

**JOURNAL OF PROCEEDINGS**

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

**JULY 25, 2013**

Public Forum

The following individuals spoke before the public forum held at 7:30 p.m.

Robert White, 644 Douglas, regarding city response time for city services or issues in the ward.

**CALL TO ORDER**

Pledge of Allegiance

The City Council of the City of Calumet City met in the City Council Chambers at 7:32 p.m. on Thursday, July 25, 2013 at 7:32 p.m. with Honorable Mayor Michelle Markiewicz Qualkinbush, present and presiding.

ROLL CALL

PRESENT: 6

ALDERMEN: Schneider, Wosczynski, Jones, Williams, Munda,  
Manousopoulos

ABSENT: 1

ALDERMAN: Collins

Also present were City Treasurer Tarka, City Attorney Montana, City Engineer Roberts and Deputy Clerk Bonato.

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

Approval of minutes

Alderman Wosczynski moved, seconded by Alderman Manousopoulos, to approve the minutes as presented.

MOTION CARRIED

Ald. Munda left meeting

Alderman Munda left the meeting at 7:33 p.m.

## REPORTS OF STANDING COMMITTEES

Finance Alderman Wosczynski had no report.

Public Safety Alderman Manousopoulos had no report.

Public Utilities Alderman Jones had no report.

Ord. & Res. Alderman Collins was absent.

H.E.W. Alderman Williams had no report.

Permits & Licenses Alderman Schneider had no report.

Ald. Munda returned to meeting Alderman Munda returned to the meeting at 7:33 p.m.

## CITY COUNCIL REPORTS

VFW Post 8141 Spaghetti Dinner - 7/31/13 Alderman Schneider announced the VFW Post 8141 Spaghetti Dinner on Wednesday, July 31, 2013 from 4:00 p.m. to 7:00 p.m. The cost of the dinner is \$6.00 for all you can eat. The Ladies Auxiliary will have a bake sale and all proceeds go to cancer research. He encourages residents to support the veterans.

Direct public works deliver barricades & tables/St. Victor Fest - July 26, 2013 Alderman Schneider moved, seconded by Alderman Manousopoulos, to direct the public works department to deliver picnic tables and barricades to St. Victor Church for their fest. (Drop off on Friday, July 26, 2013)

### MOTION CARRIED

St. Victor Fest - July 25-28 Alderman Schneider announced St. Victor Fest on July 25-28, 2013. There will be music, carnival rides, food and raffles. It is a great family and community event. He encourages everyone to attend.

Neighborhood Watch mtg. 8/1/13 @ police station Alderman Wosczynski announced a Neighborhood Watch meeting at the lower level of the police station on Thursday, August 1, 2013 for all second ward residents.

Summer Block Meeting 8/12/13 - Exchange & Campbell Avenue Alderman Wosczynski announced the next Summer Block Meeting on August 12, 2013 on Exchange and Campbell Avenue. She encourages residents to attend.

Thank residents contacting ward office Alderman Jones thanked the resident for contacting his ward office and residents coming in his office for appointments. He encourages residents to contact his office at (708) 891-8193 to schedule an appointment.

<u>Third Ward Cookout- 8/17/13 @ Downey Park</u>	Alderman Jones announced the 19 <sup>th</sup> annual Third Ward Community Cookout on Saturday, August 17, 2013 from 1:00 p.m. to 7:00 p.m. at Downey Park. He will announce the vendors and co-sponsors that will be there. He encourages residents to attend.
<u>Third Ward Meeting - 8/6/13 @ Downey Park</u>	Alderman Jones announced on Tuesday, August 6, 2013 before the National Night Out Against Crime, there will be a brief Third Ward Meeting at 5:45 p.m. at Downey Park. Discussed will be the Community Cookout and community items.
<u>National Night Out Against 8/6/13 @ Downey Park</u>	Alderman Jones announced the National Night Out Against Crime on Tuesday, August 6, 2013 at 6:30 p.m. at Downey Park. He encourages residents to attend.
<u>Third ward street cleaning 7/29/13</u>	Alderman Jones announced on Monday, July 29, 2013 street cleaning in the third ward. He encourages residents to adhere to the street signs that are posted.
<u>Cleaning expressway</u>	Alderman Jones stated his office received calls regarding the cleanliness of the expressway. He advised that IDOT is out now cutting grass and cleaning the area.
<u>Apartment/condo conversion plan</u>	Alderman Jones stated that they will be reviewing the upcoming weeks the apartment/condo conversion plan. The City Attorney will attend the meeting and encourages colleagues to attend the meeting.
<u>Business closing River Oaks Mall/review Kimco agreement</u>	Alderman Jones discussed the closing of stores in River Oaks Mall and would like to review the Kimco Agreement.
<u>Review Kimco agreement</u>	Mayor Michelle Markiewicz Qualkinbush stated she has been in contact with River Oaks Mall Manager and CED Coordinator Gigliotti has been in contact with Kimco. She encourages residents to shop Calumet City and support the stores.  Alderman Jones moved, seconded by Alderman Manousopoulos, to direct the City Attorney to review the Kimco Agreement and send to all elected officials and encourage Kimco to keep businesses in River Oaks West.
<u>MOTION CARRIED</u>	
<u>Ald. Williams - report</u>	Alderman Williams recognized his Lord and Savior Jesus Christ.
<u>Thank residents attending Bernadine Manor walkathon</u>	Alderman Williams thanked the residents for attending the Bernadine Manor walkathon that took place July 13, 2013. He thanked the fire department for their assistance.
<u>Thank residents attending 4<sup>th</sup> Ward mtg - -7/23/13</u>	Alderman Williams thanked the residents for attending the Fourth Ward meeting held on July 23, 2013 at Sandridge apartments.

Contact ward office Alderman Williams stated any residents requesting services or issues in the ward to contact (708) 891-8194.

4<sup>th</sup> Ward Picnic - 8/10/13 @ Sandridge Fitness Alderman Williams announced the 4<sup>th</sup> Ward Picnic on August 10, 2013 at Sandridge Fitness Center from 11:00 a.m. to 6:00 p.m. School supplies will be given away. He encourages residents to attend.

National Night Out Against Crime - 8/6/13 @ Downey Alderman Williams encourages residents to attend the National Night Out Against Crime on August 6, 2013 at Downey Park.

Review sink hole - Luella Avenue Alderman Williams moved, seconded by Alderman Manousopoulos, to direct Robinson Engineering and the Emergency Sewer and Water vendor to assist the sink hole situation on Luella Avenue about 20 feet south of Sibley Boulevard.

MOTION CARRIED

Hoover-Schrum Back to School event - 8/3/13 Alderman Jones moved, seconded by Alderman Collins, to approve the Hoover-Schrum Back to School event on Saturday, August 3, 2013 from 10:00 a.m. to 2:00 p.m. and direct the public works department to provide trash receptacles and porta potty for the event.

MOTION CARRIED

Collins partnering with Hoover-Schrum School District #157/book bags Alderman Jones stated that Alderman Collins wanted residents to be aware that he will be partnering with the Hoover-Schrum School District #157 and his goal is to acquire 250 book bags. He is asking residents to consider purchasing one book bag and school supplies for the event. Contact his office at (708) 891-8197 to arrange pickup.

#### **INFORMATIONAL ITEMS TO BE ACCEPTED AND PLACED ON FILE**

Chicago State University/ thanking State Representative Jones Thanking State Representative Jones.

Christian Gordon/thanking State Representative Jones Thanking State Representative Jones.

Senator Toni Dunn & family thanking State Representative Jones Thanking State Representative Jones.

Illinois Municipal League/ Advising that Calumet City is a member of the Illinois Municipal League.  
advising Calumet City is  
member

Alderman Thaddeus Jones/ RE: Community Cookout - Saturday - August 17, 2013.  
advising Community Cookout  
8/17/13

Accept & place on file Alderman Wosczynski moved, seconded by Alderman Manousopoulos, to accept the communications and place on file.

MOTION CARRIED

## **NEW BUSINESS**

Refer Sprint proposal Refer Sprint Proposal for cell site on Water Tank at River Oaks Center to the  
to Public Utilities Comm. Public Utilities Committee for review.

Requesting street closures Requesting approval to close the following streets on Saturday, August 17, 2013  
8/17/13 - 3<sup>rd</sup> Ward cookout from 1:00 p.m. to 6:00 p.m. (Madison at Stewart, Jeffery from Stewart to Harding, and direct the public works to provide the necessary items as stated in the communication.

Approve new business Alderman Jones moved, seconded by Alderman Manousopoulos, to approve new business as presented.

MOTION CARRIED

## **BUILDING PERMITS**

NEW FENCE PERMIT  
580 Douglas - 1<sup>st</sup> Ward  
314-153rd St. - 1<sup>st</sup> Ward  
787 Mackinaw - 6<sup>th</sup> Ward

Approve permits Alderman Schneider moved, seconded by Alderman Manousopoulos, to approve the building permits as presented.

MOTION CARRIED

## RESOLUTIONS AND ORDINANCES

- Res #1 congratulating Chicago Blackhawks (Res. #13-28) Resolution congratulating the Chicago Blackhawks on their victory of the Stanley Cup. (see attached page 6A)
- Res. #2: submitting application IDOT/2013 (ITEP) (Res. #13-31) Resolution of the City of Calumet City, Cook County, Illinois, Supporting Submission of an Application to the Illinois Department of Transportation (IDOT) for funding under the 2013 Illinois Transportation Enhancement Program. (ITEP) (see attached page 6B)
- Ord.#3: amending Chap. 6 Limitation of licenses (Ord. #13-34) Ordinance amending the City of Calumet City, Cook County, Illinois, amending Chapter 6 of the Municipal Code of the City of Calumet City, Cook County, Illinois. (Limitation of Licenses) (see attached page 6C)
- Ord. #4: handicap parking by adding: 279 Hoxie & 701 Sibley Blvd. (Ord. #13-35) Ordinance amending Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois, Handicap Parking, by adding: 279 Hoxie Avenue & 701 Sibley Boulevard. (see attached page 6D)
- Ord. #5: handicap parking by deleting: 394 Oglesby & 393 Bensley (Ord. #13-36) Ordinance amending Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois, Handicap Parking, by deleting: 394 Oglesby & 393 Bensley Avenue. (see attached page 6E)
- Res. #6: thanking Brian Kelly, Store Manager Home Depot Resolution thanking Brian Kelly, Store Manager Home Depot for his involvement in the community.
- Res. #7: approving transfer \$4,000,000 from Corporate Fund to Water Fund (Ord. #13-30) Resolution approving a transfer of \$4,000,000 from the Corporate Fund to the Water Fund. (see attached page 6F)
- Ord. #8: approving Towing Agreement between Calumet City & Wes's Service (Ord. #13-31) Ordinance approving a Towing Agreement by and between the City of Calumet City and Wes's Service, Inc. (see attached page 6G)
- Table Resolution #6 Alderman Wosczyński moved, seconded by Alderman Jones, to table Resolution #6.

MOTION CARRIED

84

# A resolution

RES. #13-28



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

Presented by Mayor Michelle Markiewicz Qualkinbush and Members of the City Council

*Whereas* the Chicago Blackhawks professional hockey team won the 5th Stanley Cup for the Chicagoland fans by its victory over the Boston Bruins for the National Hockey League Championship on June 24, 2013; and

WHEREAS, these young men serve as an inspiration to young athletes of every sport for their determination, perseverance and energy; and,

WHEREAS, the historic Chicago Blackhawks team, as one of the 'Original Six' of the National Hockey League, have made countless contributions to sports; and

WHEREAS, the Blackhawks and the National Hockey League have demonstrated a commitment to promoting fitness and leadership skills for youth through support for youth hockey programs and community skating facilities; and,

WHEREAS, in just 7 years, the Blackhawks organization of Rocky Wirtz and Joel Quenneville and his staff have rejuvenated the Blackhawks and delivered 2 Stanley Cup trophies to Chicago; and,

WHEREAS, the Chicago Blackhawks, through amazing offense, superb defense, and unmatched depth, dominated the regular season and achieved more game victories than any other team;

WHEREAS, the City of Calumet City joins all people in the United States and hockey fans all over the world in celebrating the return of the Stanley Cup to Chicago, Illinois.

BE IT RESOLVED BY THE City of Calumet City that we designate June 28, 2013, as Blackhawk Day in Calumet City, and encourage local residents to strongly support this day and participate in events planned to commemorate the occasion.

PASSED AND APPROVED this 25<sup>th</sup> day of July, 2013.

ATTEST:

*Nyota T. Figg*  
Nyota T. Figg, City Clerk

*Michelle Markiewicz Qualkinbush*  
Michelle Markiewicz Qualkinbush, Mayor

Regular meeting 7/25/13

- 6A

502

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

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**RESOLUTION**  
NUMBER 13-31

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A RESOLUTION OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS  
SUPPORTING SUBMISSION OF AN APPLICATION TO THE ILLINOIS DEPARTMENT  
OF TRANSPORTATION (IDOT) FOR FUNDING UNDER THE 2013 ILLINOIS  
TRANSPORTATION ENHANCEMENT PROGRAM (ITEP)

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MICHELLE MARKIEWICZ QUALKINBUSH, Mayor  
Nyota T. Figgs, City Clerk

ANTOINE COLLINS  
THADDEUS JONES  
NICK MANOUSOPOULOS  
ROGER MUNDA  
ERIC W. SCHNEIDER  
RAMONDE D. WILLIAMS  
MAGDALENA J. "LENI" WOSZYNSKI

Aldermen

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Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 07/25/13  
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

Regular meeting 7/25/13 - UOB



RESOLUTION NUMBER 13-31

**A RESOLUTION OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS  
SUPPORTING SUBMISSION OF AN APPLICATION TO THE ILLINOIS DEPARTMENT  
OF TRANSPORTATION (IDOT) FOR FUNDING UNDER THE 2013 ILLINOIS  
TRANSPORTATION ENHANCEMENT PROGRAM (ITEP)**

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**WHEREAS**, the City of Calumet City, Thornton Township, Cook County, Illinois (the “City”), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the City supports the Illinois Transportation Enhancement Program (ITEP) that provides and supports alternative modes of transportation, enhances the transportation system through preservation of visual and cultural resources, and improves the quality of life for members of the community; and

**WHEREAS**, the City Staff, under the direction of the City Council, has prepared (1) application for submission to the Illinois Department of Transportation (IDOT) for consideration under the Illinois Transportation Enhancement Program (ITEP); and

**WHEREAS**, the City has made it public knowledge for this effort and has gained public support for its 2013 ITEP application – as the public has been allowed the opportunity to become directly involved in this transportation program; and

**WHEREAS**, the City is the local sponsor for the eligible ITEP project entitled: “Torrence Avenue/River Oaks Drive Sidewalk Construction (Multi-Use Trail) Extension”; and

**WHEREAS**, it is deemed applicable, the City will utilize its options for a flexible match of up to 20% for ITEP program eligible items -as are supported by this municipal administration.

**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 upon approval of this application, execution of all documents, and upon notice to proceed from the IDOT/ITEP program; the City will proceed with project implementation according to IDOT/ITEP program guidelines.

**Section 2.** The City fully supports the submission of one (1) project, identified, to IDOT for consideration under the ITEP program.

**Section 3.** The City commits to providing the necessary funds to complete this project, should it be approved, understanding that this is a reimbursement program, not a grant program, which provides up to 50% for right-of-way and easements - and up to 80% for preliminary engineering, utility relocation, construction engineering, and constructions costs.

**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.

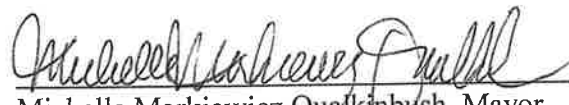
**Section 6.** That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

*(Intentionally left blank)*

**PASSED** by the Mayor and City Council of the City of Calumet City, Cook County, Illinois  
 this 25th day of July 2013, pursuant to a roll call vote, as follows:

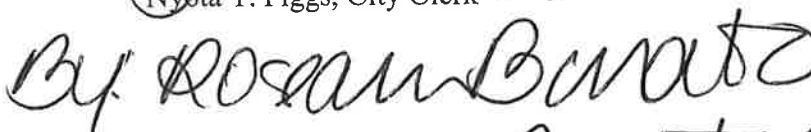
	YES	NO	ABSENT	PRESENT
Collins			X	
Jones	X			
Manousopoulos	X			
Munda	X			
Schneider	X			
Williams	X			
Wosczynski	X			
(Mayor Qualkinbush)				
<b>TOTAL</b>	10		1	

**APPROVED** by the Mayor of the City of Calumet City, Cook County, Illinois on this  
25th day of July 2013.

  
 Michelle Markiewicz Qualkinbush, Mayor

ATTEST:

  
 Nyota T. Figgs, City Clerk

By   
 Deputy Clerk

2013

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

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**ORDINANCE**

NUMBER 13-34

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AN ORDINANCE OF THE CITY OF CALUMET CITY, COOK COUNTY,  
ILLINOIS AMENDING CHAPTER SIX OF THE MUNICIPAL CODE OF  
ORDINANCES OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS

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MICHELLE MARKIEWICZ QUALKINBUSH, Mayor  
NYOTA FIGGS, City Clerk

ERIC SCHNEIDER  
THADDEUS JONES  
ANTOINE COLLINS  
NICK MANOUSOPOULOS  
ROGER MUNDA  
RAMONDE WILLIAMS  
LENI WOSZYNSKI  
Aldermen

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Published in pamphlet form by authority of the Mayor and City Council of the City of Calumet City on 07/25/13  
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

Regular meeting 07/25/13 - 10:00

O R D I N A N C E No. 13-34

**AN ORDINANCE OF THE CITY OF CALUMET CITY, COOK COUNTY,  
ILLINOIS AMENDING CHAPTER SIX OF THE MUNICIPAL CODE OF  
ORDINANCES 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, in the exercise of its home rule powers, as follows:

*Section 1.* That Sec. 6-83 of Chapter 6 of the Municipal Code entitled "*Limitaion of Number of Licenses*" is hereby amended by deleting subsection 6-83(a) in its entirety and replacing it with the following:

"Sec. 6-83(a)

(a) The total number of licenses for the indicated classification to be issued under this chapter shall not exceed the indicated number:

<i>Class</i>	<i>Number</i>
B . . . . .	17
C . . . . .	8
C-B . . . . .	0
D . . . . .	4
E . . . . .	7
R . . . . .	5
R-E . . . . .	0
W . . . . .	0
W-R-E . . . . .	0
B-E . . . . .	2 (B-E licenses are non-transferable)
B-A . . . . .	1
R-B-W . . . . .	1

*Section 2.* That all ordinances and regulations contrary to this ordinance are hereby repealed as such conflicts exist.

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

ADOPTED by the City Council of the City of Calumet City, Cook County, Illinois on this

25th day of July, 2013, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Schneider	X			
Jones	X			
Manousopoulos	X			
Collins			X	
Munda	X			
Williams	X			
Wosczyński	X			
(Mayor Qualkinbush)				
<b>TOTAL</b>	<u>6</u>		<u>1</u>	

APPROVED by the Mayor on July 25th, 2013.

  
Michelle Markiewicz Qualkinbush  
MAYOR

ATTEST:

  
Nyota Figgs  
CITY CLERK

By:  Deputy Clerk

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

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**ORDINANCE**  
NUMBER 13-35

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

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

**ERIC SCHNEIDER**  
**MAGDALENA J. "LENI" WOSZYNSKI**  
**THADDEUS JONES**  
**RAMONDE WILLIAMS**  
**ROGER MUNDA**  
**NICK MANOUSOPOULOS**  
**ANTOINE COLLINS**  
**Aldermen**

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Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City  
Office of the City Clerk - 204 Pulaski Road, Calumet City, Illinois 60409

Regular meeting 7:25B - 60B

ORDINANCE NO.: 13-35

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

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**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:

279 Hoxie Avenue

701 Sibley Boulevard

**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.

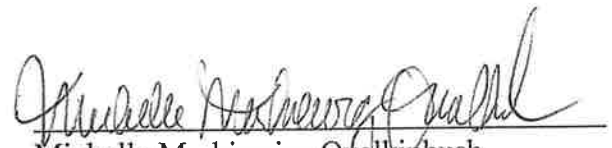
**Section 5.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.




ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County,  
 Illinois this 25th day of July, 2013, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Schneider	X			
Jones	X			
Manousopoulos	X			
Collins			X	
Munda				
Williams	X			
Wosczynski	X			
(Mayor Qualkinbush)				
<b>TOTAL</b>	<u>10</u>		<u>1</u>	

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this  
25th day of July, 2013.

  
 Michelle Markiewicz Qualkinbush  
 MAYOR

ATTEST:

  
 Nyota T. Figgs  
 CITY CLERK

By:   
 Deputy Clerk

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

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**ORDINANCE**  
NUMBER 13-36

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

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

**ERIC SCHNEIDER**  
**THADDEUS JONES**  
**NICK MANOUSOPOULOS**  
**ANTOINE COLLINS**  
**ROGER MUNDA**  
**RAMONDE WILLIAMS**  
**MAGDALENA J. "LENI" WOSZYNSKI**  
**Aldermen**

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Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City  
Office of the City Clerk - 204 Pulaski Road, Calumet City, Illinois 60409

Regular meeting 7/25/13 - CE

ORDINANCE NO.: 13-36

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

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**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 deleting the following language in subsection G (Signed areas), as follows:

394 Oglesby Avenue

393 Bensley Avenue

**Section 2.** The Commissioner of Streets and Alleys is hereby authorized and directed to remove such 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 25th day of July 2013, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Schneider	X			
Wosczynski	X			
Jones	X			
Wilson	X			
Munda	X			
Manousopoulos	X			
Collins			X	
(Mayor Qualkinbush)				
<b>TOTAL</b>	<u>6</u>		<u>1</u>	

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this

25th day of July 2013.



Michelle Markiewicz Qualkinbush, Mayor

ATTEST:



Nyota T. Figgs, City Clerk

By:   
Deputy Clerk

**RES. #13-30**

**RESOLUTION**

WHEREAS, there exists within the City of Calumet City a Corporate Fund; and

WHEREAS, there exists within the City of Calumet City a Water/Sewer Fund, and

WHEREAS, is deemed advisable to reflect a permanent cash transfer from the Corporate Fund to the Water/Sewer Fund of the City of Calumet City for the purpose of paying the cost of updating the State Street Pump Station for building, equipment and all other related expenses to the State Street Pump Station Project (hereinafter referred to as "*The Project*"), and

NOW THEREFORE, be it resolved by the Mayor and the City Council of the City of Calumet City as Follows:

SECTION 1: That the Mayor, City Clerk and City Treasurer be and they are hereby authorized and directed to execute any and all documents and to take all necessary steps to permanently transfer the cash from the Corporate Fund to the Water/Sewer Fund of the City of Calumet City as follows:

- a) The City Treasurer is authorized to permanently transfer up to \$4,000,000 from the Corporate Fund to the Water/Sewer Fund to help defray the cost of "*The Project*";
- b) That the City Treasurer is authorized to make such transfers to the Water/Sewer Fund from time to time once the Water/Sewer Fund gives proof of expenses related to "*The Project*" until such time as either "*The Project*" is completed or has reached the \$4,000,000 permanent transfer limit.

Regular mtg 7-25-13 - WF

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 25th day of July, A.D., 2013  
Nyota T. Figg  
City Clerk

APPROVED by me this 25th day of July, A.D., 2013  
Michelle H. Hester  
Mayor

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

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**ORDINANCE**  
NUMBER 13-31

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**AN ORDINANCE APPROVING A TOWING AGREEMENT BY AND BETWEEN  
THE CITY OF CALUMET CITY AND WES'S SERVICE, INC.**

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

**ANTOINE COLLINS**  
**ERIC SCHNEIDER**  
**THADDEUS JONES**  
**NICK MANOUSOPOULOS**  
**ROGER MUNDA**  
**RAMONDE WILLIAMS**  
**MAGDALENA J. "LENI" WOSZYNSKI**

**Aldermen**

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

Regular meeting 7/25/13 - CG -

ORDINANCE NUMBER 13-31

**AN ORDINANCE APPROVING A TOWING AGREEMENT BY AND BETWEEN  
THE CITY OF CALUMET CITY AND WES'S SERVICE, INC.**

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**BE IT ORDAINED** by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, in the exercise of its home rule powers, that the attached Towing Agreement, as presented to the City Council, with such necessary changes as may be authorized by the Mayor, the execution thereof to constitute the approval by the City of any and all changes or revisions therein contained.

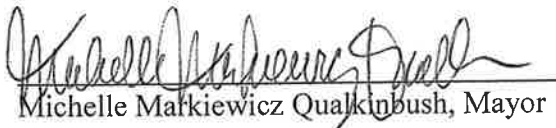
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ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 25th day of July 2013, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Collins			X	
Schneider	X			
Jones	X			
Manousopoulos	X			
Munda	X			
Williams	X			
Wosczyński	X			
(Mayor Qualkinbush)				
<b>TOTAL</b>	6		1	

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 25th day of July, 2013.

  
Michelle Markiewicz Qualkinbush, Mayor

ATTEST:

  
Nyetta Figgs, City Clerk

By:   
Deputy Clerk

## TOWING AGREEMENT

**THIS AGREEMENT** made this 25th day of July 2013, by and between the City of Calumet City, a home rule municipality of the State of Illinois (hereinafter referred to as the "City") and Wes's Service, Inc., a corporation of the State of Illinois, which is located at 928 Wilson Avenue, Calumet City, Illinois 60409 (hereinafter referred to as the "Wes's Service").

### RECITALS

**WHEREAS**, in order to ensure the removal of abandoned, hazardous or unlawfully parked vehicles from roadways in the City in a safe and timely manner, the City requested proposals that required certain qualifications for citywide towing of abandoned, inoperable and illegal parked vehicles from area towing companies in order to contract with a single company to achieve reasonable rates, prompt service, proper storage and insurance coverage for its citizens; and,

**WHEREAS**, the City reviewed several essential factors as to towing service including the location of the operation; equipment operated and available; response time; hours of operation; insurance coverage; storage facilities; reporting capabilities and record keeping and, towing and storage rates; and,

**WHEREAS**, after a review of all responses to its advertised request for proposals based on said qualifications, it was determined that Wes's Service demonstrated the most favorable towing rates and general capabilities to serve the City; and,

**WHEREAS**, the City and Wes's Service entered into discussions in order to execute a multi-year contract acceptable to the City and Wes's Service; and,

**WHEREAS**, it was determined that a specific term contract between the City and Wes's Service would commit the parties to a regular standard practice, maintain towing and storage rates with defined increases and specific credited collection disbursements to the City; and, eliminate confusion in calling for service or locating a towed vehicle; and,

**WHEREAS**, Wes's Service represents that it is ready, willing and able to perform all of the terms and conditions set forth herein.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises, covenants and terms herein contained, and such other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the consideration of the City designating Wes's Service as an official towing and storage company, do enter into this Agreement for the purpose of towing and storage of any vehicle at the request of the police department or other authorized City department representative, unless otherwise requested by a private person or entity, the parties hereto agree as hereinafter provided:

**I. Incorporation.**

The above recitals are incorporated herein by reference as if fully set forth herein below.

In the event of conflict or inconsistency between the General Provisions and any other part of this Agreement, THE GENERAL PROVISIONS SHALL GOVERN AND TAKE PRECEDENCE.

**II. Definitions.**

The term "City" means the City of Calumet City, a municipality of the State of Illinois.

The term "Wes's Service" means Wes's Service, Inc., a corporation of the State of Illinois, which is located at 928 Wilson Avenue, Calumet City, Illinois 60409.

The term "day(s)" shall mean calendar days except as specifically provided for otherwise in this Agreement.

The term "Facilities" means Wes's Service's main facility and storage yard for towed and abandoned vehicles located at 928 Wilson Avenue, Calumet City, Illinois 60409.

The term "incident" means any situation, occurrence or event which creates causes or requires the need for towing or vehicle storage services.

The term "Storage Yard" means properly zoned storage yard for abandoned vehicles to be operated and maintained by Wes's Service.

**III. Term.**

The term of this Agreement shall commence upon the execution of this Agreement by the last party to execute it, and shall continue until July 31, 2015 ("Termination Date"). The City shall have the unequivocal and unilateral right to terminate this Agreement prior to the Termination Date upon thirty (30) days written notice to Wes's Service. Wes's Service acknowledges that this termination can be for any reason and is at the City's sole discretion.

The City has the option to continue this Agreement on a month to month basis with the same rates and remittance in effect in year three as defined in Section XIII of this Agreement. To exercise this option, the City shall provide Wes's Service with written notice at least thirty

(30) days prior to the Termination Date of the City's intent to continue the Agreement on a month to month basis. This Agreement may be terminated by the City upon ten (10) days written notice at any time during the continuation period. Wes's Service does not have any right to continue this Agreement.

#### **IV. Operations and Procedures.**

(A) Upon receipt of a request for service, Wes's Service's shall respond within five minutes to ascertain the type of equipment required for the requested service and determine the estimated time of arrival. Wes's Service shall within 20 minutes after notice by the City of a vehicle requiring towing or storage services tow and transport such vehicle to the Facilities. Wes's Service shall maintain sufficient staffing to permit it to dispatch the necessary equipment and arrive at the location within that time period.

(B) Wes's Service shall dispatch equipment and staff necessary to tow three (3) vehicles per incident and up to 20 vehicles per day. Wes's Service shall be capable of storing up to 150 vehicles. No towed vehicle shall be towed to or stored in a location other than the Facilities. In towing the vehicles, Wes's Service shall take all necessary precautions to avoid any damage or injury to persons or property (including City property and any towed vehicle).

(C) Every Wes's Service operator of a tow-truck shall remove or cause to be removed all glass and debris, except any (i) hazardous substance as defined in Section 3.215 of the Environmental Protection Act (415 ILCS 5/3.215); (ii) hazardous waste as defined in Section 3.220 of the Environmental Protection Act (415 ILCS 5/3.220); and, (iii) medical samples or waste, including but not limited to any blood samples, used syringes, other used medical supplies, or any other potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act (415 ILCS 5/3.360) deposited upon any street or highway by the disabled vehicle being serviced, and shall in addition, spread dirt or sand or oil absorbent upon that portion of any street or highway where oil or grease has been deposited by the disabled vehicle being serviced in accordance with the rates set forth in Section XIII. Within twenty-four (24) hours, any dirt, sand or absorbent spread upon any street or highway shall be removed by Wes's Service at no additional cost to the City.

(D) As towed vehicle enters the Facilities, Wes's Service shall inventory the vehicle and complete the necessary documentation. Wes's Service shall keep daily logs of all towed vehicles both manually and in its computer system after inspection of the vehicle to obtain the vehicle identification number, registration number (license plate) and any other markings to identify the registered owner, all of which must be recorded.

(E) Wes's Service shall keep a daily log of all personal property removed from towed vehicles, on an Impound Record which shall be subject to inspection by the City, and Wes's Service shall be responsible for all of said personal property.

(F) Wes's Service shall not release any vehicle to anyone unless legal ownership is established to the reasonable satisfaction of Wes's Service pursuant to a written procedure to be adhered to by all employees, independent contractors, agents or assigns of Wes's Service.

(G) Wes's Service shall maintain towing operations and other necessary operations to fulfill all terms of this Agreement seven (7) days a week, twenty-four (24) hours a day, including, but not limited to, sufficient phone line access to be readily accessible during this time period.

(H) Wes's Service shall preclude access to the facilities by any persons other than authorized personnel of the City unless in the presence of an employee of Wes's Towing. Wes's Service shall keep the Facility secure at all times. Wes's Service shall implement any security measure necessary to ensure that towed vehicles and their contents are protected from theft or damage at all times. All security measure must be in compliance with any applicable statutes, codes or ordinances before the acceptance of the first vehicle for storage.

(I) If an individual whose vehicle was towed under this Agreement makes a request to retrieve personal property contained in the vehicle, the retrieval shall be in the presence of an employee of Wes's Service, and the personal property removed from the vehicle shall be documented by Wes's Service as required by subsection (E) above.

(J) Wes's Service's storage facility and grounds shall be secured with a state-of-the-art (as reasonably determined by Wes's Service) security system that will include cameras and such other electronic devices to secure the entire Facility.

(K) Wes's Service shall be responsible for any and all damages to or theft of any vehicle and the contents thereof stored at the facilities.

(L) Wes's Service shall require all of its drivers and employees who directly interact with the public to be in clean uniform and exhibit professionalism at all times.

(M) Salaries of employees of Wes's Service performing work and/or services under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934. The Wes's Service shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions, including, but not limited to, the terms contained in this Section, and shall be responsible for the submission of affidavits required thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

(N) To the extent applicable, Wes's Service shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et. seq.

**V. Recordkeeping and Documentation.**

(A) Wes's Service shall, during the term of this Agreement, prepare and maintain the following records in addition to any other records specified elsewhere in this Agreement:

- (1) a daily activity report;
- (2) a daily inventory report of all vehicles towed;
- (3) a tow sheet for each vehicle towed to the Facilities;

(4) a monthly activity report including all information provided under (1), (2) and (3) above for the previous month and any other information pertaining to Wes's Service's activities under this Agreement as may be requested by the City. The reports described in (1), (2), and (3) above shall be made in accordance with requirements by the City. The City shall have access to Wes's Service's records upon request.

(B) Wes's Service shall provide the City with copies of the records described under Section V(A)(1), (2) and (3) above on a daily basis. The monthly activity report described in Section V(A)(4) shall be provided on the third day of the month following the month being reported. In addition, Wes's Service shall provide such other reports and information as may be requested by the City in form and substance reasonably satisfactory to the City.

(C) All records will be maintained at Wes's Service's principal office and in accordance with Illinois law, including 625 ILCS 5/5-401.2. These records must be made available for review by the City and copies shall, if requested by the City, be delivered to the City upon the termination of this Agreement at no charge.

(D) All reports, books, documents, data, studies, records or other materials which may be developed, furnished or prepared pursuant to this Agreement shall be prepared and maintained in a manner satisfactorily to the City. Copies of such documentation, whether finished or unfinished, shall be delivered over to the City upon the termination of this Agreement.

**VI. Equipment.**

(A) Wes's Service shall have sufficient equipment and staff to be able to tow three (3) vehicles per incident. This provision shall not be construed to relieve Wes's Service of its obligation to tow vehicles within 20 minutes after notice by the City of vehicles requiring towing or storage services.

(B) Tow trucks and car carriers ("Tow Vehicles") employed in the performance of this Agreement shall comply with all applicable laws and regulations, including, but not limited to:

- (1) Every Tow Vehicle shall have displayed on each side thereof, a sign with letters, contrasting in color to that of the background, stating the full legal

name, complete address (including street address and city), telephone number of the towing firm, and any other information required by the Illinois Vehicle Code, 625 ILCS 5/12-606 as from time to time amended, or required by any other statute, rule or regulation. This information shall be permanently affixed to the sides of the tow truck or wherever required by the applicable statute, rule or regulation.

- (2) Every Tow Vehicle shall be registered and shall comply with all statutes, ordinances, rules, or regulations applicable to Tow Vehicles.
- (3) Every Tow Vehicle shall be equipped with valid licenses, applicable vehicle stickers and Illinois safety stickers probably affixed while performing any services under this Agreement.
- (4) Every Tow Vehicle shall be equipped, at a minimum, in accordance with the requirements of Sec. 12-606 of the Illinois Vehicle Code (625 ILCS 5/12-606) as from time to time amended, with:
  - (a) One or more brooms and shovels;
  - (b) One or more trash cans; and,
  - (c) One fire extinguisher. This extinguisher shall be either:
    - (i) of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units, and bearing the approval of a laboratory qualified by the Division of Fire Prevention for this purpose; or,
    - (ii) one that meets the requirements of the Federal Motor Carrier Safety Regulations of the United States Department of Transportation for fire extinguishers on commercial motor vehicles.

(C) At all times during the contract period, Wes's Service shall possess the minimum following equipment, which must be no older than seven (7) years at the time of the service:

- (1) Twelve (12) light duty tow trucks;
- (2) At least one (1) truck must be classified as medium duty boom or crane type tow truck with a 1 ton chassis with a hydraulic recovery boom extendable to 86 inches, and a winch rating of 8,000 pounds minimum;
- (3) At least one (1) truck must be classified as heavy duty boom or crane type tow truck with 35 ton recovery boom and underlift and a winch rating of 70,000 pounds minimum; and

- (4) Of the 12 light duty wreckers, eight (8) shall be two-car carriers.
- (D) Tow trucks shall have a two-way radio or other two-way communication system.
- (E) Tow trucks shall be equipped with GPS technology.

**VII. General Provisions.**

- (A) Wes's Service must maintain a satisfactory DOT rating.
- (B) Car carriers or tow vehicles which are capable of transporting two or more vehicles at a time may be employed by Wes's Service only in those areas authorized by the City in writing. The City shall be entitled to require the Wes's Service to cease using car carriers in areas for which it had been previously authorized to do so. Wes's Service shall cease such use immediately upon receipt of written notice from the City. Wes's Service may, after ceasing to use car carriers as specified in the notice, respond to such notice in writing.
- (C) Wes's Service must be authorized by the Illinois Commerce Commission to tow vehicles in the City. Any required Illinois Commerce Commission permits shall be obtained by Wes's Service prior to the commencement of this Agreement.
- (D) Wes's Service shall, within thirty (30) days after the effective date of this Agreement, provide the City at no additional cost, two-way radios to be installed at the City's Public Works Garage and the Police Department in order to allow, to the reasonable satisfaction of the City, constant contact between City personnel and Wes's Service's central dispatch office.
- (E) Wes's Service shall be responsible for all costs for repairs of damages to City structures which occur as a result of Wes's Service's operations, including, but not limited to, fencing, gates and trailers.
- (F) All calls for service will be charged in accordance with the Rates set forth in Section XIII. No separate provisions are made for towing low value vehicles.
- (G) Wes's Service shall require each tow truck operator it employs to have a current, valid driver's license classified for the specific type of vehicle he or she is operating.
- (H) Wes's Service shall require all tow truck operators to observe all local and state traffic laws and practice safe driving. Serious traffic infractions and/or accidents resulting in serious injury or death shall be grounds for the City to revoke this Agreement.
- (I) Wes's Service shall pay all taxes and assessments due and owing which have been properly levied against it including, but not limited to, income tax, transfer tax, employee head tax, social security taxes on each employee, withholding tax on each employee unless such tax is being duly contested before a court of law or authorized regulatory department or agency of any governmental unit.



(J) City vehicles weighing less than 7,500 pounds and located within the City limits at the time of the tow will be towed at no charge to the City upon the City's request. City vehicles weighing 7,500 pounds or more and located within the City limits at the time of the tow will be towed for a charge of \$125.00. City vehicles weighing less than 7,500 pounds and located outside the City limits at the time of the tow will be towed at a charge of \$50.00 plus \$2/mile for each mile the vehicle is towed in excess of 50 miles. City vehicles weighing 7,500 pounds or more and located outside the City limits at the time of the tow will be towed at a charge of \$175.00 plus \$2/mile for each mile the vehicle is towed in excess of 50 miles. Wes's Service further agrees not to charge towing or storage fees for vehicles towed at the direction of the Police Department pursuant to any police investigation, and shall keep said vehicles in a secure location, and shall not destroy, damage, or alter any such vehicles until expressly authorized to do so by the City's Chief of Police.

(K) Wes's Service shall designate and maintain a designated liaison as the primary contact for Wes's Service's performance under this Agreement.

(L) Wes's Service is an independent contractor of the City, and not an agent, or employee of the City. Under no circumstances is Wes's Service to ever represent itself as, hold itself out as, or be considered to be by any third party, either an agent of the City or to be in a joint venture with the City, except as expressly provided herein.

(M) Wes's Service officers, directors, management and key employees, as determined by the City, must submit to a background check to be conducted by the City of Calumet City Police Department, including, but not limited to, a fingerprint check to assure the absence in this or any other state of record of criminal convictions. Wes's Service will supply to the City a list of drivers assigned to City tows and of other employees to be utilized in performing under this Agreement. This list will be passed on to the Police Department to be processed. Such list shall contain the driver's license numbers of said drivers and employees. The names and driver's license numbers of employees hired subsequent to the submission of the initial list will be submitted to the City within seven (7) days of hiring. Each employee shall have executed with Wes's Service within seven (7) days of the date of hiring, as a condition of employment with Tri County, a signed written authority authorizing the City of Calumet City, through its police department, to make appropriate background checks. Such authority shall authorize the City to follow its usual and customary background procedures and to take any other steps necessary to assure the City of Calumet City Police Department of the appropriateness of the driver to be assigned to City tows within the City. In addition, such signed authority executed by the employee, consistent with the terms herein, shall, with appropriate notice to the employee, waive any and all potential claims against the City relative to any background checks and of any information determined and obtained thereby.

(N) This Agreement shall constitute the entire Agreement between the parties with respect to their subject matter, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this Agreement that are not expressly contained herein.

(O) No part of this Agreement shall be assigned, nor shall any funds or claims due or to become due be transferred or assigned without the prior written approval of the City, but in no case shall consent relieve Wes's Service from its obligations or change the terms of this Agreement. The transfer or assignment of any funds or claims which shall be due or become due to Wes's Service either in whole or party, or any interest therein, without prior approval, shall cause the annulment of said transfer or assignment, so far as the City is concerned. Wes's Service shall not delegate or subcontract any of its duties under this Agreement without the prior written consent of the City.

(P) This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

(Q) Wes's Service shall comply with all applicable laws, ordinances, rules, regulations and executive orders, now existing or hereinafter in effect, or which may in any manner affect the performance of this Agreement. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not so inserted or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion. In no event, however, shall the failure to so insert such provision into this Agreement prevent the enforcement of same.

(R) This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Wes's Service hereby irrevocably subjects itself to the original jurisdiction of those courts located within the City of Calumet City, County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the award, execution or performance of this Agreement. Wes's Service agrees that service of process on Wes's Service may be made, at the option of the City, either by registered or certified mail addressed to any office actually maintained by Wes's Service, or by personal delivery on any officer, director or legal representative of Wes's Service.

(S) Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement.

(T) If any provision of this Agreement shall be held or deemed to be or shall in fact be illegal, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained illegal, invalid, inoperative or unenforceable to any

extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof, and they shall remain in full force and effect.

(U) In carrying out any of the provisions of this Agreement, or in exercising any power or authority granted to them thereby, there shall be no liability upon any City official, their authorized representatives, or any employee of the City, either personally or as officials of the City, it being understood that in such matters they act as agents and representatives of the City.

(V) No approval required to be given by the City under Agreement shall operate to relieve Wes's Service from any of its responsibilities under the Agreement or be deemed as an approval by the City of any deviation from the Agreement, of their failure to comply with any provisions or requirement of the Agreement, unless such failure or deviation has been specifically approved by a written modification to the Agreement.

(W) Unless the City has specifically approved in writing a deviation from the Agreement, as provided above, the City shall not be precluded or stopped by any such approval, review, estimate, invoice or certificate from showing the true amount and character of the performance by Wes's Service or from showing that any such measurement, estimate, invoice, or certificate is untrue or incorrectly made, or that performance does not conform in fact to the Agreement.

(X) Unless the City has specifically approved in writing a deviation from the Agreement, as provided above, the City shall not be precluded or stopped, notwithstanding any such approval, review, measurement, estimate, invoice or certificate from recovering from Wes's Service such damages or amounts as may be due to the City or as it may sustain by reason of Wes's Service's failure to comply with the terms of the Agreement.

(Y) Except as provided herein, the acceptance of the City, or any representative of the City, shall not operate as a waiver of any portion of the Agreement, or of any power herein reserved or any right to damages herein provided. A waiver of any breach of Wes's Service shall not be a waiver of any other breach whether prior to or subsequent thereto. The City's delay in declaring that a breach has occurred or otherwise asserting its rights under this Agreement shall not constitute a waiver of such breach or limit any of the City's rights under this Agreement so long as the breach shall be continuing.

(Z) In performing under this Agreement, Wes's Service and any other person or entity for which conduct Wes's Service is responsible shall avoid damage or injury to persons or property including, but not limited to, City property, the facilities, and towed vehicles and the contents thereof.

(AA) The parties covenant and agree that Wes's Service has no exclusivity of contract or designation as the official towing and storage company of the City. The City shall have the unilateral right to name one or more other towing and storage company, at anytime, and to further establish any service request or service schedule that the City deems appropriate.

(BB) This Agreement may be amended only in writing. Any amendment to this Agreement shall require approval in writing by the corporate authority of the City. Except as otherwise expressly provided herein, this Agreement supersedes all prior proposals, agreements, negotiations and discussions relative to the subject matter hereof. No oral or other non-written modifications of this Agreement will be valid, regardless of who agrees to the modification on behalf of the City and regardless of the course of conduct between the parties.

(CC) The City is willing to enter into this Agreement because Wes's Service's President is willing to personally guarantee the performance of Wes's Service under this Agreement, including Wes's Service's timely payment of all monies due hereunder to the City. This guarantee shall be executed concurrently with this Agreement.

(DD) Wes's Service shall provide the City with written notice of any change of ownership or corporate officers within fourteen (14) days of the effective date of the change in ownership or corporate officers.

#### **VIII. Representations and Warranties.**

Wes's Service hereby represents and warrants as follows:

(A) That Wes's Service is financially solvent, has five (5) years' experience in and is competent to perform the services required under this Agreement; that the facts stated or shown in any papers submitted or referred to in connection with this Agreement, and any subsequent additions thereto, are true; and that Wes's Service is legally authorized to execute and perform this Agreement;

(B) That Wes's Service has carefully examined and analyzed the provisions and requirements of this Agreement as of the date of its execution, and that from its own investigations, it has satisfied itself as to the nature and condition of the things needed for the performance of this Agreement, the general and local conditions, the Facilities, and other matters which in any way affect this Agreement or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;

(C) That this Agreement is feasible of performance in accordance with its provisions and requirements and that Wes's Service can and shall perform its responsibilities and duties in accordance with the provisions and requirements of this Agreement;

(D) That no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement, or compensation resulting hereunder;

(E) That, except only for those representations, statements or promises expressly contained in this Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever by the City, its officials, agents, employees or consultants has induced Wes's Service to enter into this Agreement or has been relied upon by Wes's Service, including any with reference to: (i) the meaning, correctness, suitability, or completeness of any provisions or

requirements of this Agreement; (ii) the compensation under this Agreement; or (iii) any other matters, whether similar to or different from those referred to in (i) and (ii) immediately above, affecting or having any connection with this Agreement, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith;

(F) That Wes's Service was given ample opportunity and time and was hereby requested by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representations, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that it expressly hereby relinquished the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission;

(G) That the representations and warranties contained in this Section shall be unchanged and in full force and effect during the terms of the Agreement and any extensions hereof;

(H) That Wes's Service will provide evidence of its authority to do business in the State of Illinois, including without limitation, certificates of good standing or of registration with the Office of the Secretary of State of Illinois. Wes's Service shall additionally comply with the following:

1. Obtain and possess all necessary State and City licenses, including, but not limited to, relocater's license, rebuilder's license, and auto parts recycler's license, if applicable.
2. Wes's Service's main place of business is not a private residence.
3. The Facilities will be properly zoned for a storage yard for abandoned vehicles.
4. Wes's Service will satisfy all required equipment specifications.
5. Wes's Service will comply with the State of Illinois Criminal Code, 720 ILCS 5/33E, and prior to execution of this Agreement by the City, shall provide the City with certification showing compliance therewith;

(I) That in the event that Wes's Service is comprised of more than one (1) individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Wes's Service shall be the joint and several obligation of each such individual or other legal entity;

(J) That Wes's Service is solely responsible for any liability it may have to persons, firms or corporations employed by it in any capacity whatsoever and to any government for liabilities, obligations or taxes, of whatever nature;

(K) That this Agreement supersedes any and all other prior Agreements or communications, either written or oral, made between the parties concerning the subject matter of this Agreement, and such prior Agreements or communications shall have no legal or binding effect whatsoever on the parties hereto.

(L) That Wes's Service will not delegate any duties or obligations which arise pursuant to this Agreement.

(M) That the party executing this Agreement on behalf of Wes's Service has the authority of Wes's Service to enter into this Agreement.

**IX. Indemnification.**

(A) Wes's Service shall defend, indemnify, keep and save harmless the City, its agents, officials, and employees (collectively the "Indemnified Parties") against all injuries, death, loss, damages, claims, patent claims, lawsuits, liabilities, judgments, cost and expenses, which are filed against or in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of this Agreement, the granting and/or performance thereof by Wes's Service, or which any in any way result therefrom, whether or not it shall be alleged or determined that the loss was caused through negligence or omission of Wes's Service or its employees.

(B) Wes's Service shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. Wes's Service shall engage and pay for legal counsel to represent the Indemnified Parties should any claim or lawsuit be filed against the Indemnified Parties which in any way relates to this Agreement or the performance thereof. If Wes's Service fails to engage legal counsel to represent the Indemnified Parties, the Indemnified Parties may select and engage legal counsel to do so and all fees and expenses of such counsel shall be borne by Wes's Service. If any final judgment shall be rendered against such Indemnified Party in any such action, Wes's Service shall, at its own expense, satisfy and discharge the same. Wes's Service expressly understands and agrees that any insurance required by this Agreement of Wes's Service, or otherwise provided by Wes's Service, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Indemnified Parties as herein provided.

(C) Wes's Service hereby covenants and agrees that no recourse under or upon any obligation or term or condition of this Agreement or for any claim based thereon shall be had individually against the Indemnified Parties, in any amount, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Indemnified Parties, such right hereby being expressly waived and release as a condition of and as consideration for the execution of this Agreement by the City.

(D) Wes's Service further expressly understands and agrees that any insurance required under this Agreement by Wes's Service, or otherwise provided by Wes's Service, shall in no way limit Wes's Service's responsibility to indemnify, defend and hold harmless the Indemnified Parties.

**X. Insurance.**

(A) Wes's Service shall purchase and maintain during the life of this Agreement insurance against claims for persons or damage to property which may arise from or in connection with the performance of the work hereunder by Wes's Service, its employees, agents, representatives, or contractors.

(B) The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Wes's Service from liabilities that arise out of the performance of the work under this Agreement by Wes's Service, its agents, representatives, employees or contractors, and Wes's Service is free to purchase additional insurance as may be determined necessary.

(C) Wes's Service shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form:** Policy shall include Bodily Injury Property Damage and broad form Contractual Liability coverage.

General Aggregate	\$5,000,000
Products-Complete Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

This policy shall be endorsed to include the following additional insured language: "The City of Calumet City shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Wes's Service."

2. **Automobile Liability:** Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Wes's Service.

Combined Single Limits (CSL)	\$1,000,000
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This policy shall be endorsed to include the following additional insured language: "The City of Calumet City shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Wes's Service, including automobiles owned, leased, hired or borrowed by the Wes's Service."

3.	<b>Workers' Compensation and Employers' Liability:</b>	Workers' Compensation and Statutory Employers' Liability.
	Each Accident	\$100,000
	Disease – Each Employee	\$100,000
	Disease – Policy Limit	\$100,000

This policy shall contain a waiver of subrogation against the City of Calumet City.

(D) Wes's Service will furnish the City authenticated copies of the insurance policies (and/or insurance certificates if certificates are acceptable to the City) evidencing coverage's as stated above, issued by an insurance company authorized to do business under the laws of the State of Illinois and approved by the City. No cancellation or modification of the policy or policies described above shall occur without at least thirty (30) days' prior written notice given to the City. The City will not allow Wes's Service to commence services under this Agreement until all insurance is purchased and evidence of such is received and approved by the City.

**XI. Notices.**

(A) All notices and reports in association with this Agreement to be directed to the City shall be addressed to:

Nyota T. Figgs, City Clerk  
City of Calumet City  
204 Pulaski Road  
Calumet City, IL 60409

With a copy to:

Chief Edward L. Gilmore  
Calumet City Police Department  
1200 Pulaski Road  
Calumet City, IL 60409



Burton S. Odelson, City Attorney  
Odelson & Sterk, Ltd.  
3318 W. 95<sup>th</sup> Street  
Evergreen Park, IL 60805

(B) All notices and reports in association with this Agreement to be directed to Wes's Service shall be addressed to:

Mr. Wesley Gass  
President  
Wes's Service, Inc.  
928 W. Wilson Avenue  
Calumet City, IL 60409

(C) All notices shall be sent by certified and first class mail, postage prepaid, or personal delivery. Service of any notice shall be deemed effective on the third business day after mailing. Any address set forth above may be changed at any time by notice to the other party as provided for herein.

## **XII. Default.**

(A) The following shall constitute an Event of Default:

1. Any material misrepresentation made by Wes's Service to the City; or
2. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if such insolvency, bankruptcy or assignment renders Wes's Service incapable of performing the services in accordance with and as required by this Agreement; or
3. Wes's Service violating any of the terms or Conditions of this Agreement or otherwise failing to perform in a reasonable manner; or
4. Wes's Service fails to adequately account for funds due to the City or fails to timely remit such collections to the City as specified herein; or
5. Any officer, manager, director or employee of Wes's Service co-mingles any of Wes's Service's funds with his or her own personal funds; or,
6. Wes's Service, or any officer, manager, director or employee thereof, is charged with a felony under any Federal or State law or charged with misdemeanor theft or other such crime or misdemeanor and Wes's Towing fails to promptly remove such individual from carrying out its day to day operations.

(B) If an Event of Default Occurs, the City shall give Wes's Service notice of the same. If Wes's Service does not cure such default within five (5) days, or if, in the opinion of the City, such default cannot be cured within such five (5) days, the City may declare Wes's Service in default and terminate this Agreement without further notice or hearing. In no event shall such cure period constitute an extension of the term of this Agreement or a waiver of the City's remedies under this Agreement.

(C) A default not cured as provided above shall constitute a breach of this Agreement and the City shall have the right to terminate this Agreement and Wes's Service must immediately forward all monies due to the City. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such subsequent default or breach of any rights or remedies it may have as a result of an initial and subsequent default or breach.

(D) The following events shall constitute an event of immediate default without the ability to cure after five (5) days notice to Wes's Service by the City:

1. If Wes's Service, or any officer, manager or director thereof, is convicted of a felony under any Federal or State law or convicted of misdemeanor theft or other such crime or misdemeanor.
2. If Wes's Service, or any partner or stockholder owning in the aggregate more than ten percent (10%) of the stock of Tri County, is convicted of a felony under any Federal or State law or convicted of misdemeanor theft or other such crime or misdemeanor.

(E) In the event of termination for default, the City shall be entitled to all available remedies at law or in equity. No remedy under the terms of this Agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies existing, now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon and event of default shall impair any such right or power, nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised by the City from time to time as often as may be deemed expedient.

(F) It is expressly understood and agreed to by Wes's Service that it shall not be entitled to any remedy at law for any damages, compensation or be reimbursed for any loss or expense from the City or its elected and appointed officers, its board, commissions, and committee, the members of those boards, commissions, and committees, its departments, its employees, its representatives, its agents, its attorneys and the successors, administrators, executors, heirs, beneficiaries, legatees and assigns of any of these entities and/or individuals, in both their official and individual capacities.

(G) It is further expressly understood and agreed to by Wes's Service, in carrying out any of the provisions of this Agreement, or in exercising any power or authority granted to them thereby, there shall be no remedy at law upon any elected and appointed officers, its board, commissions, and committee, the members of those boards, commissions, and committees, its departments, its employees, its representatives, its agents, its attorneys and the successors, administrators, executors, heirs, beneficiaries, legatees and assigns of any of these entities and/or individuals, in both their official and individual capacities, it being understood that in such matters they act as agents and representatives of the City.

**XIII. Towing and Storage Fees.**

(A) The City shall:

1. Identify vehicles that are abandoned, inoperable or illegally parked as provided in the Illinois Vehicle Code and applicable governmental ordinances;
2. Assume responsibility for ascertaining that prior to notifying Wes's Service to tow a vehicle, all appropriate steps for compliance with the Illinois Vehicle Code and applicable City ordinances with regard to the towing of such vehicles have been taken by the City;
3. Collect applicable towing and storage fees; and,
4. Otherwise perform in accordance with procedures set forth in Attachment 2 to the proposal for services.

(B) Wes's Service shall charge the following rates and charges to vehicle owners or operators as a condition for reclamation of vehicles towed by Wes's Service:

<u>Rates &amp; Charges for Automobiles &amp; Pickup Trucks</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Removal of accident vehicle from roadway	\$165.00	\$165.00	\$165.00
Removal of abandoned vehicle	\$165.00	\$165.00	\$165.00
Removal of vehicle following arrest	\$165.00	\$165.00	\$165.00
Additional charge for winching	\$35.00 minimum	\$35.00 minimum	\$35.00 minimum
Additional charge for clean-up	\$25.00 minimum	\$25.00 minimum	\$25.00 minimum
Storage rates	\$55.00 per day	\$60.00 per day	\$60.00 per day

Vehicles over 10,000 lb. gvwr & Motorcycles

Removal	\$250.00 per hour	\$275.00 per hour	\$275.00 per hour
Storage	\$80.00 per day	\$85.00 per day	\$85.00 per day
Truck or tractor	\$80.00 per day	\$85.00 per day	\$85.00 per day
Trailer	\$80.00 per day	\$85.00 per day	\$85.00 per day
Vehicle Processing Fee For Retrieval of Police Towed Vehicles	\$25.00		

After Hours Service

Release of any vehicle after Wes's Service's posted business hours	\$25.00 per vehicle	\$30.00 per vehicle	\$35.00 per vehicle
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Recovery Service

The foregoing rates and charges shall apply only to towing and storage but not to accident recovery service. Wes's Service's standard commercial rates shall apply to accident recovery service.

<u>Fees Paid By Wes's Service To City</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
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Wes's Service shall remit the following fees to the City:

For each vehicle towed and retrieved by the vehicle owner or operator upon full payment of applicable tow rates and charges	\$84.15 plus \$28.05 for each day of storage paid to Wes's	\$85.80 plus \$31.20 for each day of storage paid to Wes's	\$87.45 plus \$31.80 for each day of storage paid to Wes's
---	---	---	---

For each vehicle towed but unclaimed and  
Certificate of Purchase issued by City to  
Wes's Service

\$100.00      \$105.00      \$110.00

(C) Wes's Service shall remit the foregoing fees to the City on or before the last calendar day of each calendar month for the preceding calendar month.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Calumet City, Illinois.

City of Calumet City, an Illinois municipal  
corporation

By:   
Mayor

Date: 7-25-13

Attest:

  
City Clerk

By:   
Deputy Clerk

Wes's Service, Inc.

By:   
President

Date: 7-26-13

Attest:

  
Secretary

Personal Guarantee

The undersigned guarantor hereby personally and unconditionally guarantees performance of Wes's Service under this Agreement, including Wes's Service's timely payment of all monies due hereunder to the City. The undersigned guarantor waives diligence, demand for payment, extension of time for payment, notice of acceptance of this guaranty, and indulgences and notice of every kind, and consents to any and all forbearances and extensions of the time for payment or performance under this Agreement and to any and all changes in the terms of this Agreement. The City may enforce this guaranty without first resorting to or exhausting other remedies provided by the Agreement or the law. The undersigned guarantor agrees to pay all reasonable costs and attorneys' fees incurred by the City in enforcing this guaranty. The undersigned guarantor signs this Guaranty in consideration of the City's willingness to enter into this Agreement with Wes's Service.

Wesley Gass  
Signature

WESLEY GASS  
Printed Name

978 Wilson -  
CAHUMA CITY IL  
Address

7-26-13  
Date

Pass Resolutions/Adopt Ordinances

Alderman Wosczynski moved, seconded by Alderman Jones, to pass the Resolutions and adopt the ordinances, without the necessity of prior posting.

ROLL CALL

YEAS: 6	ALDERMEN: Schneider, Wosczynski, Jones, Williams, Munda, Manousopoulos
NAYS: 0	ALDERMEN: None
ABSENT: 1	ALDERMAN: Collins

MOTION CARRIED

**FINANCIAL MATTERS**

Approve 3<sup>rd</sup> Ward Community Cookout & Back to School event 8/17/13

Approve payment to the following vendors for the 3<sup>rd</sup> Ward Community Cookout and Back to School event on Saturday, August 17, 2013: Triple AAA Rental - \$2,900/Jump N Jam - \$1,034.00/Jessie White Tumblers -\$650.00/Coca Cola - \$1,074.00; also to direct the City Treasurer to remit payment and charge to the following amounts and account#'s: (\$3,974.00 - account #01099-52724, 3<sup>rd</sup> Ward Neighborhood Development & \$1,684.00 - account #01099-52727, 6<sup>th</sup> Ward Neighborhood Development).

Approve purchase/Fire Blast \$339,950.00/fire training simulator

Accept the lowest RFP and authorize the purchase from Fire Blast Global in the amount of \$339,950.00 for a fire training simulator and direct the City Treasurer to remit payment and charge to FEMA Grant #01070-55101 (Request for Proposals were opened publicly on Monday, July 15, 2013 at 2:00 p.m. in the city council chambers)

Remit payment/Holland Asphalt Services/\$5,780

Approve asphalt removal and site clearing at the location of Sibley & Commercial and direct the City Treasurer to remit payment to Holland Asphalt Services in the amount of \$5,780.00 and charge to account #01041-52341.

Remit payment/Calumet City Plumbing/\$5,038

Approve emergency sewer repair at 524-530 Calumet Way and direct the City Treasurer to remit payment to Calumet City Plumbing in the amount not to exceed \$5,038.00 and charge to account #03036-52101.

Remit payment/Calumet City Plumbing/\$5,575

Approve emergency sewer repair at 460 Crandon Avenue and direct the City Treasurer to remit payment to Calumet City Plumbing in the amount not to exceed \$5,575.00 and charge to account #03036-52101.

Remit payment/Calumet City Plumbing/\$5,561

Approve emergency sewer repair at 497-499-501 East End Avenue and direct the City Treasurer to remit payment to Calumet City Plumbing in the amount not to exceed \$5,561.00 and charge to account #03036-52101.

Remit payment/Waste Management/\$22,521.40

Approve roll-off charges for Waste Management for June, 2013 service in the amount not to exceed \$22,521.40 and direct the City Treasurer to remit payment and charge to account #01041-52141.

<u>Remit payment/Ray O'Herron/\$29,721.98</u>	Approve payment to Ray O'Herron for taser equipment purchase and authorize the City Treasurer to remit payment in the amount not to exceed \$29,721.98 and charge to account #01060-55100.
<u>Remit payment/Otis Elevator/\$16,401.22</u>	Approve payment to Otis Elevator for service contract from 7/1/13 to 6/30/14 and authorize the City Treasurer to remit payment in the amount not to exceed \$16,401.22 and charge to account #01060-52345.
<u>Remit payment/Daugherty Sales/\$12,327.00</u>	Approve payment to Daugherty Sales for replacement of the sump system and pumps on the sewer system for the police department and authorize the City Treasurer to remit payment in the amount not to exceed \$12,327.00 and charge to account #01060-52345.
<u>Remit payment/Ray O'Herron/\$8,170.00</u>	Approve payment to Ray O'Herron for purchase of ballistic vests in the amount not to exceed \$8,170.00 and direct the City Treasurer to remit payment and charge to account #0160-55115.
<u>Approve attendance/Nyota Figgs/2013 Municipal Clerks of Illinois Institute Sept.22-27, 2013</u>	Approve the attendance of City Clerk Nyota Figgs to the 2013 Municipal Clerks of Illinois Institute and Academy September 22-27, 2013 and direct the City Treasurer to remit payment to the following and charge to account #01022-52300: \$542.20 made payable to Hilton Springfield (hotel); \$500.00 made payable to Nyota Figgs (expense & travel) and \$550.00 made payable to University of Illinois.
<u>Remit payment/Dell \$14,680.95</u>	Amend the motion made on July 11, 2013 and approve the purchase of 15 new computers for the computer system upgrades and direct the City Treasurer to remit payment to Dell in the amount not to exceed \$14,680.95; to be charged to account #01099-55120.
<u>Approve attendance IML conference - Oct 17-19</u>	Authorize the City Treasurer to pay registration fee for an elected official or department head to the Illinois Municipal League for attendance at its annual conference in Chicago on October 17-19, 2013 in an amount not to exceed \$1,500.00 for expenses with receipts for expenses to be submitted to the Finance Department upon return.
<u>Remit payment/River Oaks Auto/\$5,000.00</u>	Approve payment to River Oaks Auto in the amount of \$5,000.00 (deductible) for a police vehicle involved in an accident on 6/9/13 and direct the City Treasurer to remit payment and charge to account #01060-54151.
<u>Remit payment/American Printing/\$10,500.00</u>	Approve the purchase of 10,000 security window envelopes for payroll and accounts payable from American Printing and authorize the City Treasurer to remit payment in the amount not to exceed \$10,500.00 and charge to account #01099-52990.
<u>Approve Blue Cross Blue Shield insurance 8/1/13 to 7/31/14</u>	Approve the Blue Cross Blue Shield proposal for the period of August 1, 2013 thru July 31, 2014 and authorize the Personnel/Purchasing Director to execute the agreement for the city.



Approve the Dental Insurance proposal with Ameritas and authorize the Personnel/Purchasing Director to execute the agreement for the city.

Approve lease rental/mail flex feeder folding machine

Approve the city clerk's office to enter into a lease for the rental of a mail flex folding and sealing machine and direct the City Treasurer to remit payment of \$700.78 quarterly for 24 months; to be charged to account #01022-53200.

Approve buy-back/Officer Ronald Reddington

Approve buy-back for Officer Ronald Reddington in the amount as stated in the communication and direct the City Treasurer to remit payment.

Approve payroll

Approve payroll (\$931,113.97)

Approve payment real estate taxes/city properties

Authorize the City Treasurer to issue individual checks to the Cook County Treasurer for real estate taxes in the amount of \$17,003.74 for the following properties owned by the city: 301-156th Place, 743 Greenbay & 147 Pulaski Road; to be charged to account #010-20117.

Approve emergency payments

Approve emergency payments in the total amount of \$5,047.67 and direct the City Treasurer to remit payment to: United States Post Officer (\$3,394.69 - #030-36-2-030); Allstate (\$218.04 - #01099-51130) & American General (\$1,434.94 - #01099-51130); charge to the appropriate accounts.

Approve 4<sup>th</sup> Ward Neighborhood Dev. program/525.79

Approve the program in the amount of \$525.79 for the 4<sup>th</sup> Ward Neighborhood Development Program (4<sup>th</sup> Ward Back to School Event) and direct the City Treasurer to remit payment and charge to account #01099-52725 (AAA Rental System - \$225.79) & StilesInk-\$300.00)

Approve employment agreement/Police Chief Gilmore - 5/1/3 to 4/30/14

Approve the Employment Agreement for Police Chief Edward Gilmore from May 1, 2013 thru April 30, 2014 and authorize the execution of the contract.

Approve bill listing

Approve bill listing (\$1,106,092.54)

Amend financial item #1

Alderman Jones moved, seconded by Alderman Manousopoulos, to amend financial item #1 and authorize the City Treasurer to remit payment and \$3,974.00 from account #01099-52724 & \$1,684.00 from account #01099-52738.

MOTION CARRIED

Approve financial matters Alderman Wosczynski moved, seconded by Alderman Jones, to approve financial matter as amended.

ROLL CALL

YEAS: 6	ALDERMEN: Wosczynski, Jones, Williams, Munda, Manousopoulos, Schneider
NAYS: 0	ALDERMEN: None
ABSENT: 1	ALDERMAN: Collins

MOTION CARRIED

UNFINISHED BUSINESS

Illinois Hardest Hit Program Alderman Jones announced that the last day to apply for the Illinois Hardest Program is September 30, 2013 through the Illinois Housing Development Authority. More information is available at [www.keepyourhomeillinois.org](http://www.keepyourhomeillinois.org) or call (855) 533-7411.

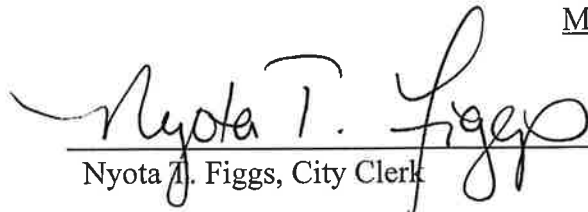
Tax Seminar - 7/30/13 Alderman Jones announced that Commissioner Larry Rogers will be conducting a Tax Seminar on Tuesday, July 30, 2013 at 6:30 p.m. at the Dorchester for anyone interesting in applying for the summer pre-file campaign with the Board of Review. For more information contact (312) 603-5681.

Condolences Zucarelli family Alderman Munda extended his condolences to the Zucarelli family/Democratic Chairman Frank Zucarelli who lost his aunt this week.

ADJOURNMENT

Adjournment was at 8:01 p.m. on a motion made by Alderman Schneider, seconded by Alderman Williams.

MOTION CARRIED



Nyota T. Figgs, City Clerk

/rb