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

**RESOLUTION
NUMBER 2015-001**

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

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

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

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

Aldermen

RESOLUTION NO. 2015-001

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

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

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

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

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

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

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

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

SECTION 2: AUTHORIZATION

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

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

SECTION 3: EFFECTIVE DATE

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

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

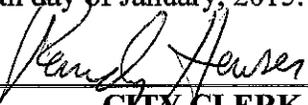
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER			X		
Alderman HAWLEY	X				
Alderman VIEYRA	X				
Alderman BILOTTO	X				
Alderman RITA			X		
Alderman DONAHUE	X				
Alderman STONE	X				
Alderman CARR	X				
Alderman OSTLING	X				
Alderman PITTMAN	X				
Alderman JOHNSON	X		X		
Alderman FRAUSTO	X				
Alderman THOMPSON	X				
Alderman JOHANSON			X		
Mayor DOMINGO F. VARGAS	X				
TOTAL	11	0	3		

APPROVED: this 13th day of January, 2015



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

ATTESTED and Filed in my office this
 13th day of January, 2015.



CITY CLERK

PROFESSIONAL SERVICE AGREEMENT (ADVISOR)
CITY OF BLUE ISLAND

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

A. Scope of Services: *As provided in the proposal attached hereto.*

B. Project Completion:

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

C. Compensation: *As provided in the proposal attached hereto.*

D. Ownership of Records and Documents / Confidential Information:

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

E. Governing Law:

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

F. Independent Contractor:

Contractor Team shall have sole control over the manner and means of providing the work and services performed under this Agreement. The City's relationship to the Contractor Team under this Agreement shall be that of an independent

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

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

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

G. Certifications:

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

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

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

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

H. Insurance and Licensure:

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

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

I. Additional Terms or Modification:

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

J. Notices:

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

For the City:

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

For the Contractor Team:

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

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

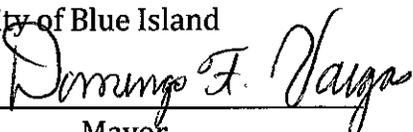
Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

K. Conflicts:

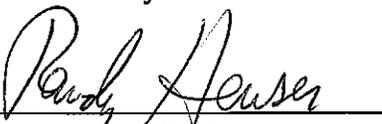
Contractor Team may continue to represent or undertake to represent existing or new clients in those matters that are not substantially related to Contractor Team's work for the City, even if the interests of such clients in those matters are directly adverse to City. Contractor Team agrees however that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

Agreed to this 13th day of Jan, 2015.

City of Blue Island



Mayor



City Clerk

Contractor Team

Kathleen Field Orr

Matthew M. Welch

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

Introduction

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

Scope of Services

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

A. The Initial Task shall include working with the City to finalize the boundaries of the proposed Business Development District, conduct field surveys and data analysis, establish eligibility and document findings.

- Review the project area to ascertain whether it qualifies under the criteria of the Business District Act.
- Confirm parcel identification numbers (PINs) and addresses to be included in the Business Development District.
- Review each parcel according to the criteria set forth in the Business District Act for eligibility.
- Review the evidence criteria and determine if the proposed project area is a “blighted area” as defined in the Business District Act.
- Prepare documentation of findings of eligibility according to the Business District Act.

B. After determination of eligibility of a Business Development District, a Business District Plan is developed and a document for review and adoption by the City Council is prepared. The Business District Plan is required to be available for review at a public hearing and is intended to serve as the basis of the ordinance establishing the Business Development District and any Business Development District sales or hotel/motel taxes. The specific tasks include:

- Preparation of a Business Development District Plan document according to the Business Development District Act.
- ♦ Preparation of a general description of the Business Development District boundaries and a map.

- ♦ Preparation of a general description of any project proposed to be undertaken within the Business Development District.
- ♦ Preparation of the estimated Business Development District project costs and anticipated sources of funds to pay business district project costs.
- ♦ Preparation of the comparison of the Business Development District to the City's Comprehensive Plan
- ♦ Determination of the rate of any tax to be imposed in the Business Development District and the period of time for which the tax shall be imposed.

C. The Business District Act outlines a specific adoption process, which includes a required public hearing and concludes with the City Council's adoption of an ordinance making certain findings based upon the eligibility report and designating the district.

For this final phase, the Consultant Team shall:

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

Costs:

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

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

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

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

Kathleen Field Orr
Kathleen Field Orr & Associates

Matthew M. Welch
Welch Law, Ltd.