

JOURNAL OF PROCEEDINGS

**REGULAR MEETING
City Council of the City of Calumet City
Cook County, Illinois**

FEBRUARY 14, 2019

Public Forum

The following individuals addressed the city council during the public forum held at 7:30pm:

Joe Balkis, 117-155th Street, regarding prevailing wage ordinance.

Jamal Ahmed, 1650 Sibley Blvd., gas station owner, regarding vehicle fuel tax increase.

Ray Phra, gas station owner, regarding vehicle fuel tax increase.

Gary Dodson, 1412 Kenilworth Drive, Educator at Hoover Schrum Middle School, regarding a student hit by a car while crossing Burnham; requesting to have stop signs, speed bumps, more safety measures in place. Mr. Dodson hand delivered letters to the Mayor, written by students.

Mayor stated she usually does not respond during public comment, however, she felt compelled to address this comment due to the sensitive, yet serious matter. Mayor stated she “spoke with the school board president and they will be having a meeting to discuss the issue”. Mayor also stated “Burnham is a state owned road, rather than a city owned road, which presents more challenges.” Mayor accepted and thanked Mr. Dobson for the letters from students.

CALL TO ORDER

The City Council of the City of Calumet City met in the City Council Chambers at 7:44pm in a regular meeting on Thursday, February 14, 2019, with Mayor Michelle Markiewicz Qualkinbush, present and presiding.

Pledge Of Allegiance

ROLL CALL

PRESENT: 7 ALDERMAN: Navarrete, Wosczynski Patton, Williams, Tillman, Gardner, Smith

ABSENT: 0 ALDERMAN: NONE

Also present was Mayor Michelle Qualkinbush, City Clerk Figgs, City Treasurer Tarka, City Attorney Horvath, City Engineer Roberts, Police Chief Fletcher, Fire Chief Bachert, Finance Director Kasperek, Street ,Alley, water Commr. Manousopoulos, Purchasing & Personnel Director Murray, Mayor’s Executive Assistant Bonato, Inspectional Services Deputy Director Manousopoulos, Deputy Clerk, Deena Ballard.

There being a quorum present, the meeting was called to order.

Approval of minutes

Regular Meeting 1/10/19; Special Meeting 1/17/19, Regular Meeting 1/24/19

Alderman Wosczyński moved, seconded by Alderman Patton, to approve the minutes as presented.

MOTION CARRIED

REPORTS OF STANDING COMMITTEES

Finance

Alderman Wosczyński had no report.

Public Safety

Alderman Patton had no report.

Public Utilities

Alderman Williams had no report.

Ord. & Res.

Alderman Tillman had no report.

H.E.W

Alderman Gardner had no report.

Permits & Licenses

Alderman Smith had no report.

Public Works

Alderman Navarrete stated a town meeting was not held due to polar vortex.

CITY COUNCIL REPORTS

Mayor Michelle

Proclamation proclaiming February African American Heritage Month in Calumet City. Alderman Gardner moved, seconded by Alderman Williams to read the Proclamation.

Clerk Figgs read the proclamation.

Mayor Michelle presented book to Jane Rowland, Library Director.

City Clerk

Clerk Figgs had no report.

City Treasurer

Absent

Ald. Navarrete

Alderman Navarrete reported on the Burnham Ave. revitalization project a meeting was held meeting on 2/11/19 at the Police and Fire Training.

Ald. Wosczyński

Alderman Wosczyński stated that on April 27, 2019, she will be sponsoring Earth Event Day including Flower Planting at the library and youth reading program for preschool readers thru 8th grade. Registration March 4 – April 5.

Ald. Tillman

Alderman Tillman thanked residents for attending the last Town Hall Meeting Meeting.

Ald. Williams

Alderman Williams gave Honor to God; announced Job Fair, February 21, 2019, at 10:15am; Calumet City Meet and Greet open to public at 11:00am, located at River Oaks; stated to Gas Station Owners further discussion will take place.

Ald. Gardner

Alderman Gardner wished Happy Valentine's Day to all residents; Neighborhood Watch Meeting is every 3rd Monday at lower level in Police Department. He stated there is a great deal of trash in the ward due to snow melting, and asked residents to please be neighborly and pick up the trash; call the Alderman with any concerns.

Ald. Patton

Alderman Patton discussed minimum wage, not opposed State of Illinois is creating regional battles between municipalities if all have different minimum wage requirements, State will raise minimum wage for entire State by 2021.

Ald. Smith

Alderman Smith stated crime watch meetings February 25, 2019, working with Police Chief; library to set up Town Hall Meeting in March; Contact office with questions.

INFORMATIONAL ITEMS TO BE ACCEPTED AND PLACED ON FILE

- | | |
|---|--|
| A. City Clerk | RE: Submitting revenue for January 2019 |
| B. Comcast | RE: Submitting 2018 Annual Report |
| C. Illinois Environmental Protection Agency | RE: Waste Management of IL Inc. CID Landfill (Illinois EPA BOL ID#0310390001). |
| D. Metropolitan Water Reclamation District of Greater Chicago | RE: Infiltration & Inflow Control Program (JJCP) |
| E. City Treasurer | RE: Revenue & Expense Report for the Month of December 2019 |

Accept & place on file

Alderman Patton moved, seconded by Alderman Wosczyński to accept items 7A - E and place same on file.

MOTION CARRIED

NEW BUSINESS

#1 Authorize release of title of police vehicle

Authorize the City Clerk to release title on a vehicle in the police department – 2014 Ford (1977); vehicle involved in accident and totaled; also remove from city insurance. (Original title sent to Mesirov Insurance company).

#2 Approve "Resident Only Parking Sign

Approve "Resident Only Parking" sign in front of 344 155th Place: direct Public Works to post sign.

Alderman Williams moved, seconded by Alderman Tillman, to approve new business various actions items #1- #2 as presented.

ROLL CALL

YEAS:	7	ALDERMEN:	Wosczynsk, Tillman, Williams, Gardner, Patton Smith, Navarrete,
NAYS:	0	ALDERMEN:	None
ABSENT:	0	ALDERMAN:	None

MOTION CARRIED

BUILDING PERMITS

NONE

RESOLUTIONS AND ORDINANCE

Resolution #1: Acknowledging Permits and Responsibilities for Construction on IDOT Roadways Resolution Acknowledging Permits and Responsibilities for Construction on IDOT Roadways Located Within the City Of Calumet City.

(Res.#19-05) (See attached page 4A)

Resolution #2: Establishing Guidelines Resolution of the City of Calumet City, Cook county, Illinois, Establishing Guidelines and Specifications for a College/University Community and Economic Development (CED) Internship.
(Res.#19-06) (See Attached page 4B)

Resolution #3: Acknowledging Individuals and organizations for their donations Resolution Acknowledging the following individuals and organizations for their donations and assistance with the Calumet city 3rd & 4th Ward Holiday Luncheon & Secret Santa Toy Give Away.

Alderman Smith moved, seconded by Alderman Williams, to defer action on Resolution #3.

MOTION CARRIED

Resolution #4: Approving Contract Proposal by Medical Reimbursement Services Resolution Approving Contract Proposal by Medical Reimbursement Services for the City of Calumet City. (ambulance Billing)
(Res.# 19-08) (See Attached Page 4C)

Ordinance #5: Emergency Services – Ambulance Service Fee Ordinance Amending Chapter 22, Article 1, Section 22-2, of the Municipal Code of Calumet City, Cook County, Illinois (Emergency Services – Ambulance Service Fee).
(Ord.#19-05) (See Attached Page 4D)

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 19-05

**A RESOLUTION CONCERNING PERMITS AND RESPONSIBILITIES FOR
CONSTRUCTION ON IDOT ROADWAYS LOCATED WITHIN THE CITY OF
CALUMET CITY**

MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA T. FIGGS, City Clerk

MICHAEL NAVARRETE
MAGDALENA J. WOSZYNSKI
DEANDRE TILLMAN
RAMONDE WILLIAMS
DEJUAN GARDNER
JAMES PATTON
ANTHONY SMITH

Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 02/14/19
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

RESOLUTION NUMBER 19-05

**A RESOLUTION CONCERNING PERMITS AND RESPONSIBILITIES FOR
CONSTRUCTION ON IDOT ROADWAYS LOCATED WITHIN THE CITY OF
CALUMET CITY**

WHEREAS, the City of Calumet City, Cook County, Illinois (the “City”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “*Home Rule Powers*”); and

WHEREAS, the City of Calumet City, hereinafter referred to as MUNICIPALITY, located in the County of Cook, State of Illinois, desires to undertake, in the calendar years 2019 and 2020, the location construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department; and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, by and through its Home Rules Powers, as follows:

Section 1. That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by the Department, and MUNICIPALITY shall hold State of Illinois harmless during the prosecution of

such work, and shall assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

Section 2. That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

Section 3. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 4. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.


[Intentionally left blank]

PASSED by the Mayor and City Council of the City of Calumet City, Cook County,

Illinois this 14th day of February, 2019, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
NAVARRETE	X			
WOSZYNSKI	X			
TILLMAN	Y			
WILLIAMS	X			
GARDNER	X			
PATTON	X			
SMITH	X			
(MAYOR QUALKINBUSH)				
TOTALS	7			

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this
14th day of February, 2019.


Michelle Markiewicz Qualkinbush
Mayor

ATTEST:


Nyota T. Figgs
CITY CLERK

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 19-06

**A RESOLUTION OF THE CITY OF CALUMET CITY, COOK COUNTY,
ILLINOIS, ESTABLISHING GUIDELINES AND SPECIFICATIONS
FOR A COLLEGE/UNIVERSITY COMMUNITY AND ECONOMIC
DEVELOPMENT (CED) INTERNSHIP PROGRAM**

MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA T. FIGGS, City Clerk

MICHAEL NAVARRETE
MAGDALENA J. WOSZYNSKI
DEANDRE TILLMAN
RAMONDE WILLIAMS
DEJUAN GARDNER
JAMES PATTON
ANTHONY SMITH

Aldermen

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Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

RESOLUTION NUMBER 19-06

**A RESOLUTION OF THE CITY OF CALUMET CITY,
COOK COUNTY, ILLINOIS, ESTABLISHING GUIDELINES AND
SPECIFICATIONS FOR A COLLEGE/UNIVERSITY COMMUNITY
AND ECONOMIC DEVELOPMENT (CED) INTERNSHIP PROGRAM**

WHEREAS, the City of Calumet City, Cook County, Illinois (the "*City*") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "*Home Rule Powers*");

WHEREAS, the Mayor and City Council of the City of Calumet City (the "*Corporate Authorities*") have determined that significant professional and public interests are served by providing a university/college internship program relative to Community and Economic Development (the "*CED Internship Program*");

WHEREAS, the *CED Internship Program* helps to build the City's professional capacity to bring new businesses, expand existing businesses, and enhance quality of life;

WHEREAS, the CED Internship Program provides professional experience to university/college graduating seniors and graduate students who attend local colleges and universities, and who have completed course work within this field of study or a related field of study;

WHEREAS, qualifying students for the *CED Internship Program* must provide the following documentation: proof of 3.0 GPA or higher; proof of senior status or attending graduate school; proof of current college/university enrollment; provide cover letter referencing Calumet City's *CED Internship Program*; provide resume, provide letter of recommendation

from Professor and/or Advisor; and proof college/university will accept Calumet City's *CED Internship Program* as a fulfillment of degree (or class credit hours) requirement in lieu of class;

WHEREAS, the Corporate Authorities have promulgated certain guidelines and specifications for the implementation of the CED Internship Program, a copy of which is attached hereto and made a part hereof as Exhibit A;

WHEREAS, the *CED Internship Program* is a 14-week program requiring students to spend 8 hours per week at City Hall working on intense research and complex projects as well as related field work;

WHEREAS, the *CED Internship Program* does not offer payment for employment – the program offers a \$100 per week stipend (\$12.50 per hour) - not to exceed 8 hours per week (14-week program); and

WHEREAS, it is now the desire of the Corporate Authorities to formally establish the policies and practices of the *CED Internship Program*.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, by and through its Home Rule Powers, as follows:

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

Section 2. The CED Internship Program criteria, as contained and described in Exhibit A, is hereby approved as the policy and practice of the CED Internship Program, with such necessary changes as are determined by the City Administrator and authorized by the Mayor, at any time, to effectively operate and manage the CED Internship Program.

Section 3. The officials and officers of the City are hereby authorized and directed to take any and all action as is required to implement the CED Internship Program and carry out its intent and purpose.

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

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

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


[Intentionally left blank]

PASSED by the Mayor and City Council of the City of Calumet City, Cook County,

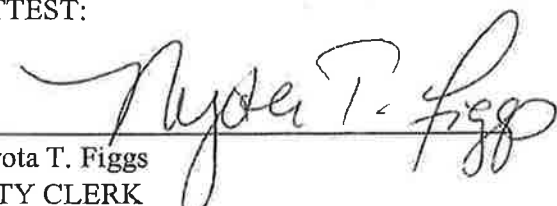
Illinois this 14th day of February, 2019, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
NAVARRETE	X			
WOSZYNSKI	X			
TILLMAN	X			
WILLIAMS	X			
GARDNER	X			
PATTON	X			
SMITH	X			
(MAYOR QUALKINBUSH)				
TOTALS	7			

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this
14th day of February, 2019.


Michelle Markiewicz Qualkinbush
Mayor

ATTEST:


Nyota T. Figgs
CITY CLERK

RESOLUTION NO. 19-08

A RESOLUTION APPROVING A CONTRACT WITH MEDICAL REIMBURSEMENT SERVICES, LLC

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

WHEREAS, THE City plans to enter into a contract with MEDICAL REIMBURSEMENT SERVICES, LLC to provide ambulance billing services, in accordance with the terms of the Contract attached hereto as Exhibit A;

WHEREAS, the appropriate city officials have considered and reviewed the Contract attached as Exhibit A and find the same to be in the best interests of the City;

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

SECTION 1: AGREEMENT FOR AND TERMS AUTHORIZED

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

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

The City Council further authorizes the Mayor or her designee and the City Clerk to execute the Contract and 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 reasonable required by the City to carry out, give effect to, and consummate the intent of this Resolution.

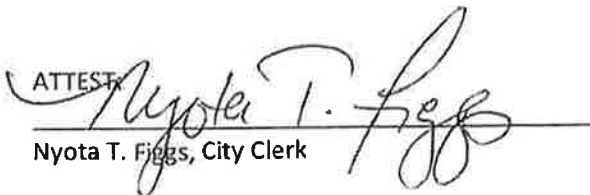
SECTION 3: EFFECTIVE DATE

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

PASSED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, this 14 Day of February 2019.

APPROVED this 14 day of February , 2019.


Michelle Markiewicz Qualkinbush, Mayor

ATTEST

Nyota T. Figg, City Clerk

**Billing Contract
For
CITY OF CALUMET CITY**

THIS AGREEMENT is between the City of Calumet City (hereinafter referred to as "CUSTOMER"), located at 204 Pulaski Road, Calumet City, IL 60409 and Medical Reimbursement Services, LLC (hereinafter referred to as "MRS"); and located at 11551 W 184th Place, Orland Park, IL 60467.

WHEREAS, CUSTOMER and MRS desire that MRS handle all of the billing functions for Ambulance Services provided by CUSTOMER;

TO WHICH, the parties agree as follows:

1. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between parties hereto, "EMS BILLING PROPOSAL" are attached hereto and, by this reference, made a part of this Agreement.
2. **SERVICES PROVIDED.** MRS agrees to provide the services described herein and specified more fully in "EMS BILLING PROPOSAL" beginning on the Commencement Date, and continuing through completion of the Services provided for herein
 - a. For each EPCR form and accompanying patient information sheet submitted by CUSTOMER, MRS will prepare the appropriate reimbursement form and submit the form and/or invoice to the appropriate third party payer or individual for payment. CUSTOMER retains responsibility for providing accurate and complete documentation of clinical services provided. CUSTOMER understands that MRS can only code from the documentation provided.
3. **COLLECTIONS.** All monies collected will be directed to CUSTOMER. Any collections received directly by MRS will be held in safekeeping and promptly remit those payments to CUSTOMER in a manner prescribed by CUSTOMER

It is responsibility of CUSTOMER to notify MRS within 72 [seventy-two] hours of all payments, correspondence, explanation of benefits, etc. relating to the services heretofore described.

MRS shall continue its best efforts to collect all payments on behalf of CUSTOMER in regard to such invoices for a period of 6 [six] months from date of issuance, MRS will deliver all documentation relating to those invoices to CUSTOMER for disposition as CUSTOMER deems desirable. MRS will provide CUSTOMER with contact information of Collection Agency upon request.

CUSTOMER shall provide MRS guidelines for sending the bills and claims, including but not limited to, the rates to be charged. CUSTOMER shall provide MRS with written notice of any changes that affect ambulance billing, including but not limited to, rate changes.

4. **COMPENSATION / FEES.** MRS will provide the CUSTOMER the services outlined in this proposal for the fee for 0% for the first 3 months, 4% for the remaining

12 months. This fee is based on the \$1,200.00 across the board fee schedule being implemented.

5. **OUT-OF-POCKET EXPENSES.** MRS shall be reimbursed for all reasonable out-of-pocket expenses incurred in performance of services and for usual expenses incurred at the written request of CUSTOMER. Expenses for local travel, postage and telephone charges are included in the price for services and shall not be considered out-of-pocket expenses
6. **TERM.** The term of this Agreement shall commence on May 1, 2019 (the "Commencement Date") and shall expire at the close of business on April 30, 2020.
7. **TERMINATION.**
 - a. **Default.** Each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within 15 [fifteen] days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).
 - b. **Acts of Insolvency.** Either party may terminate this Agreement by written notice to the other and regard the other party as in default of this Agreement, if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs, that party shall immediately notify the other party of its occurrence.
 - c. **Force Majeure; Suspension and Termination.** In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of (or if failure to perform the Services is caused by) natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds 30 [thirty] days from the receipt of notice of the Force Majeure Event, either party so affected may be given or may give written notice to terminate this Agreement.
 - d. **Rights and Obligations of the Parties on Termination.** CUSTOMER shall pay MRS all fees and expenses due under paragraphs 3 and 4 hereof up to and including the date of termination of this Agreement.
 - e. **Notification.** Each party has the right to terminate this Agreement by notifying the other within 30 [thirty] days of such termination. Notification must be by registered letter through the U.S. Postal Service.
8. **Records / Confidentiality.** All medical records relating to the ambulance services rendered by the ambulance crew, claims, run reports, etc. shall be and remain the

property of CUSTOMER. MRS will comply with all laws and policy regulations concerning patient confidentiality and will not disclose confidential information other than required by law.

9. **CONSEQUENTIAL DAMAGES.** In no event shall either of the parties hereto be liable to the other for the payment of any consequential damages.

10. **ASSIGNMENT.**

- a. **Consent Required.** Neither party shall assign or subcontract the whole or any part of this Agreement without the other party's written consent, except that the CUSTOMER may assign without the consent of MRS to any corporate affiliate provided that CUSTOMER remains the guarantor of, and is fully liable for, the performance of all of its obligations under Agreement, and MRS may assign its right to receive payments to such third parties as MRS may desire without consent of CUSTOMER, provided that MRS gives written notice including evidence of such assignment to CUSTOMER 30 [thirty] days in advance of any payment so assigned.
- b. **Subcontracting.** Any subcontract made by MRS with the consent of the CUSTOMER as aforesaid shall incorporate by reference all the terms of this Agreement. MRS agrees to guarantee the performance of any subcontractor used in performance of the Services.

11. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Illinois.

12. **REPORTS.** On or before the 15th [fifteen] day of each month that this Agreement is in effect, MRS shall provide CUSTOMER with an accounting reports detailing transactions, receivables, accounts aging, and collections. Additionally, MRS will remain fully compliant with confidentiality and privacy requirements under H.I.P.A.A.

13. **SIGNATURE.** It is the responsibility of CUSTOMER to obtain the signature of the patient or verification that it could not be obtained for the HIPPA privacy notice, for consent to release records as necessary for payment and for assignment of benefits forms.

14. **MISCELLANEOUS.** MRS and CUSTOMER are contractors' independent of one another and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

- a. **Insurance.** MRS shall insure against all losses and damages which are result of the fault or negligence of MRS in the carrying out of the Services. MRS shall carry errors and omissions insurance. 1 [one] million dollar General Liability with a 2 [two] million aggregate limit.
- b. **Notices.** Any notice or other communication hereunder shall be in writing.
- c. **Waiver.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.
- d. **Modifications.** If CUSTOMER and MRS modify in writing the scope of services hereunder, MRS shall perform these services according to the modified contract.

The modified contract shall provide any appropriate revisions to the compensation provisions of the modified contract and any other terms and conditions of performance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**MEDICAL REIMBURSEMENT
SERVICES, LLC**

BY: 

Its: VP of Marketing

CITY OF CALUMET CITY

By: 

Its: Mayor

**THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 19-05**

**AN ORDINANCE AMENDING CHAPTER 22, ARTICLE I,
SECTION 22-2, OF THE MUNICIPAL CODE OF
CALUMET CITY, COOK COUNTY, ILLINOIS
(EMERGENCY SERVICES – AMBULANCE SERVICE FEE)**

**MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA T. FIGGS, City Clerk**

**MICHAEL NAVARRETE
MAGDALENA J. WOSZYNSKI
DEANDRE TILLMAN
RAMONDE WILLIAMS
DEJUAN GARDNER
JAMES PATTON
ANTHONY SMITH**

Aldermen

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Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805**

ORDINANCE NO. 19-05

**AN ORDINANCE AMENDING CHAPTER 22, ARTICLE I, SECTION 22-2, OF THE
MUNICIPAL CODE OF CALUMET CITY, COOK COUNTY, ILLINOIS
(EMERGENCY SERVICES – AMBULANCE SERVICE FEE)**

WHEREAS, the City of Calumet City, Cook County, Illinois (the "City") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "*Home Rule Powers*"); and

WHEREAS, the Mayor and the City Council of the City of Calumet City (the "*Corporate Authorities*") may from time to time amend the text of the Municipal Code of Calumet City when it is determined to be in the best interests of the City; and

WHEREAS, the Corporate Authorities are charged with the responsibility of overseeing implementation of the terms and provisions of the City's Emergency Service Ordinance to assure that reimbursement for fees for services provided to the citizens are structured in a manner that adequately meets the expenditures, made by the City for providing the respective services.

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, by and through its Home Rule Powers, as follows:

SECTION 1: That the above recitals are incorporated herein and made a part hereof, as it fully set forth in their entirety.

SECTION 2: That Chapter 22 ("*Emergency Services*"), Article I ("*In General*"), Section 22-2, ("*Ambulance Service Fee*"), of the Municipal Code of Calumet City, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to subsections (b)(1), (b)(3) and (b)(4) of Section 22.2:

Sec. 22-2. Ambulance Service Fee.

(b) Amount of fees.

(1) The fee structure for ambulance service shall be set at the following amounts:

~~ALS treatment and transport\$800.00~~
~~BLS treatment and transport 700.00~~
Treatment and transport \$1,200.00

(2) There shall also be a fee for ALS and BLS treatment without transport. These fees shall be separate from any fees billed by our resource hospital for supplies used in treatment. The fees shall be:

ALS.....\$275.00
BLS..... \$200.00

(3) Fees for mileage, oxygen and EKG therapy shall be billed at the following amounts:

Oxygen.....\$50.00
EKG.....\$60.00
Mileage per mile.....~~7.00~~ \$15.00

(4) Fees for extrication, cleanup, vehicle use and staff time shall be billed at the following amounts:

Extrication.....~~\$500.00~~ \$1,000.00
Vehicle Use, per hour.....\$125.00
Staff Work, per hour.....\$35.00
Command Response.....~~100.00~~ \$200.00
Hazardous Materials Cleanup.....\$500.00
Motor Vehicle Accident.....\$400.00
Car Fires.....\$500.00

SECTION 3: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 4: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

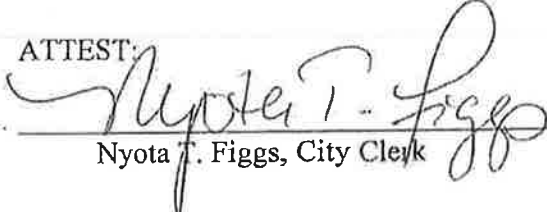
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ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 14th day of February, 2019, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
NAVARRETE	X			
WOSZYNSKI	X			
TILLMAN	X			
WILLIAMS	X			
GARDNER	X			
PATTON	X			
SMITH	X			
(MAYOR QUALKINBUSH)				
TOTALS	7			

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 14th day of February, 2019.


 Michelle Markiewicz Qualkinbush
 Mayor

ATTEST:

 Nyota T. Figgs, City Clerk

Ordinance #6: Mayor approval
(Emergency Payment)

Ordinance amending Chapter 2, Division 1, Section 2-882 requiring approval of Mayor for (Emergency Payments).

Alderman Gardner moved, seconded by Alderman Tillman, to defer Ord. #6 to committee. Alderman Patton was opposed.

MOTION CARRIED

Alderman Tillman moved, seconded by Alderman Gardner, to pass the Resolution # 1,2 and 4 and adopt Ordinance #5 as presented, without the necessity of prior posting.

ROLL CALL

YEAS: 7
NAYS: 0
ABSENT 0

ALDERMEN: Tillman, Gardner, Patton, Smith, Navarrete, Wosczyński, Williams
ALDERMEN: None

MOTION CARRIED

FINANCIAL MATTERS

#1: Retirement pay-out to
Marcia Kolczynski from
account #01023-51148

Approve pay-out to Marcia Kolczynski due to her retirement in the amount stated in the communication; authorized the City Treasurer to remit payment from account # 01023-51148.

#2: Disability/Retirement pay-
out to Officer A. Oberman
from account #01060-51105

Approve pay-out to Officer A. Oberman due to his disability/retirement in the amount stated in the communication; authorize the City Treasurer to remit payment from account # 01060-51105.

#3: Retirement pay-out to Sgt.
Rober Janiga from account
#01060-51105

Approve pay-out to Sgt. Robert Janiga due to his retirement in the amount stated in the communication; authorize the City Treasurer to remit payment from account # 01060-51105.

#4: Approve settlement
authority request in the case of
Christopher Stapleton v.
Calumet City RE: Workers'
Comp from account #01050-
52131

Approve settlement authority request in the case of Christopher Stapleton v. Calumet City RE: Workers' Compensation Claim in the amount stated in the communication; authorize the City Treasurer to remit payment from account #01050-52131.

#5: Approve payment to
Chicago Southland Convention
and Visitor's Bureau in
accordance with Ord. 02-21

Approve payment to Chicago Southland Convention and Visitor's Bureau in accordance with Ordinance 02-21 for promoting tourism and imposition of Hotel Accommodations Tax in the amount of \$2,889.52; authorize the City Treasurer to remit payment from account # 01099-52696.

#6: Approve reimbursement to City Clerk Figgs for membership to the International Institute of Municipal Clerks Association from account #01022-5235

Approve reimbursement to City Clerk Figgs in the amount of \$210.00 for membership to the International Institute of Municipal Clerks Association 2019 membership; authorize City Treasurer to remit payment from account #01022-5235

#7: Approve pay-out to Daniel Kaczmarczyk due to his resignation from account #03036-51150

Approve pay-out to Daniel Kaczmarczyk due to his resignation in the amount stated in the communication; authorize the City Treasurer to remit payment from account #03036-51150.

#8: Approve Payroll

Approve Payroll: (\$776,472.17) 1/25/19
(\$812,519.64) 2/8/19

#9: Approve Bill Listing

Approve Bill Listing (\$1,438,376.76)

#10: Approve Emergency Payment

Approve Emergency Payments (\$55.00)

Approve financial items

Alderman Williams moved, seconded by Alderman Smith, to approve financial items 1 thru 5 and 7 thru 10 as presented.

ROLL CALL

YEAS: 7
NAYS: 0
ABSENT: 0

ALDERMEN: Patton, Williams, Tillman, Gardner, Smith, Navarrete, Wosczyński
ALDERMEN: None
ALDERMAN: None

MOTION CARRIED

Refer #6 to Dept. head

Alderman Williams moved, seconded by Alderman Smith to refer #6 to the Department Head to process thru the reimbursement process.

MOTION CARRIED

UNFINISHED BUSINESS

7th Ward Upcoming Events

Alderman Smith reminded residents to participate in upcoming events; also, if residents see any suspicious behavior surrounding vacant properties, contact the Alderman.

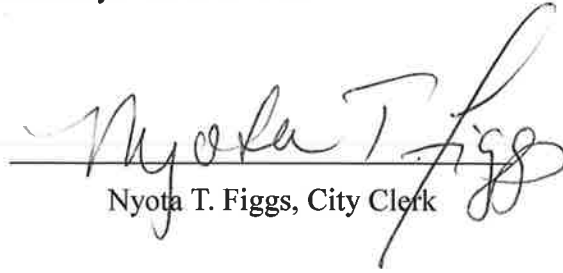
EXECUTIVE SESSION

NONE

ADJOURNMENT

Adjournment was at 8:03 p.m. on a motion made by Alderman Wosczynski, seconded by Alderman Patton.

MOTION CARRIED


Nyota T. Figs, City Clerk

/db