



Land Use and Open Space Management Agreement **04/28/2015**

I. Introduction and Purpose

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

II. Discussion/Highlights

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

III. Conclusion and Recommendation

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

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

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

**RESOLUTION
NUMBER 2015-017**

**A RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A LAND USE AND OPEN SPACE
MANAGEMENT AGREEMENT**

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

1st Ward	CHRISTINE BUCKNER	TOM HAWLEY
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	MARCIA STONE	CANDACE CARR
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. 2015-017

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
LAND USE AND OPEN SPACE MANAGEMENT AGREEMENT**

Whereas, the City wishes to facilitate the provision of healthy, fresh food for the local community, to put into productive use neglected or underused land along the Cal-Sag channel, to augment the “green corridor” development of the Cal-Sag land by promoting organic farming, and to provide community and economic development;

Whereas, the Council finds it is in the best interests of the City to enter into an agreement with Joe O’Meara and Larry O’Toole d/b/a the Blue Island Organic and Sustainable Farm for the aforementioned purposes;

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

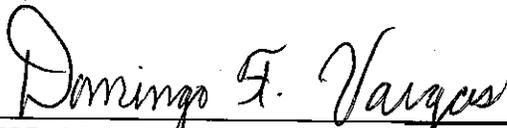
The authority under this Resolution shall extend to the execution of the agreement for use and management of certain City property for farming and accessory purposes, the terms of which shall substantially conform to the attached Exhibit A. The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

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

ADOPTED this 28th day of April, 2015, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Buckner-Cheatle			X		
Hawley	X				
Vieyra	X				
Bilotto	X				
Rita	X				
Donahue	X				
Stone	X				
Carr	X				
Ostling	X				
Pittman	X				
Johnson			X		
Frausto	X				
Thompson			X		
Johanson	X				
Vargas (Mayor)					
TOTAL	11		3		

APPROVED by the Mayor on April 28, 2015.


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

ATTESTED and Filed in my office this

28th day of April, 2015.


CITY CLERK

LAND USAGE AND OPEN SPACE MANAGEMENT AGREEMENT

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

1. TERMS OF USE

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

2. SCOPE OF SERVICES AND USES

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

3. GENERAL RESPONSIBILITY FOR APPROVED AREAS

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

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

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

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

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

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

4. SPECIAL CONSIDERATIONS AND OBLIGATIONS

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

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

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

5. HOLD HARMLESS AND INDEMNIFICATION

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

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

6. INSURANCE AND LICENSES

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

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

7. MISCELLANEOUS

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

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

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

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

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

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

CITY:

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

Mayor: _____

City Clerk: Randy Heuser _____

GROWERS:

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

SCHOOL

CHICAGO ST.

HOYNE AVE.

CANAL ST.

1" = 100'

1.5 Acres

BIKE TRAIL R.O.W

SLOPED BANK

CANAL

2 ACRES

