respect to the maintenance and repair of the approved areas will continue in effect regardless of cancellation or termination of this Agreement.

This Agreement may be modified only by a written amendment or addendum, which has been executed and approved by the appropriate officials. The parties involved shall meet yearly, or more frequently as needed, to update and improve the agreement. The Growers is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

The Growers shall not assign, transfer, or encumber this Agreement without the prior written approval of the City, and shall not allow any other users to come in, with, or under the Growers without like written approval. Any assignment of use or occupancy, notwithstanding the consent of the City, will not in any manner release the Growers herein from its continued liability for the performance of the provisions of this Agreement and any amendments or modifications hereto.

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not operate to invalidate any other provision hereof. This Agreement will be construed without reference to titles of sections or clauses, which are inserted for convenient reference only.

This Agreement, the exhibits hereto and the documents incorporated herein by reference form the entire agreement between the City and the Growers. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect. Any matters not herein expressly provided for shall be at the discretion of the Mayor or his designee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

CITY:

**CITY OF BLUE ISLAND
13051 Greenwood Avenue
Blue Island, IL 60406**

Mayor: _____

City Clerk: _____

GROWERS:

**Joe O'Meara and Larry O'Toole
[Address]**

SCHOOL

CHICAGO ST.

HOYNE AVE.

CANAL ST.

1" = 100'

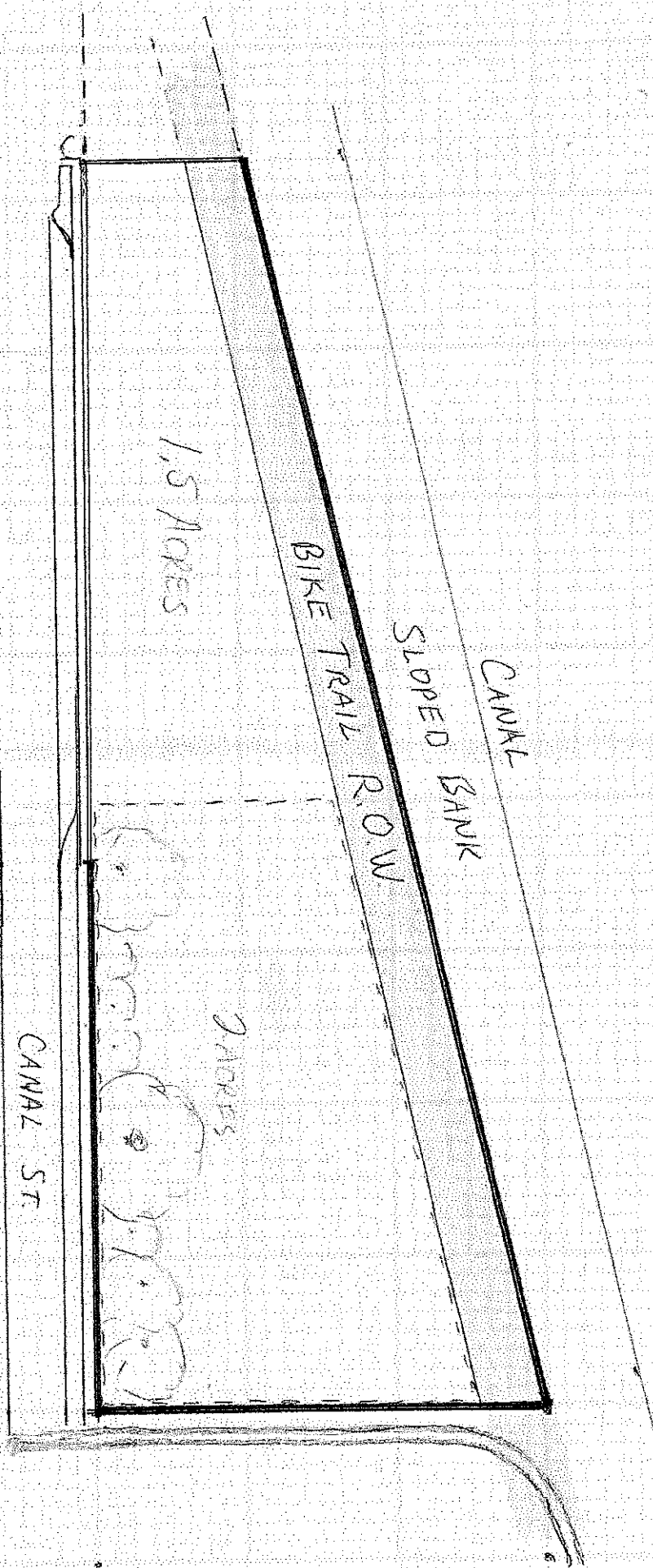
1.5 ACRES

2 ACRES

BIKE TRAIL R.O.W

SLOPED BANK

CANAL





Bluestone Single Tenant Properties Redevelopment Agreement **04/28/2015**

I. Introduction and Purpose

The City of Blue Island has negotiated a Redevelopment Agreement (RDA) with Bluestone Single Tenant Properties (BSTP) for the redevelopment of the northwest corner of Burr Oak Avenue and Vincennes Road. The proposed development would demolish the existing 40,000 SF former Jewel store and redevelop the site with a fuel center and convenience store plus a second site to be redeveloped for retail or restaurant use.

II. Discussion/Highlights

BSTP is purchasing the site from Albertsons and has a lease agreement with Thorntons to operate the fuel center and convenience store. Provided BSTP meets its contingencies, they will close on the property and have a final agreement with Thorntons by September 1, 2015. Demolition and site remediation would begin in Fall 2015 and construction in Spring 2016. The RDA requires BSTP to provide proof of a minimum \$7,000,000 investment cost.

BSTP has requested an economic incentive of 50% sales tax rebate plus 90% of TIF 6 funds (which boundaries are limited to this site alone). Blue Island has agreed to a rebate incentive up to \$1,500,000. If the second site is not developed by December 31, 2018 the incentive is reduced to \$1,250,000. Additionally, the incentive includes \$100,000 for the install green infrastructure—failure to install would further reduce the total incentive. The minimum incentive is \$1,150,000, approximately 16% of the minimum development costs.

III. Conclusion and Recommendation

Finance Committee has recommended approval of the Redevelopment Agreement with Bluestone Single Tenant Properties.

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

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

**ORDINANCE
NUMBER 2015-014**

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS, APPROVING AN AGREEMENT FOR
REDEVELOPMENT OF 127TH STREET & VINCENNES,
BLUE ISLAND, 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. 2015-014

AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, APPROVING AN AGREEMENT FOR REDEVELOPMENT OF 127th STREET & VINCENNES, BLUE ISLAND, ILLINOIS

WHEREAS, by Ordinance No. 11-149 adopted by the Mayor and City Council (the “*Corporate Authorities*”) of the City of Blue Island, Cook County, Illinois (the “*City*”) on December 13, 2011, a Tax Increment Financing Redevelopment Project and Plan (hereinafter the “*Redevelopment Plan*”) was approved, which Redevelopment Plan covered an area of approximately 3.21 acres commonly known as 127th Street and Vincennes, improved with a vacant store of approximately 40,000 square feet, previously occupied by a Jewel Food Store (the “*Subject Property*”); and,

WHEREAS, by Ordinance No. 11-150 and No. 11-151, respectively, adopted by the Corporate Authorities on December 13, 2011, the City designated the Subject Property as a “redevelopment project area” and adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (hereinafter referred to as the “*Act*”); and,

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (the “*Code*”), as from time to time amended, and more specifically, Sec. 8-11-20 of the Code (the “*Rebate Act*”), the Corporate Authorities are empowered to enter into economic incentive agreements or redevelopment agreements relating to the development or redevelopment of land within the City’s corporate limits by which the City is authorized to rebate a portion of its retailer’s occupation taxes received by the City pursuant to the Illinois Retailers’ Occupation Tax Act (35 ILCS 120/1 *et seq.*) as a direct result of such development or redevelopment; and,

WHEREAS, pursuant to the Business District Development and Redevelopment Law (65 ILCS 5/11-74.3 *et seq.*) (the “*Business District Act*”), by Ordinance No. 2015-011, on March 24, 2015, the Corporate Authorities established the Western Avenue Business Development District, which business district included the Subject Property, and imposed a retailers’ occupation tax and a service occupation tax in the amount of one percent (1%) to pay redevelopment costs as authorized by the Business District Act; and,

WHEREAS, Bluestone Single Tenant Properties, LLC, a Delaware limited liability company (the “*Developer*”), has advised the City that it has entered into an agreement to purchase the Subject Property and intends to demolish the existing structure thereon which has been vacant for over five (5) years; enter into a long term ground lease with a recognized fuel center operator to develop a convenience store of approximately 4,400 square feet which shall sell limited groceries, dispensed beverages, snack foods, and packaged beer and wine and a fuel center with no less than ten (10) multi-product fuel dispensers for automobiles and diesel vehicles; and, construct or engage a qualified operator to construct a structure of no less than 2000 square feet for retail and/or restaurant use; and,

WHEREAS, the Developer has demonstrated to the City that it has the knowledge, experience and expertise in the development of quick service restaurants, convenience stores and fuel centers; however, in the case of the Subject Property, it has advised the City that due to the extraordinary costs required for the development of the Subject Property including environmental remediation, demolition of the existing structure thereon and extensive site preparation, the Developer is unable to proceed with the redevelopment of the Subject Property without financial assistance from the City; and,

WHEREAS, the Developer has also advised the City that it is prepared to include, in its redevelopment of the Subject Property, “Green Infrastructure”, as defined in the Agreement for Redevelopment of 127th Street & Vincennes, Blue Island, Illinois (the “*Agreement*”); and,

WHEREAS, the City recognizes that the development of the Subject Property is of vital importance to the City given its strategic location at the prime intersection of the City’s commercial corridor and therefore is prepared to utilize the economic incentives available pursuant to the Act, the Rebate Act and the Business District Act, in order to induce the Developer to incur extraordinary costs to create a commercial center to serve the community, provide job opportunities for its citizens and increase its tax base; and,

WHEREAS, the City Finance Committee reviewed and discussed the proposed Agreement on April 21, 2015, and as a result of said review and discussion, voted unanimously to recommend that the City Council approve the Agreement.

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

Section 1. That the Agreement for Redevelopment of 127th Street & Vincennes, Blue Island, Illinois, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 28th day of April, 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 28th day of April, 2015.

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

ATTESTED and Filed in my office this
28th day of April, 2015.

CITY CLERK

PUBLISHED in pamphlet form this
28th day of April, 2015.

CITY CLERK



Resolution Authorizing the Modification of the Appropriation Ordinance

I. Introduction/Purpose

During the appropriation process, the Finance Department was down 1 employee, a Human Resource Manager. Since the appropriation has been passed there has been some job duties that have been absorbed by other employees within the Finance Department.

II. Discussion/Highlights

Within the Finance Department, there was appropriated for a Human Resource Manager for a salary of \$60,000. Since this passage of the appropriation, the City has moved in the direction of not hiring an additional employee at this time. Also, on the agenda tonight is a resolution to enter into an agreement with ADP for a H/R module. This modification to the appropriation does not increase or reduce the appropriation, it merely moved the funds from account 01-0402-5100 Full-time salaries for \$60,000 to 01-402-7073 Payroll Fees for \$60,000. The H/R module does not cost \$60,000, but it is easier to move the entire amount for the employee into the payroll line.

III. Conclusion/Recommendation

I recommend the approval to modify the appropriation ordinance, not by increasing or decreasing the overall appropriation, just by moving the funds between two accounts.

Prepared by: Matt Anastasia, Director of Finance and Administration

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

**RESOLUTION
NUMBER 2015-013**

**A RESOLUTION AUTHORIZING CERTAIN
INTRAFUND TRANSFERS**

**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. 2015-13

A RESOLUTION AUTHORIZING CERTAIN INTRAFUND TRANSFERS

WHEREAS, the City Council passed an appropriation ordinance (Ordinance 2015-06) containing an appropriation for a full-time position of Human Resource Manager with a salary of \$60,000 within the Finance Department.

WHEREAS, the position remains unfilled and the duties of such position have been assumed by other individuals and outsourced in some respects;

WHEREAS, there was approved a contract for human resource and benefit coordinating services with an independent contractor to perform some of the responsibilities of the human resource manager position;

WHEREAS, the General Expenditures Fund No. 1, Finance Department (402), Salaries Full-Time (5100) has an available balance above that which is anticipated to be paid or otherwise disbursed during the current fiscal year;

WHEREAS, it is anticipated that the General Expenditures Fund No. 1, Finance Department (402) Payroll Fees (6480), and the General Expenditures Fund No. 1, Finance Department (402) Professional Consulting (6180), and the General Expenditures Fund No. 1, Finance Department (402) Accounting Software Service (6185) may require additional expenditures up to \$60,000 for necessary benefits and human resource related tasks provided by a third party contractor;

THEREFORE BE IT RESOLVED, by the City of Blue Island that the Mayor or his designee is hereby authorized to effectuate the intent of this Resolution and take the necessary action to achieve the purposes as stated herein, including the transfer of \$60,000 between the aforementioned accounts within the General Government Fund No. 1, Finance Department (402) as indicated herein.

ADOPTED this 28th day of April, 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 28th day of April, 2015.

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

ATTESTED and **Filed** in my office this
28th day of April, 2015.

CITY CLERK



Resolution Authorizing the Execution of an Agreement with ADP

I. Introduction/Purpose

As of December 31, 2014, the Finance Department has been down a Human Resource Manager. Director of Finance and Administration, Matt Anastasia, and Accounts Payable Clerk, Pam Castro, have since assumed the duties of the Human Resource Manager without hiring another employee.

II. Discussion/Highlights

I have contacted ADP, our current payroll software provider, to see if there were any other options that we could add within our system that would help myself be more efficient with the Human Resource aspect of payroll. We were initially presented with a Comprehensive Payroll tool that would take away almost 90% of the day to day work for Payroll, however, it was too expensive. I requested, under the advisement of the Finance Chair, to ask if there was something in the middle of what we have now and the Comprehensive Payroll. The H/R Module, as presented, is a tool that will help integrate all of the City's benefits with the payroll database. ADP will do the reporting requirements for the ACA Healthcare reform on behalf of the City, while increasing the efficiencies of our day to day operations. The cost for this module is \$9.50 per employee, per month with a one-time implementation fee of \$5,000. This cost would come to roughly \$22,800 annually depending on the amount of employees at each time.

III. Conclusion/Recommendation

I recommend the passage of this resolution to allow for the City to enter into an agreement with ADP for the additional H/R module to help increase the efficiency within the Finance Department without having to hire an additional employee.

Prepared by: Matt Anastasia, Director of Finance and Administration

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

**RESOLUTION
NUMBER 2015-014**

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION
OF ADDENDUM TO MAJOR ACCOUNTS AGREEMENT
BETWEEN THE CITY AND ADP.**

**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. 2015-14

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF ADDENDUM TO MAJOR ACCOUNTS AGREEMENT BETWEEN THE CITY AND ADP

Whereas, the City of Blue Island identified a need to retain specialized services and software to facilitate the management of employee benefits and other human resource related tasks;

Whereas, ADP is a recognized and respected provider of such services and has a history of working with local governments to increase operational efficiency; and

Whereas, the Council finds it is in the best interests of the City to enter into an agreement for ADP to expand the services currently provided to the City to include benefit and human resource related tasks;

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

The authority under this Resolution shall extend to the execution of the addendum to major accounts agreement between the City and ADP, the terms of which shall substantially conform to the attached Exhibits A-D. 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.

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

ADOPTED this 28th day of April, 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 28th day of April, 2015.

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

ATTESTED and **Filed** in my office this
28th day of April, 2015.

CITY CLERK

SALES ORDER

City of Blue Island
13051 Greenwood Ave
Blue Island, IL 60406-2391
United States

Today's Date: 4/13/2015
 Quote Number: 02-2015-741487.1

Control Start Date:

Executive Contact
Matt Anastasia
 Chief of Staff
 mjanastasia@cityofblueisland.org
 708-597-8600

ADP Sales Associate
Lauren Palmer
 lauren.palmer@adp.com
 (312) 935-7219

Number of Employees for Payroll processing : 200 on control: City of Blue Island

Monthly Fees	Count	Min	Base	Rate	Monthly Fee	Annual Totals
Workforce Now HR Solutions	200			\$8.00	\$1,600.00	\$19,200.00
Enhanced HR						
Compliance Reporting			HR Compliance Library			
Policy Acknowledgement			Global HR System of Record:			
Employee Development Tracking			- Multiple Language & Currencies			
Custom Fields			- Country Specific Workflows & Processes			
Organization Charting			- Country Specific Custom Fields & Formatting			
Employee and Manager Self Service			ADP Portal with Customized Content			
Paid Time Off Accruals			Access to Mobile Apps			
Enhanced Benefits						
Multiple Benefit Plan Types			ACA Compliance Dashboard			
Flexible Rate Structures			Dependent & Beneficiary Tracking			
Cobra Event Triggers			Employee Open Enrollment			
Notifications & Approvals			Invoice Auditing			
Benefit Plan Creation						

Billing for Essential Time, Benefits, Recruitment, Performance and Compensation Management will begin on the earlier of (i) the date that ADP Product or Service is available for use by the client in a production environment OR (ii) ninety (90) days from the effective date of this agreement.

Sub Total		\$1,600.00	\$19,200.00
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Invoice Details **Unit Fees**

Implementation Fees	Count	One Time Fee
Implementation for Workforce Now HR Solutions	1	\$5,000.00
Sub Total		\$5,000.00

Promotion:

Three months free of newly purchased modules; Applies to months 7-9 from start date

Summary

Annual Total of Monthly Fees	\$19,200.00
Total One-Time Fees (Total of all one-time fees)	\$5,000.00

Start Date Type	Start Date	Goal
HR	7/20/2015	10 weeks

Contact Type	Contact	Phone
HR	Matt Anastasia	708-597-8600
Payroll	Matt Anastasia	708-597-8600
Executive	Matt Anastasia	708-597-8600
Client Security Master	Matt Anastasia	708-597-8600
Primary	Matt Anastasia	708-597-8600

Control Summary

Control	Control Name	Company Code	Pays
Control 1	City of Blue Island	D3C	200

Client agrees to direct debit of fees for service: Yes

Expiration Date: 5/28/2015

THE ADP SERVICES LISTED ON THIS SALES ORDER ARE PROVIDED AT THE PRICES SET FORTH ON THE ABOVE PAGES AND IN ACCORDANCE WITH ADP'S STANDARD TERMS AND CONDITIONS OF SERVICE ATTACHED TO THIS SALES ORDER. BY SIGNING BELOW YOU ARE ACKNOWLEDGING RECEIPT OF AND AGREEMENT TO SUCH TERMS AND CONDITIONS AND TO THE LISTED PRICES.

ADP, LLC

Client:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**HR, BENEFITS, TALENT MANAGEMENT ADDENDUM
TO
MAJOR ACCOUNTS SERVICE AGREEMENT**

The following additional terms and conditions shall apply only to the extent that the undersigned ("Client") receives HR, Benefits, and/or Talent Management products and services. This Addendum supplements the terms and conditions of the ADP Major Accounts Agreement or such other similar agreement or terms governing the provision of the services by ADP, LLC ("ADP") to Client (the "Agreement").

1. BILLING.

If Client is purchasing ADP's HR, Benefits, and/or Talent Management module(s) and the pricing for such ADP Products and Services is not bundled with Client's pricing for payroll processing services, if any, billing for the HR, Benefits, and/or Talent Management module(s) will begin on the earlier of (i) the date that the module(s) is/are available for use by Client in a production environment OR ninety (90) days from the date of the signature of this Addendum.

2. HR & BENEFITS.

The terms of this Section 2 shall apply only to the extent Client is receiving HR and/or Benefits products and services.

- A. Initial Setup Services.** Client shall promptly deliver to ADP the Client Content as defined in Section 2F below required by ADP to perform initial setup services for HR & Benefits module. Such information and materials shall be in an electronic file format specified by ADP.
- B. Additional Configuration.** After completion of initial setup services, ADP will make any subsequent changes to the configuration of the Client Content at Client's request, in HR & Benefits module at ADP's then current benefits maintenance fees.
- C. Client Review.** Upon completion of any setup services or services referenced in Section 2C above, Client shall review the Client Content included in the HR & Benefits module by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in the HR & Benefits module by ADP that has been reviewed by Client.
- D. HIPAA Business Associate Agreement.** Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), the services provided under HR & Benefits are subject to additional terms and conditions located at <http://www.adp.com/BAA> which are incorporated herein and may be modified from time to time and as required by law.
- E. Carrier Connections.** If Client elects the ADP carrier connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. Additionally, commencement of the carrier connection service is subject to Client completing the configuration setup of Client Content and the format of such transmission to the designated carriers. The terms for setup services and subsequent setup services set forth in Sections 2B and 2D above will apply to setup for the carrier connection service. Further, ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between the HR & Benefits module and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. Finally, Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
- F. Client Content.** For purposes of this Addendum, "Client Content" shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, (ii) all Client information stored on ADP cloud storage service, (iii) Client's trademarks, trade names, service marks, logos and designs and (iv) any other information or

materials provided by Client, regardless of form (e.g., images, graphics, text, etc.), to be included in the HR & Benefits module or any other web-based ADP Product (collectively, "ADP Internet Services"), whether included therein by ADP on behalf of Client as part of its setup services or directly by Client or any of its employees or plan participants. The following provisions shall apply with respect to Client Content:

- i. Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content.
 - ii. Client shall be responsible for obtaining all required rights and licenses to use and display all Client Content in connection with ADP Internet Services. Client hereby grants to ADP for formatting purposes only a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back up copies) and display the Client Content as reasonably necessary to provide ADP Products or perform the Services covered under this Agreement.
 - iii. Client and its employees and plan participants shall not include or provide to ADP for inclusion in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, malicious, which violates any applicable law or regulation or any contract, privacy or other third-party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from any ADP Internet Services any Client Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content.
 - iv. Client acknowledges that, in making ADP Internet Services available, ADP is not acting as an investment advisor, broker-dealer, insurance agent or intermediary or a financial or benefit planner. ADP is not providing any benefits or information related thereto.
- G. Links to Third Party Sites.** The Site(s) may contain links to other Internet sites. Links to and from a Site to other third-party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites.
- H. Transmission of Data.** In the event that Client requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.
- I. Use of Services.** The ADP HR and Benefits products and services are hosted in the United States and are for use in the United States only except that the HR module of ADP WorkforceNow may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time). Clients may also utilize the HR module for storage of employee data for its employees located outside of the United States, however Client shall determine whether such storage is permitted by any applicable data privacy or other laws pursuant to Section 1.E. (Compliance with Laws) of the Agreement.

3. TALENT MANAGEMENT.

The terms of this Section 3 shall apply only to the extent Client is receiving Talent Management products and services.

- A. Use of Services.** The ADP Workforce Now Talent Management solution includes Talent, Recruitment and Compensation Management products and services. Client represents and warrants that it will use ADP Workforce Now Talent, Recruitment, and/or Compensation Management products and services for its own hiring and/or HR management purposes only. Client acknowledges and agrees that ADP will not be deemed to be involved in any hiring decisions or evaluation of candidates in connection with the recruitment services or with any compensation decisions in connection with the compensation management services. The ADP Talent Management solution is hosted in the United States and is for use in the United States only except that the Talent module of ADP WorkforceNow may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time).
- B. Customized Content.** Client understands and agrees that to the extent it chooses to customize any content or documents made available to job candidates through ADP Workforce Now Talent, Recruitment, and/or Compensation Management, including but not limited to job descriptions, online application instructions and questions, Client is responsible for the content of any such customization. Client acknowledges that any content provided by ADP Workforce Now Talent, Recruitment, and/or Compensation Management may not be suitable for all situations or in all locations. Client should review applicable laws in the jurisdictions in which Client operates and should consult with its own

legal counsel prior to utilizing the services.

- C. **Sensitive Data.** If Client implements the Talent, Recruitment, and/or Compensation Management products and services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements, and it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries.

ALL MATTERS COVERED IN THIS ADDENDUM, INCLUDING CLIENT'S USE OF THE MODULE, SYSTEM, SITE AND ADP'S PROVISIONS OF HR & BENEFITS AND/OR TALENT AND RECRUITMENT SERVICES ARE SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT. IN THE EVENT OF CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS ADDENDUM AND THE AGREEMENT, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL. ALL OTHER TERMS AND CONDITIONS OF THE CLIENT'S AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. The terms defined in the Agreement governing the provision of the Services and used in this Addendum shall have the same respective meanings as set forth therein, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum is hereby executed by an authorized representative of each party hereto as of the date first above written.

ADP AND CLIENT ACKNOWLEDGE AND AGREE TO THE FOREGOING. EACH PARTY REPRESENTS THAT IT IS DULY AUTHORIZED TO EXECUTE THIS ADDENDUM.

ADP, LLC

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM
to
MAJOR ACCOUNTS AGREEMENT
between
ADP, LLC
and

(Insert Client Name)

This Addendum, made as of the ____ day of _____, 20____, by and between ADP, LLC ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068, and _____, having a principal place of business at _____ ("Client"), contains changes, modifications, revisions and additions to the Major Accounts Agreement between ADP and Client (the "Agreement").

WHEREAS, Client desires to receive Essential ACA services from ADP; and

WHEREAS, ADP is willing to provide such services;

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

The following new terms shall be added to the Agreement:

SECTION 1 OVERVIEW.

1.1 Description. ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the "Essential ACA solution") to Client in accordance with the terms of this Agreement. Essential ACA is a technology and software solution to assist in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of 1094c and 1095c forms, access to evidence of benefit offering information and benefit offering audit reports. Client must use ADP Workforce Now payroll, HR and benefits services in order to receive the Essential ACA solution.

1.2 Grant of License; Limitation on Use. ADP grants to Client a personal, non-exclusive, non-transferable right and license to use solely for the internal business usage of Client and only in connection with its receipt of the Essential ACA solution, the ADP Products delivered to Client, if any, in connection with the Essential ACA solution. Client will not copy, assign, loan, sub-license or otherwise transfer the ADP Products, or alter, modify or adapt (or cause to be altered, modified or adapted) the ADP Products. Client may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any ADP Products. Client will not publish the results of benchmark tests run with the ADP Products. CLIENT WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF THE ADP PRODUCTS. Client's use of any pre-packaged third party software will be governed by the terms and conditions of the applicable third party license agreement delivered to Client with such pre-packaged third party software. Client will not (i) employ the development tools provided to Client, (ii) write or modify reports (excluding reports generated using ADP's ad hoc reporting tools provided to Client) or interfaces, or (iii) modify the database, in any way, except as expressly authorized by ADP.

1.3 Delivery of Client Content. Client shall promptly deliver to ADP the Client Content as required by ADP in an electronic file format specified by and accessible to ADP and will include any materials relating to Client and necessary for incorporation in the Essential ACA solution, including, but not limited to, any Human Resources, Payroll, Time and Labor, Benefits, Form I-9, and/or financial data.

1.4 License to Client Content. Client hereby grants ADP a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back-up copies) and display the Client Content as reasonably necessary to perform the Essential ACA solution.

1.5 Limitation on Client Content. Client is solely responsible for all Client Content and for obtaining all required rights and licenses to use and display such Client Content and to grant to ADP the licenses granted hereunder in connection with the Essential ACA solution. Client shall provide to ADP Client Content that does not contain any content or materials which are obscene, offensive, inappropriate, threatening, malicious, which violate any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from the System any Client Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content. "System" means, if applicable, the hardware, operating system software, web application, ADP Products, database programs and network connectivity.

SECTION 2 THE SERVICES.

2.1 Client ACA Liaison. Prior to the commencement of ADP's provision of the Essential ACA solution, Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for the Essential ACA solution (the "Client ACA Liaison"). Client hereby represents and warrants to ADP that the Client ACA Liaison has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Client. The Client ACA Liaison also shall be deemed to have authority to issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement (including, without limitation, Change Items) or requested by ADP in connection with the Essential ACA solution. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.

2.2 Client Instructions. In the event ADP shall have any questions relating to a particular set of facts or client directions, then ADP shall request clarification from the Client ACA Liaison. The Client ACA Liaison shall have the responsibility to obtain answers to any such questions or objections and ADP shall be entitled to rely upon such answers and to follow any directions communicated by the Client ACA Liaison. Client authorizes ADP to release employee-related data to third party vendors of Client as are designated by Client from time to time. ADP shall be under no duty to question the measures taken or directions provided by Client pursuant to any section of this Addendum.

2.3 Client Indemnity. Client shall indemnify, defend and hold ADP harmless from and against any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and reasonable attorneys' fees), arising from or claimed to have arisen from the performance by ADP of the Essential ACA solution, including any such liability, claims, damages, costs or expenses arising from or claimed to have arisen from actions ADP performs in connection with the Essential ACA solution pursuant to any Client Files (as defined herein) supplied by Client or any instruction, request or representation of Client, except to the extent such liability, claims, damages, costs or expense arise from the negligence or willful misconduct of ADP, or any breach by ADP of this Agreement.

2.4 Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE ESSENTIAL ACA SOLUTION, THE ADP PRODUCTS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

SECTION 3 IMPLEMENTATION SERVICES.

3.1 Implementation Services. ADP will assist Client in implementing the Essential ACA solution for the benefit of and in conjunction with Client in accordance with the provisions of this Section 3. ADP will use commercially reasonable efforts to complete the implementation services in a timely manner.

3.2 Conversion of Data; Required Timeline. Client shall provide to ADP, and shall cause any third-party providers to provide to ADP, such applicable Client files, databases and other information (the "Client Files") as is necessary to permit the Essential ACA solution to be performed. Client must provide the Client Files to ADP by November 1st of the year preceding the year in which the preparation and electronic filing of 1094c and 1095c forms will be provided. For purposes of clarification and example, in order for ADP to perform the preparation and electronic filing of 1094c and 1095c forms in January of 2016, Client must provide the Client Files in accordance with the terms and conditions of this Addendum, and such Client Files must be accepted and converted by ADP by November 1, 2015. Client assumes the responsibility for the Client Files to be transmitted to ADP, including, but not limited to, their condition, content, format, usability or correctness. Client shall perform all Client Files refinement, purification and reformatting in order for the Essential ACA solution to be performed by ADP. ADP shall be compensated on a time and expense basis at ADP's standard rates in effect at such time in the event ADP is required to perform any such refinement, purification or reformatting. Client will cooperate with ADP and provide ADP with all necessary information and assistance required in order for ADP to successfully convert the Client Files. ADP will notify Client when, in accordance with its normal acceptance procedures, the applicable Client Files have been successfully converted and when the Essential ACA solution are operational. Client understands and agrees that if Client fails to provide the Client Files in order for such Client Files to be accepted and successfully converted by November 1st in any given year, ADP will not provide the preparation and electronic filing of 1094c and 1095c forms for that year and Client will not be eligible for credit of any fees paid for the Essential ACA solution for that year. The obligations described in this Section 3.2 shall apply to ongoing provision of Client Files to ADP by Client.

3.3 Project Lead. Client will designate a project lead for the implementation of the Essential ACA solution and will promptly notify ADP of the name, telephone number and email address of such person. The Client project lead will be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required under this Addendum or requested by the other party in connection with the implementation of the Essential ACA solution. The project lead will bring appropriate personnel/skillsets to the project as needed.

SECTION 4 CLIENT VENDORS.

Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide the Essential ACA solution. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.

SECTION 5 RECORDS.

ADP is not, and will not be, Client's official record-keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ADP.

SECTION 6 REGULATORY FEES.

In the event that Client or ADP is subjected to any form of governmental or regulatory fees or charges related to the Essential ACA solution provided by ADP under this Addendum, such charges will be the responsibility of Client.

SECTION 7 LICENSED ENTITY.

Notwithstanding the use in this Addendum of the word "ADP", in the event that ADP determines that all or a portion of the Essential ACA solution may be subject to licensing or other regulatory requirements, such services shall be performed solely by such wholly owned subsidiary of Automatic Data Processing, Inc. as shall be designated by ADP.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

ADP, LLC

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



ACA Services Statement of Work

TAXPAYER LEGAL NAME: City of Blue Island			
Legal Address 13051 Greenwood Ave		City, State, Zip Blue Island, IL 60406	County Cook
Payroll Contact Matt Anastasia		Executive Contact Matt Anastasia 708-396-7066	
Phone 708-396-7066	Email mjanastasia@cityofblueisland.org	Phone 708-396-7066	Email mjanastasia@cityofblueisland.org

A. Historical ACA Hours Data Conversion: Need depends on actual ADP Payroll Start Date

*Historical Hours will allow Workforce Now to calculate 'ACA Benefit Status'. Without system calculation, client can code employees as 'Part Time' or 'Full Time'. Options below vary based on the extent of history the client wishes to bring over.

- Option 1:** **Client does not need or already has hours history in Workforce Now**
 Check here if client does not need options 2, 3 or 4 below; If not checked, please select ONLY one of the 3 options listed below
- Option 2:** **ACA Historical Hours Import:** When client elects to upload up to 12 months of hours history themselves
 Client Elects: No Charge
- Option 3:** **ACA Historical Hours Import*:** When up to 12 months of hours history is required
 Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor
Client Elects: \$1,000 Conversion Fee (SCN: 4Z R00116)
- Option 4:** **Full Check History Conversion*:** When importing up to 4 years' worth of history is needed
 Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor
Client Elects: \$2,600 Conversion Fee (SCN: 4Z R00111)

*For Options 3 or 4, Letter Agreement Required; Note prior vendor name here:

B. Medical Benefit Plan & Historical Data Support: Need depends on actual Benefits Module Start Date & Medical Plan Year

- Option 1:** **Client does not need;** Already has active plans with effective dating & historical data loaded in Workforce Now Benefits Module
 Check here if client does not need options 2 OR 3 below; If not checked, please select options 2 and/or 3 listed below
- Option 2:** **Current Medical Plan Creation:** Required only for migrating HR Profile(PCPW), HR eXpert(Pay eXpert) & Essential HR (WFN v2) clients that need a medical plan created, post migration, in Essential HR & Benefits. *Not needed for clients upgrading to Enhanced HR with Enhanced Benefits
 Includes: Creation of Current Plan, Enrollment & Dependent History going back to beginning of current calendar year
Client Elects: \$500 Conversion Fee (SCN: 4Z F00064)
- Option 3:** **ACA Employee Load:** Required only if medical plan runs on a fiscal year or Benefits Module is setup mid-calendar year
 Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year
Client Elects: \$500 Conversion Fee (SCN: 4Z F00063)

C. Self Funded/ Self Insured Plan Support

- Option 1:** **Client does not have a Self Funded/ Self Insured Medical Plan**
 Check here if client has a Fully Insured medical plan OR had the ADP Benefits Module active as of January 1
- Option 2:** **ACA Dependent Load:** Required only if Self Funded/Self Insured plans and client is setting up Benefits Module mid-calendar year
 Includes: Importing Effective Date, Covered Dependents and prior plan creation (if applicable) going back to beginning of current calendar year
Client Elects: \$500 Conversion Fee (SCN: 4Z F00065)

Terms & Conditions: Changes in project scope and/or unforeseen internal/external issues such as delays beyond ADP control may impact completion date and project cost. Prices for the statement of work as set on the effective date shall not change, but any changes or additions to the statement of work shall be subject to price changes in the normal course of business, at ADP's discretion.

Upon completion of the services, Client will immediately notify ADP if the services and deliverables outlined in this statement of work have not been satisfactorily delivered. Services, including any deliverable, will be deemed accepted by Client unless Client notifies ADP within 10 business days of the date of completion of the services.

In the event that Client terminates this SOW or the Agreement and work hereunder has already commenced, Client agrees that it is responsible for all costs and fees incurred by ADP prior to the effective date of such termination and such amounts shall be due and payable by Client to ADP within 5 days of receipt of invoice.

As part of the scope of this Statement of Work, customization projects will be maintained and supported by ADP within thirty (30) days following delivery. Ongoing phone support, additional change requests and customization upgrades, including those coinciding with new software releases, are available at additional cost. After this initial 30 day period, recurring maintenance fees if detailed in this SOW will apply to those Professional Services identified in this SOW

This Statement of Work is an addendum to the Agreement executed by the parties and is incorporated by reference as if fully set forth herein. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

*This proposal expires thirty (30) days after Proposal Date if not signed by Client. Options & Rates above only apply to companies with 999 employees or less; Valid through 5/15/2015

ADP Sales Associate: Lauren Palmer	Date: 4/13/2015	Client Authorization:	Date:
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Workforce Now Sales Order

Est. Start Date	Prod. Code	Co. Code
04/13/15	10	TRS

TAXPAYER LEGAL NAME

City of Blue Island		City, State, Zip	County
Legal Address		Blue Island, IL 60406	Cook
13051 Greenwood Ave			
Payroll Contact		Executive Contact	
Matt Anastasia		Matt Anastasia	
Phone	Email	Phone	Email
708-396-7066	mjanastasia@cityofblueisland.org	708-396-7066	mjanastasia@cityofblueisland.org
Billing Address (if different from legal)		City, State, Zip	County

Sales Order based on	200	paid employee(s)				
Module	Freq	Processing	Implementation	Annual	Comments	
Workforce Now Additional Business Sale	Bi-Weekly				*Must have HR/Benefits Module - addl fees apply	
					*Essential ACA is being sold to: a client implementing HR	
♦ WFN HR Services:						
- Essential ACA - SCN ### - F01900; \$ 1.50 / Pay / Month	12	\$300.00	\$1,500.00	\$3,600.00		
- Annual 1094/1095C Reporting					*See ACA Services Statement of Work for a full detail	
- Evidence of Benefit Offering Screens & Reporting					of additional work and cost that may apply.	
- ACA Initial Configuration Includes:						
- ACA Landing Page Setup					*Only one sales order for Parent Code required.	
- Measurement & Stability Periods Setup & Support					- include total employee count for all controls attached	
					- to this Workforce Now database	
*Billing: ACA and any other module added to HR's bundle is based on all employees in the database that have not been 'archived'. ADP will begin billing the ACA Fee upon activation.						
**Billing Frequency must follow how HR is billed						
					Special Notes:	
Total per Processing Fee					⇒	\$300.00
					⇒	\$1,500.00
					⇒	
					⇒	
Total					⇒	\$3,600.00

					DDF: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
X	New Client Parent Co. Code: Additional Business Parent Company	DM Name	DM Code	% Proc.	% Setup	Region
		Lauren Palmer	261718	100	100	4183

ADP Sales Associate	Date	Client Authorization	Date	Sales Manager	Date
X Lauren Palmer	4/13/2015	X			



April 21, 2015

De La Rosa Wholesale, Inc.
Class 8 Real Estate Tax Incentive

1. Introduction – De La Rosa Wholesale, Inc. (De La Rosa) is requesting the City of Blue Island's support for request of a Class 8 Property Tax Incentive with Cook County. The property consists of a 5200 square foot building, previously occupied by Spice of Life, located on a 6,930 square foot lot at 12157 S. Western Avenue in Blue Island.

2. Discussion - De La Rosa is a retail/general merchandise business. They are currently operating at a location commonly known as the Libby Building, 13636 S. Western. The company employs 4 full time employees and anticipates to add several additional employees at the new location within the next year. In addition, because the property has been vacant for a significant amount of time, there is deferred maintenance that needs to be remedied. Ms. De La Rosa plans to invest approximately \$30,000 to address such items as upgrading plumbing, electric, interior renovation and replacement of doors.

Conclusion – The Class 8 Assessment would reduce property taxes by approximately 60%, or to \$8,400, based on an estimate of \$21,000 in tax liability assuming a purchase price of \$160,000 and a \$30,000 investment in improvements. It will result in the retention of a local business. De La Rosa would then occupy a property that is currently non-performing, reinvest in the property at a manageable tax rate as well as maintain, and potentially increase, employment within the company. In addition, other benefits to the City are a boost to the local economy as well as other indirect sources of revenue generated by sales tax, income tax and utility tax.

THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 2015-015

**A RESOLUTION FOR APPROVAL OF CLASS 8 REAL ESTATE
TAX INCENTIVE FOR THE BENEFIT OF DE LA ROSA
WHOLESALE, INC., FOR THE PROPERTY LOCATED AT 12157 S.
WESTERN AVENUE, BLUE ISLAND, COOK COUNTY, ILLINOIS
PURSUANT TO THE COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.**

DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk

1st Ward CHRISTINE BUCKNER
2nd Ward LETICIA VIEYRA
3rd Ward NANCY RITA
4th Ward MARCIA STONE
5th Ward JANICE OSTLING
6th Ward DEXTER JOHNSON
7th Ward NANCY THOMPSON

TOM HAWLEY
FRED BILOTTO
KEVIN DONAHUE
CANDACE CARR
KENNETH PITTMAN
JAIRO FRAUSTO
JAMES JOHANSON

Aldermen

RESOLUTION NO. 2015-015

A RESOLUTION FOR APPROVAL OF CLASS 8 REAL ESTATE TAX INCENTIVE FOR THE BENEFIT OF DE LA ROSA WHOLESALE, INC., FOR THE PROPERTY LOCATED AT 12157 S. WESTERN AVENUE, BLUE ISLAND, COOK COUNTY, ILLINOIS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE

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

WHEREAS, the Real Property Classification ordinance provides real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property for industrial and/or commercial purposes; and

WHEREAS, De La Rosa Wholesale, Inc., will occupy the property and use the same for commercial purposes which will result in continued use of the existing building/s; and

WHEREAS, De La Rosa Wholesale, Inc., has or will file with the office of the Assessor of Cook County, an application to for the Class 8 classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the Cook County Board of Commissioners on December 6, 1994, as amended; and

WHEREAS, the address of this property is 12157 S. Western Avenue, Blue Island, Illinois, and the permanent real estate index number of this property is 25-30-127-026, and the building has been vacant in excess of 24 months; and

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

SECTION ONE

The applicant De La Rosa Wholesale, Inc., (Applicant) is the purchaser of the property commonly known as 12157 Western Avenue, Blue Island, Illinois ("*Property*"). The Applicant intends to acquire said property for commercial use. The commercial use of the identified property is necessary and beneficial to the local economy of the City of Blue Island, Cook County, Illinois, and the City Council supports and consents to the renewal of the Class 8 status for the said property. The finding of necessity and benefit to the local economy and support and consent for Class8 renewal shall relate to the property legally identified by the following common address: 12157 S. Western Avenue, Blue Island, and PIN#:25-30-127-026.

The Council adopts and incorporates the findings and report of Kane, McKenna and

Associates, Inc., including the description of the Applicant's business or intended business, attached as Exhibit A hereto. The City of Blue Island also makes the following findings:

1. The City of Blue Island finds that existing commercial and industrial buildings with high taxes are likely to be vacant for a long period unless the city offers tax incentives.
2. The City of Blue Island finds that the Applicant will be occupying and operating an industrial property, creating employment and increasing economic benefits to the community and region.
3. The City of Blue Island finds that this project will not be financially feasible without the Class 8 incentive.
4. The City of Blue Island supports and approves the resolution based on the findings that the property is "abandoned."
5. The City of Blue Island supports and consents to this Class 8 application filing and that it finds Class 8 necessary for development to occur on the subject property.

SECTION TWO

The City of Blue Island, Illinois hereby supports and consents to the Applicant's Class 8 Application, and approves the classification of the subject property as a Class 8 property, finding that the incentive is necessary for the Applicant to purchase and reoccupy this vacant and abandoned property, creating employment and providing economic benefit to the community, and that without such designation the enterprise would not be economically viable.

The City supports and consents to the 8 Classification and finds that it is necessary for the rehabilitation and/or reutilization of the Property subject to and contingent upon the conditions, restrictions, and provisions set forth in this Section. Failure to meet these conditions may result in withdrawal of support of or non-renewal of the Class 8 classification.

- A. The Applicant shall acquire the Property and, upon execution of the purchase, deliver to the Mayor or his designee written evidence demonstrating that the Applicant has acquired the Property;
- B. The Applicant shall, to the greatest extent feasible, provide employment opportunities to local Blue Island residents and give priority in hiring to qualified residents of Blue Island. The Applicant must take every reasonable affirmative action to meet this condition and such affirmative action may include more than general solicitation of applicants or advertising employment opportunities. Such

affirmative action must include targeted solicitation and advertising specifically to local residents. If the Applicant is unable to meet this condition, the Applicant must submit to the Mayor or his designee proof demonstrating the affirmative action taken to comply with the “greatest extent feasible” requirement and explanation as to why such condition was unable to be met.

- C. The Applicant and/or proposed or future tenants shall develop, operate, and maintain the Property at all times in compliance with all codes and ordinances of the City.

SECTION THREE

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

SECTION FOUR

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

ADOPTED this 28th day of April, 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 28th day of April, 2015.

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

ATTESTED and Filed in my office this
28th day of April, 2015.

CITY CLERK



MEMO

TO: Mark Miller

FROM: Robert Rychlicki
Kane, McKenna and Associates, Inc.

DATE: March 20, 2015

RE: Review of Proposed Class 8 Application – De La Rosa Wholesale, Inc.

The City of Blue Island (the "City") has requested Kane, McKenna and Associates, Inc. ("KMA") to review materials submitted by De La Rosa Wholesale, Inc. regarding a Cook County Assessment Class 8 application: 12157 Western Avenue – parcel number 25-30-127-026.

Under the current Cook County Class 8 program, assessment levels would be reduced from 25% to 10% for 10 years with a step up to 15% in year 11, 20% in year 12 and returns to full 25% in year 13 (this reduction includes property total valuation, and not restricted to rehab or new construction)

Currently the property is assessed at the 25% assessment level, and is not located in a TIF District.

The site consists of a 5,200 s.f. vacant building located on a 6,930 s.f. site.

Current 2013 taxes are \$14,778.42 based on an assessment of \$94,286. The applicant requests that the Class 8 initiative be applied to the vacant property. In addition, penalties accrue to the property tax bill based on delinquent taxes.

If the Class 8 is awarded the property taxes would be reduced by approximately 60% or to \$8,400 (this is based on an estimate of \$21,000 in tax liability assuming a purchase price of \$160,000 and \$30,000 of improvements).

The applicant requests the renewal for several reasons:

- a) Real estate taxes continue to rise in Cook County.
- b) The ability to continue operations in the City.

The operator employs 4 people currently and hopes to increase employment at the new location.

The renewal, if approved, would result in the following benefits to the City:

- a) Retained jobs.
- b) Occupancy of a vacant structure.
- c) Retention of a local business.

SANDRICK LAW FIRM LLC

RECEIVED

March 11, 2015

MAR 16 2015

BUILDING DEPT.

The Honorable Domingo F. Vargas
Mayor of Blue Island
City of Blue Island- City Hall
13051 Greenwood Avenue
Blue Island, IL 60406

Re: Request for Class 8 Incentive – De La Rosa Wholesale Inc.
Address: 12157 Western Ave., Blue Island
PIN: 25-30-127-026

Dear Mayor Vargas;

My Client, Rosa Delarosa of De La Rosa Wholesale, Inc. (De La Rosa), is in the process of purchasing the approximate 5,200 sq. ft. commercial building located in 12157 Western Ave., Blue Island. This building has been vacant in excess of 24 months and will be vacant at the time of closing. Thus, it qualifies for a Class 8 Incentive. We are therefore respectfully requesting that the Village of Blue Island issue a Resolution of Support for a Class 8 Property Tax Incentive recognizing that the sale is not viable without the Class 8 Tax Incentive benefits.

De La Rosa currently rents a 4,000 sq. ft. building at 13636 S. Western Ave., Blue Island. Because of the financial situation of the owner, she will need to vacate the subject and find a new space. The building at 12157 Western allows her to maintain the Blue Island presence as well as add additional space for her growing business. De La Rosa has a retail/general merchandise business. She currently has 4 employees and will hopefully add several additional employees at the new location within the next year.

Because the subject has been vacant for a significant amount of time, there is a certain amount of deferred maintenance that needs to be remedied. Ms. De La Rosa will invest approximately \$30,000 to address such items as upgrading plumbing and electrical service, and replace doors as well as interior renovation/construction.

As you are well aware, property taxes are a major concern for property owners and developers in the south suburbs, and the subject is no exception. Based on the purchase price of \$165,000 and the \$30,000 renovation budget, the underlying market value could be \$200,000. Without a Class 8 Incentive, the subject's taxes could increase to \$21,000 or \$4.00 psf. This is a crippling amount that no small business could sustain.

Class 8 application is based upon the location of the property in:

- 1) An area which has been certified for Class 8
- 2) One of the following townships: Bloom, Bremen, Calumet, Rich, or Thornton
- 3) Property obtained through the Cook County Tax Reactivation Program

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest. Rosa Delarosa 100% Owner

Property Use

Type of Development: Industrial or Commercial (Please circle)

General Description of Proposed Property Usage Retail/General Merchandise

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- New Construction (Read and Complete Section A)
- Substantial Rehabilitation (Read and Complete Section A)
Incentive only applied to the market value attributable to the rehabilitation
- Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)
- Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)
- Occupation of Abandoned Property - (TEERM Supplemental Application)
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction

Commencement (*excluding demolition, if any*): _____

Estimated date of construction completion: _____

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

IMPORTANT:

**WHEN CONSTRUCTION IS COMPLETED SUBMIT A CLASS 8 POST CONSTRUCTION APPLICATION
(ATTACHED)**

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

[] YES [] NO

When and by whom was the subject property last occupied prior to the purchase for value?

Fayyaz Karim- Vacant 24+ months

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
 - (b) Information (such as statements of utility companies) which demonstrate that the property was vacant and unused and indicate duration of such vacancy
2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation:	<u>Spring/Summer 2015</u>
Date of Purchase:	<u>Under Contract</u>
Name of purchaser:	<u>Rosa De La Rosa</u>
Name of seller:	<u>Fayyaz Karim</u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 24 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? _____

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: _____
Date of purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- 24 or greater continuous months (*Eligible for Special Circumstance*)
- 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? 4-7

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 4 Part-time: _____

How many new permanent full-time jobs will be created as a result of this proposed development?

1-2

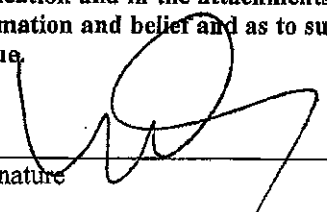
How many new permanent full-time jobs will be created as a result of this proposed development?

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 8 Application and that it finds Class 8 necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the Incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the Incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 8 Incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Signature



Date

3/10/15

Print Name

Title

**Note: If title to the property is held in trust or by a corporation or a partnership, this Class 8 Eligibility Application must be signed by a beneficiary, officer or general partner.*

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

**RESOLUTION
NUMBER 2015-016**

**A RESOLUTION APPROVING AGREEMENT FOR PHASE III
CONSTRUCTION OF THE DIVISION STREET BRIDGE
REHABILITATION PROJECT AND COMMITTING THE
NECESSARY MATCHING FUNDS.**

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

**1st Ward CHRISTINE BUCKNER
2nd Ward LETICIA VIEYRA
3rd Ward NANCY RITA
4th Ward MARCIA STONE
5th Ward JANICE OSTLING
6th Ward DEXTER JOHNSON
7th Ward NANCY THOMPSON**

**TOM HAWLEY
FRED BILOTTO
KEVIN DONAHUE
CANDACE CARR
KENNETH PITTMAN
JAIRO FRAUSTO
JAMES JOHANSON**

Aldermen

RESOLUTION NO. 2015-016

A RESOLUTION APPROVING AGREEMENT FOR PHASE III CONSTRUCTION OF THE DIVISION STREET BRIDGE REHABILITATION PROJECT AND COMMITTING THE NECESSARY MATCHING FUNDS

Whereas, the City of Blue Island is a non-home rule municipality and has the authority to enter into contractual agreements;

Whereas, the City has undertaken an initiative referred to as the Division Street Bridge Rehabilitation Project and partnered with the Illinois Department of Transportation to obtain necessary government funding;

Whereas, in order to obtain government funding the City must enter into an agreement with the Illinois Department of Transportation to establish funding responsibilities;

Whereas, the agreement requires a twenty percent local match and the City attests that sufficient monies have been or will be appropriated or reserved by resolution to fund the City's share of the project costs (or the local agency's share) as set forth herein;

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 IDOT Local Agency Agreement For Federal Participation, 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: LOCAL AGENCY COMMITMENT

The appropriate officials shall commit, set aside, or otherwise make available sufficient funds for the City's share of project costs (20%) as indicated in Exhibit A. The City hereby attests to the designation of funds and commitment of funds from TIF 2, TIF 3 and TIF 5 to meet the local agency share of \$1,460,901 of project costs.

SECTION 4: EFFECTIVE DATE

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

ADOPTED this 28th day of April, 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 28th day of April, 2015.

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

ATTESTED and Filed in my office this
28th day of April, 2015.

CITY CLERK

LOCHNER

City of Blue Island

REQUEST FOR PROPOSALS PHASE III CONSTRUCTION ENGINEERING AND INSPECTION

Division Street Bridge Rehabilitation

STATEMENT OF INTEREST

Lochner is pleased to submit this proposal to provide Phase III Construction Engineering and Inspection (CEI) services for the Division Street Bridge Rehabilitation project. The Lochner CEI Team has decades of construction engineering experience on similar improvement projects. We are experts at coordination with IDOT, USCG, IDNR, IEPA, local resource agencies, and a wide variety of project stakeholders. As the representative for the City of Blue Island, our staff will closely coordinate with the City in order to protect the City's interests and ensure delivery of high quality bridge construction.

CONTACT

Ken Desmaretz, PE
Vice President
Lochner
1011 Warrenville Road, Suite 20
Lisle, IL 60532
Tel: 630.679.1670
Fax: 630.679.1780
Email: kdesmaretz@hwlochner.com

SUMMARY OF THE PROPOSED PROJECT

PROJECT UNDERSTANDING

This project will rehabilitate the existing closed structure at Division Street over the Cal Sag Channel in Blue Island, facilitating the safe reopening of Division Street to the motoring public. Additional work includes replacement of an existing water main, installation of roadway sidewalk, navigation, and architectural lighting, sea wall repairs, installation of outrigger retaining and apron slope embankment, and minor roadway improvements.

PROJECT CHALLENGES

Project Duration/Schedule - The rehabilitation will be completed utilizing complete closure of the bridge to traffic and pedestrians. Work is expected to begin in late July 2015 with a construction duration of 13 months. Lochner staff will work diligently with the contractor and all subcontractors to ensure that work is progressing according to the approved project schedule, and that any anticipated problems are resolved without impacting the opening of Division Street to traffic or the final completion schedule.

Utility Coordination - During any construction project, utility coordination is key to ensuring that the project schedule during construction can be accomplished. According to the plans both underground and above ground utilities are within the construction zone and may require relocation, adjustment, or abandonment. Utility relocation should be completed during the rehabilitation. Lochner staff will closely monitor and coordinate with the contractor and ensure that all known utilities and any unknown utilities and services that may be encountered on the bridge do not affect the progress of the contractor. Additionally, Lochner understands that maintenance of water main service across the bridge is critical to the needs of Blue Island. Tasks associated with the service transitions from existing to temporary and from temporary to proposed water mains will be given particular attention. Their importance will be continually stressed to the contractor through all phases of the project.

Project Coordination - In addition to the City, project stakeholders include motorists, emergency services, public works services, businesses, and residences impacted by the bridge closure. Since the current closure status has been in effect since 2011, these stakeholders are interested and invested in reopening the Division Street Bridge. Lochner staff will keep all stakeholders updated on the progress of the project, reaching out prior to the beginning of work and regularly during the course of construction, informing all parties of the pending progress. City of Blue Island staff will be involved in all project updates on a daily basis, or as directed in order to keep IDOT and the local media informed and up to speed. As an additional communication tool, Lochner has included a direct cost for installation, service, maintenance, and web hosting of a webcam to continuously monitor construction progress. The proposed Work Zone Cam posts high definition progress photos every 30 minutes that are accessible to anyone with access to the City of Blue Island website or through the mobile app.

Means and Methods of Construction - Lochner staff will work closely with the contractor and all subcontractors on the means and methods of construction including support of the temporary water main, suspension, reconstruction procedures, and project schedule and logistics. This project will be IDOT funded and will follow IDOT standards. We are experts at coordinating with IDOT staff, as we know the people, the requirements, and the procedures to speed these projects through what can be a long and complex process.

LOCHNER

City of Blue Island

REQUEST FOR PROPOSALS PHASE III CONSTRUCTION ENGINEERING AND INSPECTION

Division Street Bridge Rehabilitation

KEY STAFF

Project Manager, Ken Desmaretz, PE

Ken is a Senior Project Manager and one of the company's Vice Presidents with more than 38 years of experience in construction management of transportation infrastructure projects. Ken has served as Project Manager on numerous Phase III projects for IDOT, the Illinois Tollway, counties, and municipalities.

Resident Engineer, Paul Harris, PE

Paul is a Resident Engineer with more than 23 years of experience in construction engineering and inspection, 14 of those years in construction management for the Illinois Department of Transportation. Paul is a Resident Engineer on state-level and local transportation construction projects across Illinois. He has worked on projects in both urban and rural locations and has been involved in roadway, bridge, drainage structures, intersections, interchanges, open road tolling facilities, various noise wall types, and storm sewer facilities.

Inspector, Adam O'Holleran

Adam is a Senior Resident Technician in Lochner's Midwest group. Adam has more than 17 years of experience in construction engineering and inspection and construction management within the industry. His expertise includes program/construction management and inspection, documentation of quantities, construction project documentation, on-site material testing, and survey layout, as well as coordination with contractors, utility companies, private developers, and government agencies.

REFERENCES

Mr. Dick Schroeder
Highway Commissioner
York Township
630.627.2200

Mr. Christopher Snyder, PE
Director of Transportation/County Engineer
DuPage County Division of Transportation
630.407.6910

Mr. Roman Meropolski, PE
Area Construction Supervisor
Illinois Department of Transportation
847.705.4250

PROJECT EXPERIENCE

Lemont Road over the Des Plaines River | IDOT



Phase III engineering services for the improvement of the 3600' Lemont Road Bridge over the Des Plaines River. Work included removing the existing surface of the bridge deck by hydro-scabblasting one-half inch, then placing a 2-1/4" latex concrete overlay on the deck, replacing the expansion joints, and repairing sections of the back walls of the north abutment. Traffic was also maintained through the work zone continuously, except during short durations while the deck pours were being performed.

88 Bridge over the Fox River | Illinois State Toll Highway Authority



Phase III engineering services for a 10-span arch bridge, currently less over the Fox River. This was one of the first performance-based specification (design-build) projects in Illinois. Lochner was the construction management consultant for this \$44.5 million project, overseeing all on-site construction activities. This unique project has been featured in Construction Digest and Roads & Bridges magazines.

2019 Skyway Construction Inspection/Structural Steel Repairs | Skyway Concession Company



Phase III CEI services for steel repairs for two large deck truss structures on the Chicago Skyway. Lochner reviewed the shop drawings, maintenance of traffic plans, and contractor plans for temporary structures, and provided field inspection and additional construction administration services for repairs to the 100th Street viaduct and East Approach to the Calumet River Bridge. Construction work included repairs to the gusset plates, sway braces, and lateral bracing.

Mannheim Road over the Union Pacific/Proviso Railroad Yard | IDOT




Construction engineering services included construction staking, inspection, supervision, materials testing, and the maintenance of all survey and right-of-way monuments for IDOT. The project involved rehabilitation of the expressway bridge and roadway on Mannheim Road over the UP/Proviso Railroad Yard. Project features included paved pavement widening, deck/bridge rehabilitation, lighting, and traffic signal modernization.

PROPOSED SUBCONSULTANTS



Chicago Testing Laboratory, Inc. (CTL) will provide any necessary material testing services for this project. CTL represents one of the world's premier resources for the quality control and quality assurance of asphalt and asphalt materials, liquids, aggregates, concrete, and soils. Joe Trevino, one of CTL's highly experienced Materials Technicians, brings more than 15 years of experience in materials testing to the team. Joe has performed QC/QA field and plant testing for many clients including IDOT, MDT, and many local municipalities. Jolie Gallaway, another of CTL's Materials Technicians, brings more than 7 years of experience performing QC/QA for both HMA and PCC, managing PCC lab cylinder breaking, as well as reporting for IDOT and CDOT systems.

We are confident that our experienced and exceptionally qualified CEI Team can provide the best combination of talent and professional expertise to Blue Island for this improvement. We appreciate the opportunity to submit our proposal for Phase III Construction Engineering and Inspection services and look forward to working with the City of Blue Island to make the Division Street Bridge Rehabilitation a success.

Local Agency City of Blue Island	 Illinois Department of Transportation	Construction Engineering Services Agreement For Federal Participation	Consultant H.W. Lochner, Inc.
County Cook			Address 1011 Warrenville Rd., Suite 20
Section 14-00164-00-BR			City Lisle
Project No. BROS 4003(319)			State IL
Job No. C-91-285-14			Zip Code 60532
Contact Name/Phone/E-mail Address Domingo Vargas 708.396.7031 dvargas@cityofblueisland.org			Contact Name/Phone/E-mail Address Ken Desmaretz 630.679.1670 kdesmaretz@hwlochner.com

THIS AGREEMENT is made and entered into this day of February, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full-time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Division St Route MS1090 Length 0.08 MI Structure No. 016-5005
Termini over Cal-Sag Channel

Description: All Construction Engineering Phase III for Bridge Rehabilitation. See attached scope for a list of items included in the scope of services.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

Handwritten initials/signature

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
- h. Geometric control including all construction staking and construction layouts.
- i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
- j. Measurement and computation of pay items.
- k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
- m. Revision of contract drawings to reflect as built conditions.
- n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient, properly trained, organized and experienced personnel to perform the services enumerated herein.
8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER'S error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

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- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

- 11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
- 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
- 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
- 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

- 1. To furnish a full time LA employee to be in Responsible Charge authorized to administer inherently governmental PROJECT activities.
- 2. To furnish the necessary plans and specifications.
- 3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 * R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF = Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment - Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment - Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

7. To submit approved form BC-775 (Exhibit C) and BC-776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee in Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

2/13/15

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (80ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition;
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

LC
2/15

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
H.W. Lochner, Inc.	36-2338811	\$375,235.70
Sub-Consultants:	TIN Number	Agreement Amount
Chicago Testing Laboratory, Inc.	36-4199051	\$12,682.85
Work Zone Cam	900-596-136	\$11,708.20
	Sub-Consultant Total:	\$24,400.85
	Prime Consultant Total:	\$375,235.70
	Total for all Work:	\$399,636.55

Executed by the LA:

City of Blue Island

(Municipality/Township/County)

ATTEST:

By: _____

Randy Heuser, City Clerk

By: _____

Title: Mayor

(SEAL)

Executed by the ENGINEER:

H.W. Lochner, Inc.

ATTEST:

By: *John P. Kar*

Title: Vice President

By: *Ken Secord*

Title: Vice President

*KLR
2/15*

Exhibit A - Construction Engineering

Route: Divisadero Over Cal-Sag Channel Bridge
 Local: City of Blue Island
 (Municipality/Township/County)
 Section: 14-00164-00-BR
 Project: BROS-4003(319)
 Job No.: D-91-285-14

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1
 Fixed Fee 2
 Specific Rate
 Lump Sum

14.5% (DL + R(DL) + OH(DL) + IHDC)
 14.5% ((2.3 + R)/DL + IHDC)

*Firm's approved rates on file with
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 171.94 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Management/Insp	Resident Eng	840.00	\$57.82	\$48,568.80	\$83,509.19		\$4,725.00	\$19,836.43	\$156,639.42
Inspection	Technician	1040.00	\$40.21	\$41,818.40	\$71,902.55		\$5,850.00	\$17,337.78	\$136,908.73
Inspection	Technician	520.00	\$36.50	\$18,980.00	\$32,634.21		\$2,925.00	\$7,908.18	\$62,447.39
Materials	Intern	280.00	\$20.00	\$5,600.00	\$9,528.64		\$1,575.00	\$2,436.52	\$19,240.16
Camera						\$12,692.65			\$12,692.65
						\$11,708.20			\$11,708.20
Totals		2,680.0		\$114,967.20	\$197,674.59	\$24,400.85	\$15,075.00	\$47,518.91	\$399,636.55

KLJ
2/13



Prime Consultant

Name H.W. Lochner, Inc.
 Address 1011 Warrenville Rd., Suite
 Telephone 630.679.1670
 TIN Number _____

Project Information

Local Agency City of Blue Island
 Section Number 14-00184-00-BR
 Project Number BROS-4003(319)
 Job Number G-91-285-14

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Chicago Testing Laboratory, Inc.	36-4199051	
Work Zone Cam	900-536-136	
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

Signature and Title of Prime Consultant

2/13/15
Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

COMPANY NAME: H. W. Lochner, Inc.

PTB NUMBER: _____

 TODAY'S DATE: **2/6/2014**

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		335	\$45.00	\$15,075.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tools	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$1.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courtroom Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Explorer/Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide break-down of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Compressive Strength of Concrete Cylinders	Actual Cost			\$19.00	\$0.00
Nuclear Density Gauge	Actual Cost			\$50.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

Construction Engineering Scope of Work

H. W. Lochner is pleased to provide the City with this Phase Three Construction Engineering Scope of Work and accompanying Cost Estimate of Consultant Services. With an anticipated June 2015 letting it is anticipated that the construction contract, between the City and the General Contractor, will be fully executed in mid to late July 2015, with construction starting late July 2015 and completion by August 27, 2016. The first item anticipated to begin will be the submittal of contractor's QC plans for cast-in-place and precast concrete items and steel erection procedures.

In order to meet the overall project schedule, Lochner proposes to begin work on Construction Engineering Services around July 20, 2015 with the Resident Engineer dedicated part time to the project to perform preliminary reviews.

The proposed man-hours are based on the assumption that the contractor will start the project on time and complete the project within the estimated duration.

A. Project Startup & Submittal Reviews

This work includes the need for the Resident Engineer to review the approved plans and specifications to become familiar with the project, review the contractor's proposed construction schedule, and set-up the project's file system. Also hours are included to prepare for and attend the preconstruction meeting.

Resident Engineer

Subtotal= 40 hours

B. Construction Observation

Lochner will provide full-time Construction Observation Services on a cost plus fixed fee, not to exceed basis. Lochner will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

Lochner will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders and weekly reports. Weekly reports will be submitted to the contractor, IDOT and the City of Blue Island. Lochner will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. Lochner shall keep the City of Blue Island informed as to the progress of construction and shall endeavor to guard IDOT and the City of Blue Island against deficiencies in work.

City of Blue Island

Section: 14-00164-00-BR

Project No. BROS-4003 (319)

Lochner will conduct regular progress meetings with the contractor, City of Blue Island and IDOT as requested. Lochner will prepare agendas and distribute meeting minutes to all attendees.

Lochner will review the conditions of the traffic control twice daily per IDOT Standard Specifications. A Traffic Control Condition Report will be completed after each traffic control review to ensure that the contractor is in compliance with all required traffic control standards. Lochner will also perform bi-weekly nighttime traffic surveillance observations for the duration of the project when traffic control devices are in place. Traffic control reviews will be completed for the construction zone.

Chicago Testing Laboratory, Inc. will be providing Quality Assurance testing of materials incorporated into the project to meet IDOT project procedures. These services will be provided as a cost plus fixed fee, not to exceed basis.

Lastly a Lochner technician and intern will be utilized as directed by the Resident Engineer to support inspection services and to gain data for end of project record drawings.

Resident Engineer	Subtotal= 560 hours
Technician	Subtotal= 1320 hours
Intern	Subtotal= 280 hours

C. Punch List and Project Close-Out

It is anticipated that during July and August 2016 that the contractor will complete all punchlist items and the Resident Engineer and Technician will complete all project documentation and provide the final project files to the City of Blue Island for their use and storage. These efforts will include preparing final job records in accordance with IDOT policy and to the satisfaction of IDOT auditors, all quantity measurements and calculations will be checked and cross referenced, evidence of material inspection will be finalized, ICORS forms will be printed and bound, and field books and records will be indexed and boxed for final submittal.

Resident Engineer	Subtotal= 240 hours
Technician	Subtotal= 240 hours

Lochner shall not supervise, direct or have any control over the contractor's work. Lochner shall not have any responsibility for the construction, means, methods, techniques, sequences or procedures selected by the contractor. Also Lochner is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

Lochner shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work or any agents or employees of any of them. Lochner does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Plant inspections of epoxy coated rebar, precast products, and fabricated equipment as well as other off-site material inspection are not included.

Chicago Testing Laboratory, Inc. - Materials Testing
Exhibit A - Construction Engineering

Route:
Local

(Municipality/Township/County)

Section:
Project:
Job No.:

*Firm's approved rates on file with
Bureau of Accounting and Auditing:

Overhead Rate (OH) 230.15 %
Complexity Factor (R) 0.00
Calendar Days _____

Cost Plus Fixed Fee Methods of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]
 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
QCQA Testing	Materials Tester	80.00	\$36.89	\$2,951.20	\$6,792.18	\$0.00	\$840.00	\$1,106.02	\$11,689.40
Project Manager	Project Manager	6.00	\$46.00	\$276.00	\$635.21	\$0.00	\$0.00	\$92.04	\$1,003.25
Totals		86.00		\$3,227.20	\$7,427.39		\$ 840.00	\$1,198.06	\$12,692.65

COMPANY NAME: Chicago Testing Laboratory

PTB NUMBER: _____

TODAY'S DATE: _____

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Logging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		10	\$65.00	\$650.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Leases (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Scuff/Injury Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploration/Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Compressive Strength of Concrete Cylinders	Actual Cost		10	\$19.00	\$190.00
Nuclear Density Gauge	Actual Cost			\$50.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

Noack, Brad

From: Keith Knowles <kknowles@earthcam.com>
Sent: Tuesday, February 10, 2015 9:06 AM
To: Noack, Brad
Subject: Work Zone Cam Proposal for H W Lochner



150 North Michigan Ave., 28th Fl. #2828. Chicago, IL 60601 • 312-239-3131 • www.workzonecam.com

Quote # 021015218970

Brad Noack
H W Lochner
225 West Washington Street,
12th Floor
Chicago, IL 60606

bnoack@hwlochner.com
312-994-9743

Ship To:
Brad Noack
H W Lochner
13200 S Division St
Blue Island, IL 60406

bnoack@hwlochner.com
312-994-9743

Qty		Unit Price	Total
1	18 Megapixel SLR Camera System - Verizon Wireless	\$3,995	\$3,995
	4GB onboard storage	\$0	Included
1	Work Zone Cam - Pole Mount Adapter	\$72	\$72
1	Installation Services	\$1,995	\$1,995
1	Work Zone Cam - 4MP Fully Hosted Service (13 months @ \$175/mo)	\$2,275	\$2,275
	Custom web page with weather data, mobile app, and time-lapse movies	\$0	Included
1	Installation Services - Solar	\$2,995	\$2,995
1	Nationwide Cellular Data Package - Verizon Wireless (13 months)	\$0	Included
1	FedEx Ground Shipping and Handling	\$0.00	Included
	TAX		\$376.20
	TOTAL		\$11,708.20

Multiple Camera Discount	Hosted Service Upgrades
--------------------------	-------------------------



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 7, 2015

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Frank Powers
LOCHNER, H. W., INC.
225 West Washington Street
12th Floor
Chicago, IL 60606

Dear Frank Powers,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Apr 30, 2014. Your firm's total annual transportation fee capacity will be \$36,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 171.94% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until April 30, 2015. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
John Baranzelli
Acting Bureau Chief
Bureau of Design & Environment

SEFC PREQUALIFICATIONS FOR LOCHNER, H. W., INC.

CATEGORY	STATUS
Transportation Studies - Mass Transit	X
Special Studies - Safety	X
Special Services - Construction Inspection	X
Structures - Railroad	X
Transportation Studies - Railway Engineering	X
Airports - Planning & Special Services	X
Structures - Highway: Complex	X
Hydraulic Reports - Waterways: Typical	X
Highways - Freeways	X
Environmental Reports - Environmental Assessment	X
Environmental Reports - Environmental Impact Statement	X
Structures - Highway: Advanced Typical	X
Special Studies - Traffic Studies	X
Hydraulic Reports - Waterways: Complex	X
Structures - Highway: Simple	X
Highways - Roads and Streets	X
Special Studies - Traffic Signals	X
Location Design Studies - Rehabilitation	X
Location Design Studies - New Construction/Major Reconstruction	X
Structures - Highway: Typical	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Studies - Location Drainage	X
Special Studies - Feasibility	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

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

**ORDINANCE
NUMBER 2015-015**

**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN
STREET AT OR NEAR 13046 HONORE STREET FOR
HANDICAPPED PARKING ONLY WITHIN
THE CITY OF BLUE ISLAND, COUNTY OF COOK,
STATE OF ILLINOIS AND PROVIDING PENALTIES FOR THE
VIOLATION THEREOF.**

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

1st Ward	CHRISTINE BUCKNER	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. 2015-015

AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 13046 HONORE STREET FOR HANDICAPPED PARKING ONLY, WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF

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

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

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

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

SECTION ONE

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

- a) On the west side of Honore Street in front of the property with the common address of 13046 Honore Street (one space consisting of a total of twenty (20) feet).

SECTION TWO

The Superintendent of Public Works shall erect appropriate signs on the portion of Lincoln Street 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 28th day of April, 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 28th day of April, 2015.

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

ATTESTED and **Filed** in my office this
28th day of April, 2015.

CITY CLERK

PUBLISHED in pamphlet form this
28th day of April, 2015.

CITY CLERK

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

**ORDINANCE
NUMBER 2015-016**

**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN
STREET AT OR NEAR 11905 ANN STREET FOR HANDICAPPED
PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY
OF COOK, STATE OF ILLINOIS AND PROVIDING PENALTIES
FOR THE VIOLATION THEREOF.**

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

1st Ward	CHRISTINE BUCKNER	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. 2015-016

AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 11905 ANN STREET FOR HANDICAPPED PARKING ONLY, WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF

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

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

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

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

SECTION ONE

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

- a) On the east side of Ann Street in front of the property with the common address of 11905 Ann Street (one space consisting of a total of twenty (20) feet).

SECTION TWO

The Superintendent of Public Works shall erect appropriate signs on the portion of Lincoln Street 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 28th day of April, 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 28th day of April, 2015.

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

ATTESTED and **Filed** in my office this
28th day of April, 2015.

CITY CLERK

PUBLISHED in pamphlet form this
28th day of April, 2015.

CITY CLERK

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

**ORDINANCE
NUMBER 2015-017**

**AN ORDINANCE RESCINDING HANDICAPPED PARKING
RESTRICTIONS AT 2645 122ND STREET, 2646 122ND STREET AND
2335 HIGH 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	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. 2015-017

AN ORDINANCE RESCINDING HANDICAPPED PARKING RESTRICTIONS AT 2645 122ND STREET, 2646 122ND STREET AND 2335 HIGH 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 properties commonly known as 2645 122nd Street, 2646 122nd Street and 2335 High Street, City of Blue Island, are hereby repealed and rescinded.

SECTION TWO

The Superintendent of Public Works shall remove all signs restricting parking on those portions of the streets 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 28th day of April, 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 28th day of April, 2015.

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

ATTESTED and **Filed** in my office this
28th day of April, 2015.

CITY CLERK

PUBLISHED in pamphlet form this
28th day of April, 2015.

CITY CLERK