

JOURNAL OF PROCEEDINGS

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

JANUARY 14, 2021

Public Comment

There was no public comment.

Pledge Of Allegiance

The City Council of the City of Calumet City met in the City Council Chambers at 6:00 p.m. in a regular meeting on January 14, 2021 with Mayor Michelle Markiewicz Qualkinbush, present and presiding.

ROLL CALL

PRESENT: 7 ALDERMEN: Navarrete, Swibes, Tillman, Williams, Gardner (6:03 p.m.), Patton, Smith

ABSENT: 0 ALDERMAN: None

Also present was City Clerk Figgs, City Treasurer Tarka, Police Chief Fletcher, Fire Chief Bachert, City Administrator William Murray, Mayor's Assistant Rose Bonato, and Deputy Clerk Danielle Smith.

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

REPORTS OF STANDING COMMITTEES

Finance Alderman Patton had no report.

Public Safety Alderman Williams had no report.

Public Utilities Alderman Swibes had no report.

Ord. & Res. Alderman Tillman gave a report from the Ordinances & Resolutions Committee meeting held January 7, 2021.

H.E.W Alderman Gardner had no report.

Permits & Licenses Alderman Smith informed residents the 7th Ward Newsletter has been mailed and residents may call his office 708-891-8197 for information on food and energy assistance and COVID testing.

Public Works

Alderman Navarrete asked that residents utilize driveways and garages to keep streets clear for snow removal.

CITY COUNCIL REPORTS

Mayor Michelle

Mayor Michelle reported the city is working with the Cook County Department of Public Health and Fire Chief Bachert for updates on the distribution of COVID vaccines.

City Treasurer Tarka

City Treasurer Tarka explained that Informational Item #7F will not affect electrical aggregation.

Alderman Navarrete – 1st Ward

Alderman Navarrete encouraged residents to fill out the 1st Ward survey on the Calumet City website.

(inaudible comments)

Alderman Swibes – 2nd Ward

Alderman Swibes reported the 2nd Ward Newsletter has been mailed and thanked residents for calls and feedback.

Alderman Swibes encouraged residents to call her office 708-891-8192 if they have received a bill for COVID tests.

Alderman Tillman – 3rd Ward

Alderman Tillman informed residents that Town Hall Meetings will be cancelled until COVID restrictions are lifted.

Alderman Tillman encouraged senior residents to call his office 708-891-8193 if interested in snow removal services for each occurrence.

Alderman Williams – 4th Ward

Alderman Williams gave honor to God, and reported the 4th Ward Newsletter has been mailed.

Alderman Williams thanked Calumet City business owners for participating in a recent event.

Alderman Gardner – 5th Ward

Alderman Gardner wished residents a Happy New Year, informed residents that January is National Glaucoma Awareness Month.

Alderman Gardner encouraged senior residents to call his office if interested in snow removal services.

Alderman Patton – 6th Ward

Alderman Patton informed residents they should receive a copy of the 6th Ward Newsletter in the mail soon.

Alderman Patton encouraged residents to contact the Illinois Department of Public Health or their family physicians for information regarding COVID vaccinations.

INFORMATIONAL ITEMS TO BE ACCEPTED AND PLACED ON FILE

A. Calumet City Resources

RE: Thanking the Mayor and City Council for \$5000.00 grant and Turkeys

- | | |
|--|--|
| B. <u>Comcast</u> | RE: Regional Sports Networks |
| C. <u>Illinois Environmental Protection Agency</u> | RE: Notice of Application for Permit to Manage Waste for CID Recycling and Disposal Facility |
| D. <u>U.S. Distict Court</u> | RE: Frederic Dellenbach v. City of Calumet City (et.al) |
| E. <u>Ankin Law</u> | RE: James Gigliotti v. City of Calumet City |
| F. <u>ComEd</u> | RE: Rate Decrease |
| G. <u>City Clerk Figgs</u> | RE: Revenue Report for December 2020 |
| H. <u>Board of Fire and Police Commissioners</u> | RE: Informing the Council of the hiring of Firefighter Kyle Zbinden effective January 4, 2021 |
| I. <u>Board of Fire and Police Commissioners</u> | RE: Informing the Council of the promotion of Ryan Hornback to Lieutenant Promotion of Samuel Vega to Engineer effective December 28, 2020 |
| J. <u>City Treasurer Tarka</u> | RE: Revenue & Expense Reports September & October 2020 |

Accept & place on file

Alderman Gardner moved, seconded by Alderman Patton, to accept items A – J and place on file.

MOTION CARRIED

NEW BUSINESS

1): Authorize the City Clerk to advertise for the demolition of multiple properties

Authorize the City Clerk to advertise for bid for the demolition of the following properties:

- 141 155th St
- 1053 Hirsch
- 451 Greenbay
- 501 Ingraham

2): Approve installation of a Resident Parking Only sign in front of 244 156th St.

Approve installation of a Resident Parking Only sign in front of 244 156th St.; direct Public Works to install sign.

Approve New Business

Alderman Williams moved, seconded by Alderman Navarrete, to approve items #1 - #2 as presented.

ROLL CALL

AYES: 7
 NAYS: 0
 ABSENT: 0

ALDERMEN: Navarrete, Swibes, Tillman, Williams, Gardner, Smith
 ALDERMEN: None
 ALDERMAN: None

MOTION CARRIED

BUILDING PERMITS

<u>NEW FENCE</u>	<u>WARD</u>
651 Bensley	7 th Ward

Approve Permits

Alderman Smith moved, seconded by Alderman Swibes, to approve the building permits as presented.

MOTION CARRIED

RESOLUTIONS AND ORDINANCE

#1): Ordinance Amending Handicapped Parking Ordinance Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois Handicapped Parking by adding: 409 Mackinaw Ave.

Ordinance Amending Handicapped Parking Ordinance Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois Handicapped Parking by adding: 409 Mackinaw Ave.

(Ord. #21-01)

(See attached page 4A)

#2): An Ordinance Approving A Text Amendment To The Zoning Ordinance Of The City Of Calumet City To Add A Mixed Use Overlay District

An Ordinance Approving A Text Amendment To The Zoning Ordinance Of The City Of Calumet City To Add A Mixed Use Overlay District.

(Ord. #21-02)

(See attached page 4B)

#3): An Ordinance Amending The Zoning Ordinance Of The City Of Calumet City To Permit Transitional Housing In Designated Zoning Districts.

An Ordinance Amending The Zoning Ordinance Of The City Of Calumet City To Permit Transitional Housing In Designated Zoning Districts.

(Ord. #21-03)

(See attached page 4C)

#4): A Resolution Congratulating Marilyn Schultz On Her 90th Birthday on January 6, 2021

A Resolution Congratulating Marilyn Schultz On Her 90th Birthday On January 6, 2021.

(Res. #21-01)

(See Attached page 4D)

#5): A Resolution Approving An Agreement Between Andres Medical Billing, Ltd. And The City Of Calumet City

A Resolution Approving An Agreement Between Andres Medical Billing, Ltd. And The City Of Calumet City.

(Res. # 21-02)

(See Attached page 4E)

#6): A Resolution Approving An Agreement Between Fire Recovery USA, LLC And The City Of Calumet City

A Resolution Approving An Agreement Between Fire Recovery USA, LLC And The City Of Calumet City.

(Res. #21-03)

(See attached page 4F)

Adopt Ordinances and Pass Resolutions

Alderman Patton moved, seconded by Alderman Smith, to adopt ordinances and pass resolutions #1 - #6 as presented.

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER

21-01

**AN ORDINANCE AMENDING CHAPTER 90 OF THE MUNICIPAL CODE
OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS**

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

MIKE NAVARRETE
MARY E. SWIBES
DEANDRE D. 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 1-14-2021 Office of the City Clerk - 204 Pulaski Road, Calumet City, Illinois 60409**

ORDINANCE NO.: 21-01

**AN ORDINANCE AMENDING CHAPTER 90 OF THE MUNICIPAL CODE
OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS**

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 Section 90-317 (Handicapped parking) of Article V [Stopping, Standing and Parking] of Chapter 90 [Traffic and Vehicles] of the Municipal Code of Calumet City, Illinois, is hereby amended by adding the following language to subsection G (Signed areas) to read, as follows:

409 Mackinaw Ave.

Section 2. The Commissioner of Streets and Alleys is hereby authorized and directed to install the proper signs in accordance with the terms and conditions of this Ordinance.

Section 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision 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 upon its passage, approval and publication as provided by law.

ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 14th day of January, 2021 pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Navarrete	X			
Swibes	X			
Tillman	X			
Williams	X			
Gardner	X			
Patton	X			
Smith	X			
(Mayor Qualkinbush)				
TOTAL	7			

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 14th day of January, 2021.


Michelle Markiewicz Qualkinbush

MAYOR

ATTEST: 

Nyota T. Figgs
CITY CLERK

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 21-02

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE ZONING
ORDINANCE OF THE CITY OF CALUMET CITY TO ADD A MIXED USE
OVERLAY DISTRICT**

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

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
MARY E. SWIBES
DEANDRE TILLMAN
RAMONDE WILLIAMS

Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 01/14/21
Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park,
Illinois 60805

ORDINANCE NO. 21-02

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE ZONING
ORDINANCE OF THE CITY OF CALUMET CITY TO ADD A MIXED USE OVERLAY
DISTRICT**

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 has previously adopted the Zoning Ordinance of the City of Calumet City, which contains the City’s official zoning districts and their related permitted and conditional uses; and

WHEREAS, mixed use overlay zoning encourages coordinated and cohesive development and revitalization along commercial corridors; and

WHEREAS, The City’s Zoning Board of Appeals held a duly noticed public hearing on December 16, 2020 wherein it voted (5) yes and (0) no to recommend approval of the text amendment to the City Council;

WHEREAS, the Mayor and City Council find it to be in the best interest of the City to amend the Zoning Ordinance of the City of Calumet City, Illinois to create a mixed use overlay zoning district.

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 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: Section 6.1 "Classes of districts" of Section VI. "Zoning districts and zoning district map" of the Zoning Ordinance of the City of Calumet City is hereby amended by eliminating the stricken text and adding the underlined text as follows:

6.1 Classes of districts.

In order to classify, regulate and restrict the location of trades, industries and the location of buildings designed for specified uses, to regulate and limit the height and bulk of buildings hereafter erected or structurally altered, to regulate and limit the intensity of the use of the lot areas, and to regulate and determine the areas of yards, courts and other open spaces within and surrounding such buildings, the City of Calumet City, Illinois, is hereby divided into ~~ten (10)~~ eleven (11) classes of districts:

R-1 One-family residence district

R-2 Two-family and three-family residence district

R-3 Multiple-family residence district

B Commercial business district

B-2 Service business commercial district

B-3 Community commercial business district

M-1 Light industrial district

M-2 Heavy industrial district

OR Office research district

Public land use

MU Mixed Use Overlay district

and the location and boundaries of which are shown on the map and notations thereon titled "The Zoning Map of Calumet City," which said map is on file in the office of the building commission of Calumet City, and together with all notations, references, and other information shown thereon, are a part of this ordinance and have the same force and effect as if said map and all the notations, references and other information thereon were all fully set forth and described herein.

Except as hereinafter provided:

- (1) No building shall hereafter be erected or altered, nor shall any building or premises be used for any purpose other than is permitted in the district in which such building or premises is located.
- (2) No building shall be erected or altered to exceed in height the limit herein established for the district in which such building is located.
- (3) No building shall be erected or altered except in conformity with the area regulations of the district in which the building is located.
- (4) The minimum yards and other open space, including lot area required by the ordinance for each and every building existing at the time of passage of this ordinance, or for any building hereafter erected shall not be encroached upon or considered as yard or open space requirements for any other building.

Section 3: Section XI. "Reserved" of the Zoning Ordinance of the City of Calumet

City is hereby amended by eliminating the stricken text and adding the underlined text as follows:

Section XI. – ~~Reserved~~ Overlay Districts

11.1 MU: Mixed Use Overlay District

Purpose: To allow residential uses above first floor commercial uses along certain business corridors in the City of Calumet City in order to increase residential density, encourage pedestrian-oriented businesses, and allow flexibility of development in accordance with the City's Comprehensive Plan and any amendments thereto.

Overlay zone: Land within the mixed-use overlay district shall also be classified in one or more underlying zoning districts. The zoning map shall include both the underlying zoning district and the mixed-use overlay district. The regulations for the mixed-use overlay district shall be in addition to those regulations for the underlying zoning district. Where there is a conflict between the provisions of the mixed-use overlay district and the underlying zoning district, the mixed use overlay zone shall prevail.

Permitted Uses:

- Retail or service establishments dealing directly with consumers and compatible with the specified design standards of this section are permitted on the first floors of buildings in the mixed-use overlay district. These uses include, but are not limited to:
 - Antique Shops
 - Art Shops and Galleries

- Bicycle sales, rentals, repairs
 - Bookstores and libraries
 - Candy or ice cream shops
 - Clothing and shoe stores
 - Dry cleaners
 - Employment agencies
 - Florist shop
 - Game rooms
 - Hardware stores
 - Jewelry and watch sales and repairs
 - Pet grooming shops
 - Newspaper, magazine, and tobacco shops
 - Picture framing stores
 - Post office
 - Restaurants, Delis, Bakeries
- The Economic Development Director shall interpret whether a specific use is permitted as defined in this section.
 - Upper stories may be other commercial uses, offices, and/or residential.

Design Standards:

- Floor area and coverage: The floor area coverage shall not exceed 90%
- There shall be a rear yard having a depth of not less than five (5) feet.
- The maximum building height shall be 50 feet.
- The front building façade must abut the sidewalk or be located within 5 feet of the sidewalk. The primary entrance door must face the sidewalk.
- A minimum of 60% of the front building façade between 2-8 feet in height must be comprised of clear, non-reflective windows that allow views of indoor commercial space or product display areas.
- Off street parking is not required for commercial uses abutting the pedestrian sidewalk unless the use exceeds 10,000 square feet. Off street parking shall be enclosed or located to the rear of the principal building and not visible from the right of way or pedestrian sidewalk. A maximum of one and one-half (1 ½) parking spaces shall be provided per residential unit.
- Driveways and vehicle access must be made through the alley. No driveways are permitted along the sidewalk. Curb cuts are discouraged. Drive through windows are permitted only in designated off street parking areas.
- Lighting Standards:
 - Building mounted pedestrian-oriented streetlights shall be provided at a scale of three to twelve feet from grade.
 - All pedestrian areas must be well-marked and well-lit.
 - No lighting shall shine directly from a light source onto the ground, into the windows, or onto improvements of an abutting residential property.
- Signage Standards:

- All signs must adhere to Chapter 70 of this code.
- Signs must be proportionate to building scale and neighboring signs.
- Signage shall be placed along the pedestrian sidewalk on building facades, awnings and projecting signs.
- Signs shall have no elements that are flashing, blinking, rotating, or pulsating.

Site Plan Review: Prior to the issuance of any construction permits, all development in the mixed use overlay district must undergo a site plan review by the Department of Inspectional Services to ensure compliance with these design standards.

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

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

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

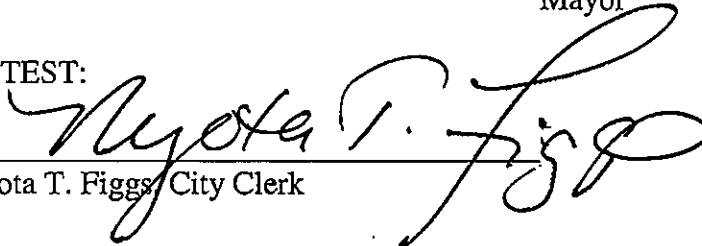
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ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 14th day of January 2021, pursuant to a roll call vote, as follows:

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

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 14th day of January 2021.


 Michelle Markiewicz Qualkinbush
 Mayor

ATTEST:

 Nyota T. Figgs City Clerk

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 21-03

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY
OF CALUMET CITY TO PERMIT TRANSITIONAL HOUSING IN
DESIGNATED ZONING DISTRICTS**

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

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
MARY E. SWIBES
DEANDRE TILLMAN
RAMONDE WILLIAMS

Aldermen

**Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 1/11/2021
Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park,
Illinois 60805**

Ord. #21-03

ORDINANCE NO. 21-03

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CALUMET CITY TO PERMIT TRANSITIONAL HOUSING IN DESIGNATED ZONING DISTRICTS

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 has previously adopted the Zoning Ordinance of the City of Calumet City, which contains the City’s official zoning districts and their related permitted and conditional uses; and

WHEREAS, The City’s Zoning Board of Appeals held a duly noticed public hearing on September 2, 2020 wherein it voted (4) yes and (1) not to recommend approval of the text amendments; and

WHEREAS, the Mayor and City Council find it to be in the best interest of the City to amend the Zoning Ordinance of the City of Calumet City, Illinois to establish reasonable zoning regulations for transitional living residences.

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 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: Section 3.2 “Definitions” of Sec. III. “Rules and definitions” of the Zoning Ordinance of the City of Calumet City is hereby amended by adding the following definition:

Transitional living residence: A state or federally licensed group care home for juvenile delinquents, half-way houses providing residences, rehabilitation and counseling to persons on release from a more restrictive custodial confinement, and residential rehabilitation treatment centers or residences, which also may provide out-patient rehabilitation for alcohol and other drug abuse.

Section 3: "Permitted Uses" of Section 7.3 "R-3 multiple-family residence district" is hereby amended by adding the underlined language:

7.3 R-3 multiple-family residence district.

Permitted uses. No building or land shall be used and no building shall hereafter be erected, structurally altered, or enlarged unless otherwise provided herein except for the following uses:

Multiple-family dwellings and apartments.

One-family row dwellings (party) walls.

Apartment hotels.

Hotels in which incidental business may be conducted only as a service for the persons living therein, provided there is no entrance to such places of business except from the inside of the building and provided that no sign advertising such business shall be visible from outside the business.

Transitional living residences. Subject to the following:

1. The sponsoring agency must obtain an administrative occupancy permit prior to establishing a transitional living residence. No dwelling unit shall be occupied as a transitional living residence until a certificate of occupancy has been issued by the building commissioner. No certificate of occupancy shall be issued for a transitional living residence unless:
 - a. The transitional living residence is located at least two thousand five hundred (2,500) feet from any existing transitional living residence, substance abuse treatment facility, or similar facility as measured from lot line to lot line; and
 - b. The transitional living residence is located at least two thousand five hundred (2,500) feet from any religious assembly, school, or other educational institution.
 - c. The applicant demonstrates that it has either obtained or is eligible for state or local licensing or certification to operate the proposed transitional living

residence, or that the transitional living residence is licensed or certified or eligible for licensing or certification.

2. The building commissioner may revoke a certificate of occupancy for a transitional living residence if its license or certification, or the operator's license or certification to operate a transitional living residence is revoked. A certificate of occupancy is not transferable to another operator or to another location.

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

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

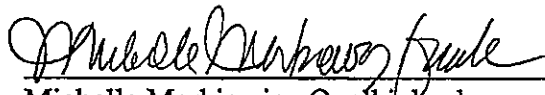
Section 6: This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

Intentionally left blank.

ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 14th day of January 2021, pursuant to a roll call vote, as follows:

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

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 14th day of January 2021.


 Michelle Markiewicz Qualkinbush
 Mayor

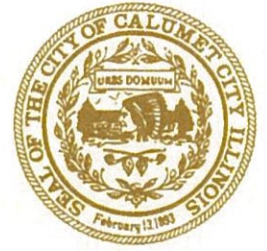
ATTEST:


 Nyota T. Figgs, City Clerk

Ord. #21-03

A resolution

adopted by *The City Council*
of the *City of Calumet City, Illinois*



Presented by Mayor Michelle Markiewicz Qualkinbush on January 14, 2021

Whereas

Marilyn Schultz was born on January 6, 1931 in Hammond, Indiana and moved to Calumet City in 1953 after marriage to Tony Schultz, who was a life long resident of Calumet City.

WHEREAS, Marilyn Schultz worked for Rand McNally after high school, Conkers Printing and Attorney Darryl Lem for 30 years as his secretary.

WHEREAS, Marilyn Schultz was a secretary for the PTA when her children were in school and joined the VFW Post #8141 in Calumet City in 1956 where she still remains an active and vibrant part of the VFW Post #8141.

WHEREAS, Marilyn Schultz enjoys bowling, took organ lessons out of high school and was the organist for St. John Lutheran Church from 1967 to 1995.

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


SECTION 1. That the City Council of the City of Calumet City does hereby congratulate Marilyn Schultz on her 90th Birthday and wish her many more years.


SECTION 2. That the City Clerk be and she is hereby authorized and directed to forward a Certified copy of this Resolution to Marilyn Schultz.

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

Passed by the City Council of the City of Calumet City, Cook County, Illinois and approved by the Mayor of the City Calumet City, Cook County, Illinois, on this 14th day of January, 2021.

ATTEST:


Nyota T. Figgs, City Clerk


Michelle Markiewicz Qualkinbush, Mayor

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 21-02

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN ANDRES
MEDICAL BILLING, LTD. AND THE CITY OF CALUMET CITY**

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

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
MARY E. SWIBES
DEANDRE TILLMAN
RAMONDE WILLIAMS

Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 1-6-21
Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park,
Illinois 60805

RESOLUTION NO. 21-02

A RESOLUTION APPROVING AN AGREEMENT BETWEEN ANDRES MEDICAL BILLING, LTD. AND 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 wishes to enter into an agreement with Andres Medical Billing, Ltd. for third party billing services for City ambulance service; and

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) find it to be in the best interests of the health, safety and welfare of the City and its citizens to adopt and approve an agreement with Andres Medical Billing, Ltd.

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 Agreement with Andres Medical Billing, Ltd., attached hereto as Exhibit A, is hereby adopted and approved by the City of Calumet City.

Section 3: The proper officers of the City are hereby authorized and directed to take such steps as may be necessary to execute and enter the Agreement.

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.

ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 14th day of January, 2021, pursuant to a roll call vote, as follows:

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

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 14th day of January, 2021.


 Michelle Markiewicz Qualkinbush
 Mayor

ATTEST:

 Nyota T. Figgs, City Clerk

EXHIBIT A

Agreement with Andres Medical Billing



This Agreement is entered into as of March 1, 2021, between the City of Calumet City and Andres Medical Billing, Ltd., hereinafter referred to as AMB.

WHEREAS, City of Calumet City has determined that it is in their best interest to retain the services of an outside billing service to collect monies for services rendered by City of Calumet City.

WHEREAS, AMB does hereby hold itself as being ready and able to perform a billing service program as described herein.

NOW, THEREFORE, in consideration of the aforementioned promises and mutual covenants and promises stated herein, the parties hereby agree as follows:

1. AMB shall provide an Accounts Receivable program within AMB's computer billing system for the exclusive purpose of collections for City of Calumet City.

AMB will enter into said computer billing system, any and all ambulance trips received from City of Calumet City. AMB shall abstract, from the documentation provided by City of Calumet City, all diagnosis and procedure information necessary to determine the level and type of service provided, any billable diagnostic and therapeutic procedures performed, any billable supplies and ancillary services rendered, and the appropriate diagnosis codes to be billed for all ambulance run information provided by AMB by the client for that purpose.

AMB will follow established billing industry guidelines, including those established by State and Federal government programs, for ambulance services. City of Calumet City retains responsibility for providing accurate and complete documentation of services provided. City of Calumet City understands that AMB will code/bill only from the documentation provided.

2. AMB shall provide electronic billing of Medicare, Medicaid, Insurance claims, including 3rd party payors, when applicable. It is the responsibility of City of Calumet City to inform AMB of any changes in the company's status that would affect billing.

3. AMB will invoice all patients as directed by City of Calumet City, in accordance with State and Federal programs.

Patient invoicing will be done on a billing form specific for City of Calumet City.

Invoicing/collection activities will be conducted on the following standard schedule:

1st invoice	within 3 days of receipt
Insurance request	30 days after 1 st invoice
Automated phone call	20 days after insurance request
2 nd invoice	10 days after phone call
Final notice	20 days after 2 nd invoice
Collections or W/O review	30 days after final notice

Bill schedules may vary based on parameters set by department.

Collection agency or write off if no results from above as pre-determined by City of Calumet City.

4. All monies received by AMB on behalf of City of Calumet City will be posted to the patients' accounts on a schedule set forth by City of Calumet City. All checks will be made payable to City of Calumet City. It is the responsibility of City of Calumet City to notify AMB of any payments and/or documents pertaining to billing received at City of Calumet City relating to the services heretofore described.

5. AMB will maintain an 800-phone line for the purpose of customer service. This line will be staffed Monday through Friday from 8:30 am to 7:30 pm Central time.

AMB will promptly respond to all City of Calumet City's service recipient concerns related to all billing practices conducted herein.

6. AMB will submit monthly reports detailing the transports billed from the previous month. It is the responsibility of City of Calumet City to verify these reports and provide AMB with any missing data. All reports currently within the software of AMB's billing system will be provided to City of Calumet City at no additional cost.

7. AMB shall recognize and comply with the right of authorized City of Calumet City representatives to review any and all payment records pursuant to claims and/or collection procedures conducted herein. City of Calumet City shall have the right to audit such reports at reasonable times.
8. City of Calumet City agrees to pay AMB in accordance with the following fee schedule for the aforementioned services so long as this agreement has not been terminated.
 - a. AMB shall be paid a fee of four percent (4%) of all payments collected. Payments from the IL GEMT program shall not be included in this formula and are processed at a fee of zero percent (0%).
 - b. Payments to AMB shall be based upon revenues received in the preceding month (excluding IL GEMT revenue). AMB will provide a monthly billing to City of Calumet City calculating amounts owed to AMB based upon the above stated formula.
 - c. Failure to pay AMB within 30 days of the monthly bill may constitute immediate termination of the contract and possible legal action at the cost of City of Calumet City.
9. If City of Calumet City determines it is in their best interest to use a collection agency, City of Calumet City will deal directly with the collection agency regarding their fees.
10. It is expressly understood and agreed that AMB is an independent contractor who shall at all times maintain insurance in force as herein provided and AMB shall in all events defend and save and hold harmless City of Calumet City from any and all liabilities, obligations, debts, charges, or judgments arising from claims, injuries or debts, charges, or judgments arising from injuries or property damage claims attributable to the activities of AMB while engaged in the performance of its duties under this Agreement.
11. It is the sole determination of City of Calumet City as to fees for services that will be charged to its patients and/or facilities. It is recommended such fees should be based on fair market value.
12. This agreement shall be effective on the date hereof and shall remain in full force and effect for a term of one (1) year. Thereafter, this Agreement shall be automatically extended for successive one (1) year periods unless terminated as hereinafter set forth. All terms and provisions of this Agreement shall continue in full force and effect unless otherwise modified. Either party may terminate this agreement at any time by giving the other party ninety (90) days written notice. Notwithstanding the aforementioned, this agreement shall be subject to immediate termination by City of Calumet City if AMB fails to maintain insurance as in part 13.

- 13. AMB maintains General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate; Commercial Auto w/ hired non-owned coverage \$1,000,000; Workers Compensation \$500,000/\$500,000/\$500,000; Professional Liability of \$1,000,000; Employment Practices Liability \$250,000

- 14. If this contract is terminated prior to its completion, City of Calumet City allows AMB to continue collections efforts for a period of 6 months following the contract termination, unless other arrangements have been agreed to by both parties in writing. City of Calumet City understands that they will be responsible to pay AMB their commission on their collections during this time period in accordance with section 8 (c).

Proper notice may be given by certified or registered mail to:

Patrick J. Mannix
 Chief Executive Officer
 Andres Medical Billing, Ltd.
 3223 N. Wilke Road
 Arlington Heights, IL 60004


OR TO:

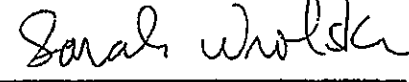
At termination of the Agreement it is the responsibility of AMB to return to City of Calumet City any and all records and documents submitted to AMB, except as required by Federal Law.

IN WITNESS WHEREOF, the Responsible Party of City of Calumet City and an Authorized Agent of AMB have executed this agreement.

CITY OF CALUMET CITY

ANDRES MEDICAL BILLING, LTD.

BY: 

BY: 

DATE: _____

DATE: January 20, 2021

13. AMB maintains General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate; Commercial Auto w/ hired non-owned coverage \$1,000,000; Workers Compensation \$500,000/\$500,000/\$500,000; Professional Liability of \$1,000,000; Employment Practices Liability \$250,000
14. If this contract is terminated prior to its completion, City of Calumet City allows AMB to continue collections efforts for a period of 6 months following the contract termination, unless other arrangements have been agreed to by both parties in writing. City of Calumet City understands that they will be responsible to pay AMB their commission on their collections during this time period in accordance with section 8 (c).

Proper notice may be given by certified or registered mail to:

Patrick J. Mannix
Chief Executive Officer
Andres Medical Billing, Ltd.
3223 N. Wilke Road
Arlington Heights, IL 60004

OR TO:

At termination of the Agreement it is the responsibility of AMB to return to City of Calumet City any and all records and documents submitted to AMB, except as required by Federal Law.

IN WITNESS WHEREOF, the Responsible Party of City of Calumet City and an Authorized Agent of AMB have executed this agreement.

CITY OF CALUMET CITY

ANDRES MEDICAL BILLING, LTD.

BY: 

BY: _____

DATE: _____

DATE: _____

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 21-03

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN FIRE
RECOVERY USA, LLC AND THE CITY OF CALUMET CITY**

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

DEJUAN GARDNER
MICHAEL NAVARRETE
JAMES PATTON
ANTHONY SMITH
MARY E. SWIBES
DEANDRE TILLMAN
RAMONDE WILLIAMS

Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 1-14-21
Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park,
Illinois 60805

Res. #21-03

RESOLUTION NO. 21-03

A RESOLUTION APPROVING AN AGREEMENT BETWEEN FIRE RECOVERY USA, LLC AND 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 wishes to enter into an agreement with Fire Recovery USA, LLC for third party billing services for motor vehicle incidents and other emergency incidents; and

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) find it to be in the best interests of the health, safety and welfare of the City and its citizens to adopt and approve an agreement with Fire Recovery USA, LLC.

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 Agreement with Fire Recovery USA, LLC attached hereto as Exhibit A, is hereby adopted and approved by the City of Calumet City.

Section 3: The proper officers of the City are hereby authorized and directed to take such steps as may be necessary to execute and enter the Agreement.

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.

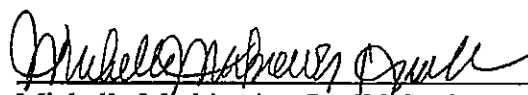
Section 6: This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

Intentionally left blank.

ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 14th day of January, 2021, pursuant to a roll call vote, as follows:

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

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 14th day of January, 2021.


 Michelle Markiewicz Qualkinbush
 Mayor

ATTEST:

 Nyota T. Figgs, City Clerk

EXHIBIT A

Agreement with Fire Recovery USA, LLC

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of March 1, 2021 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **Calumet City Fire Department**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services; and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

**ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7 CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice,

whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) Client's yearly billable run volume is at or below six runs (6).

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations; and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from

inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

**ARTICLE 11
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to Client to:

Calumet City Fire Department
684 Wentworth
Calumet City, IL 60409
Attention: _____

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

Signature: M. Craig Nagler

Name: M. Craig Nagler

Title: Manager

CLIENT:

Calumet City Fire Department

Signature: Michelle Mackiewicz Qualkinbusch

Name (printed): Michelle Mackiewicz Qualkinbusch

Title: Mayor

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 80% (eighty percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

EXHIBIT A

**MITIGATION RATES
BASED ON ORDINANCE**

(See Following pages)

ROLL CALL

AYES: 7
NAYS: 0
ABSENT: 0

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

MOTION CARRIED

FINANCIAL MATTERS

#1): Approve purchase of two (2) 1000 gallon white Elliptical Tanks

Approve purchase of two (2) 1000 gallon white Elliptical Tanks; authorize the City Treasurer to remit payment to National Tank Outlet in the amount of \$5,678.04 and to charge account #01041-53303.

#2): Approve payment for services provided on December 13, 2020, Adam Zieminski Memorial

Approve payment for services provided on December 13, 2020, Adam Zieminski Memorial; authorize the City Treasurer to remit payment to The Nudge Mill, LLC in the amount of \$12,478.71 and to charge account #01099-52990.

#3): Approve buyback for Officer Robert Delaney due to his resignation

Approve buyback for Officer Robert Delaney due to his resignation; authorize the City Treasurer to remit payment in the amount listed in the communication to be charged to the appropriate accounts.

#4): Approve buyback for Officer Adam Zieminski

Approve buyback for Officer Adam Zieminski; authorize the City Treasurer to remit payment in the amount listed in the communication to be charged to the appropriate accounts.

#5): Approve rollover dumpster service charge

Approve rollover dumpster service charge; authorize the City Treasurer to remit payment to Republic Services in the amount of \$6,836.75 and to charge account #01041-52141.

#6): Approve the City Clerk to attend classes for continuing education units at an institution of choice

Approve the City Clerk to attend classes for continuing education units at an institution of choice; direct the City Treasurer to remit payment to City Clerk Nyota T. Figgs in the amount of \$1500.00 and to charge account #01010-52300. All necessary documentation will be provided to the City Treasurer upon registration and completion.

#7): Approve removal of electronic recycling

Approve removal of electronic recycling; authorize the City Treasurer to remit payment to Lynwood Recycling Center in the amount of \$56,740.00 and to charge account #01041-52141.

#8): Approve settlement for Ronald Tenzera v. Calumet City, Case No. 19 WC 16951

Approve settlement for Ronald Tenzera v. Calumet City, Case No. 19 WC 16951; authorize the City Treasurer to remit payment, as stated in the communication, and charge to account #01050-52131.

#9): Approve lowest of two (2) estimates received for the emergency demolition of the property located at 567 Oglesby due to unsafe, unsanitary conditions

Approve lowest of two (2) estimates received for the emergency demolition of the property located at 567 Oglesby due to unsafe, unsanitary conditions; authorize the City Treasurer to remit payment to Holland Asphalt in the amount of \$10,800.00 to charge account #12507-52645

#10): Approve Workers Compensation True Up Fee (overage fee)

Approve Workers Compensation True Up Fee (overage fee); authorize the City Treasurer to remit payment to Cannon Cochran Management Services Inc. in the amount of \$6,960.00 and to charge account #01050-52271.

#11): Approve daily cleanup and landscaping of River Oaks West in October 2020

Approve daily cleanup and landscaping of River Oaks West in October 2020; authorize the City Treasurer to remit payment to The J & T Group in the amount of \$9,357.50 and to charge account #01099-52990.

#12): Approve daily cleanup and landscaping of River Oaks West in November 2020

Approve daily cleanup and landscaping of River Oaks West in November 2020; authorize the City Treasurer to remit payment to The J & T Group in the amount of \$9,115.00 and to charge account #01099-52990.

#13): Approve year five of five scheduled payments for Police Department

Approve year five of five scheduled payments for Police Department; authorize the City Treasurer to remit payment to Axon Enterprise in the amount of \$11,088.00 and to charge acct #06860-57117 (Federal Seizure Account).

#14): Approve purchase of two (2) Panasonic Toughbook computers, additional hardware and mounts to be installed in the 2020 Police vehicles purchased

Approve purchase of two (2) Panasonic Toughbook computers, additional hardware and mounts to be installed in the 2020 Police vehicles purchased; authorize the City Treasurer to remit payment to CDS Office Technologies in the amount of \$12,546.00 and to charge account #01060-51434 (Byrne JAG Grant).

#15): Approve purchase of five (5) Panasonic Toughbook computers, additional hardware and mounts to be installed in the 2020 Police vehicles purchased

Approve purchase of five (5) Panasonic Toughbook computers, additional hardware and mounts to be installed in the 2020 Police vehicles purchased; authorize the City Treasurer to remit payment to CDS Office Technologies in the amount of \$21,764.00 and to charge account #01060-55114 (vehicle modems/cameras/computers). Note: CDS Office Technologies was awarded the state contract for Panasonic Toughbook computers after bids were solicited by the Illinois Department of Central Management Services.

#16): Approve purchase of eight (8) fleet 2 cameras in the amount of \$62,289.12 to be installed in 8 new Ford Police Interceptor SUVs

Approve purchase of eight (8) fleet 2 cameras in the amount of \$62,289.12 to be installed in 8 new Ford Police Interceptor SUVs; authorize the City Treasurer to remit the first year payment to Axon Enterprise in the amount of \$24,273.12 to be charged to account #01060-55114 (vehicle/modems/cameras/computers).

#17): Approve purchase of vehicle sticker decals

Approve purchase of vehicle sticker decals; authorize City Treasurer to remit payment to Scot Decal Company, Inc. in the amount of \$7,341.46 and to charge account #01029-53200.

#18): Approve bill listing

Approve bill listing (\$1,705,882.22)

#19): Approve emergency bill listing

Approve emergency bill listing (\$3,939.00).

#20): Approve payroll

Approve payroll 12/23/2020 (\$765,796.42) and 1/8/2021 (\$923,426.03)

Approve financial items #1- #20

Alderman Williams moved, seconded by Alderman Smith, to approve financial items #1- #20 as presented.

ROLL CALL

AYES: 7
NAYS: 0
ABSENT: 0

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

MOTION CARRIED

UNFINISHED BUSINESS

Happy New Year

Alderman Navarrete wished everyone a Happy New Year.

Happy New Year & Martin Luther King Jr. Day

Alderman Swibes wished everyone a Happy New Year and Happy Martin Luther King Jr. Day.

Senior Snow Removal

Alderman Williams encouraged residents interested in the Senior Snow Removal Program to call his office 708-891-8194 or 708-212-2240.

COVID Vaccinations

Alderman Smith informed residents he would be inquiring about COVID vaccinations for senior residents.

Speak louder

Clerk Figs asked Council Members to speak louder for accurate recording.

COVID Vaccines

Mayor Michelle informed residents she will have COVID vaccine updates soon.

ADJOURNMENT

Adjournment was at 6:16 p.m., on a motion by Alderman Smith, seconded by Alderman Williams.



Nyota T. Figs, City Clerk

MOTION CARRIED

/dys