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

**ORDINANCE
NUMBER 2018-026**

**AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN THE FOREST
PRESERVE DISTRICT OF COOK COUNTY AND BLUE ISLAND, IL
FOR CAL SAG TRAIL EAST SEGMENT.**

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

**DEXTER JOHNSON
LETICIA VIEYRA
NANCY RITA
TOM HAWLEY
BILL FAHRENWALD
CANDACE CARR
KENNETH PITTMAN**

**GEORGE POULOS
FRED BILOTTO
KEVIN DONAHUE
ALECIA SLATTERY
JANICE OSTLING
JAIRO FRAUSTO
NANCY THOMPSON**

Aldermen

ORDINANCE NO. 2018-026

**ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE
FOREST PRESERVE DISTRICT OF COOK COUNTY AND BLUE ISLAND, IL FOR
CAL SAG TRAIL EAST SEGMENT**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the *FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF COOK COUNTY AND BLUE ISLAND, IL FOR CAL SAG TRAIL EAST SEGMENT* (the “*Agreement*”) seeks to amend an existing Intergovernmental Agreement (IGA) to modify certain provisions relating to ownership, maintenance and repair of the pedestrian bridge; and

WHEREAS, the Mayor and City Council of the City of Blue Island believe and hereby declare that it will be in the best interests of the City and its residents to approve and authorize the execution of the Agreement in substantially the form attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Blue Island, Cook County, Illinois, as follows:

Section 1. The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth in this Section 1.

Section 2. The Agreement in substantially the form attached hereto as Exhibit 1 and made a part hereof, is hereby approved and accepted, and the Mayor is hereby authorized to execute and deliver said Agreement on behalf of the City.

Section 3. This Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

(Intentionally Left Blank)

ADOPTED this 24th day of April, 2018, pursuant to a roll call vote as follows:

| | YES | NO | ABSENT | PRESENT | ABSTAIN |
|---------------------|-----|----|--------|---------|---------|
| Alderman Hawley | X | | | | |
| Alderman Poulos | X | | | | |
| Alderman Vieyra | X | | | | |
| Alderman Bilotto | X | | | | |
| Alderman Rita | | | X | | |
| Alderman Donahue | | | X | | |
| Alderman Carr | X | | | | |
| Alderman Slattery | X | | | | |
| Alderman Ostling | X | | | | |
| Alderman Pittman | X | | | | |
| Alderman Johnson | | | X | | |
| Alderman Frausto | X | | | | |
| Alderman Thompson | | | X | | |
| Alderman Fahrenwald | X | | | | |
| | | | | | |
| Mayor Vargas | | | | | |
| TOTAL | 10 | | 4 | | |

APPROVED by the Mayor on April 24, 2018.

Domingo F. Vargas

DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
24th day of April, 2018.

Randy Heuser

RANDY HEUSER
CITY CLERK

PUBLISHED in pamphlet form this
24th day of April, 2018.

Randy Heuser

RANDY HEUSER
CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

CERTIFICATE

I, Randy Heuser, certify that I am the duly elected and acting Municipal Clerk of the City of Blue Island of Cook County, Illinois.

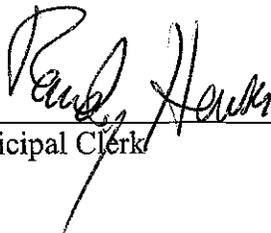
I further certify that on **April 24, 2018** the Corporate Authorities of such municipality passed and approved Ordinance No. **2018 - 026** entitled: **AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF COOK COUNTY AND BLUE ISLAND, IL FOR CAL SAG TRAIL EAST SEGMENT.**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **2018 - 026** including the Ordinance and a cover sheet thereof, was as prepared, and a copy of such Ordinance posted in the municipal building commencing **April 24, 2018** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at Blue Island, Illinois, this **24th** day of **April, 2018**.

(SEAL)



Municipal Clerk

EXHIBIT 1

First Amendment to Intergovernmental Agreement
Between the Forest Preserve District of Cook County and Blue Island, IL
For Cal Sag Trail East Segment

This amendment (this "Amendment") is entered into on March 13, 2018 by and between the Forest Preserve District of Cook County (hereinafter referred to as "Forest Preserve") and Blue Island, IL (hereinafter referred to as "Blue Island") and amends the Intergovernmental Agreement entered into on December 15, 2016 by the Forest Preserve and Blue Island with respect to the Cal Sag Trail East Segment (the "Original IGA").

WHEREAS, the parties entered into the Original IGA to share the cost of construction and Phase III engineering for approximately one mile of the Cal-Sag Trail including a pedestrian bridge over the Little Calumet River connecting Blue Island and the Forest Preserve;

WHEREAS, under the terms of the Original IGA, upon completion of the work contemplated under such agreement, the Forest Preserve would take on ownership of the pedestrian bridge, along with any associated maintenance and repair costs; and

WHEREAS, the parties, with the approval of their respective governing bodies, would like to amend the Original IGA so that the pedestrian bridge would be owned by both Blue Island and the Forest Preserve in recognition of an existing agreement between Blue Island and the Metropolitan Water Reclamation District ("MWRD") relating to lease of property at the north and west terminus of the bridge.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Original IGA as follows below.

1. Blue Island Contractual Rights and Obligations. Section 8(f) of the Original IGA shall be deleted and replaced with the following language:

"Necessary Permits. Whether the work will be performed directly by Blue Island or a contractor selected by IDOT or Blue Island, Blue Island shall require and confirm that prior to construction all required permits or required consents have been obtained for said Project from appropriate federal, state or local governmental agencies. This obligation includes confirming receipt of any required permit or consent to construct the pedestrian bridge over the Little Calumet River as part of the Project from any government agency with authority over the river or air over the river. Blue Island shall provide the required written notices to the Coast Guard and any other entity advising the same of the construction of the Project. As the owner of the real estate encompassing a portion of the Project, the Forest Preserve agrees to fully cooperate with Blue Island and/or the selected contractor(s) with respect to applications for appropriate permits or consents. Blue Island will undertake reasonable efforts to ensure that the Forest Preserve is listed as an additional permittee on any such permits or consents."

2. Ownership of Project. Section 14 of the Original IGA shall be deleted and replaced with the following language:

"Ownership of Project After Construction Completion. Excluding the pedestrian bridge portion of the Project, Blue Island shall own, operate and control the bridge appurtenances constructed on property owned or leased by Blue Island, provided such appurtenances are connected to or structurally support the pedestrian bridge. If the bridge appurtenances are constructed on property leased to Blue Island, then Blue Island shall be deemed to own, operate and control such bridge appurtenances until the expiration of the lease at which time ownership, operation and control will revert to the lessor. Excluding the pedestrian bridge portion of the Project, the Forest Preserve shall own, operate and control the bridge appurtenances constructed on property owned by the Forest Preserve, provided such appurtenances are connected to or structurally support the pedestrian bridge.

With respect to the pedestrian bridge that will be built as part of the Project for the purpose of enabling pedestrians and bicyclists to cross the Little Calumet River, because neither party has legal ownership of the Little Calumet River or the air above the Little Calumet River, the parties agree that the north and west half of the pedestrian bridge which connects to property on Pay's Point, which is leased by Blue Island, shall be considered to be owned by Blue Island, and the south and east half of the pedestrian bridge which connects to Forest Preserve property adjoining Joe Louis Golf Course shall be considered to be owned by the Forest Preserve. Irrespective of ownership, the pedestrian bridge will be operated and controlled by the Forest Preserve upon completion of construction and IDOT acceptance of the Project as complete.

With respect to any land abutting the bridge appurtenances or under the pedestrian bridge, the owner or lessor shall operate and control said land."

3. Maintenance and Repair Costs. Section 15 of the Original IGA shall be deleted and replaced with the following language:

"Maintenance and Repair Costs for the Bridge and Bridge Appurtenances After Construction Completion. The Forest Preserve shall be responsible for maintenance and repair of bridge appurtenances which were constructed on properties owned or leased by the Forest Preserve and Blue Island and which connect to or structurally support the pedestrian bridge, including any associated cost or expense, upon IDOT acceptance of the Project as complete. With respect to maintenance and repair of the pedestrian bridge, upon IDOT acceptance of the Project as complete, the Forest Preserve shall be responsible for maintenance and repair of the entire pedestrian bridge, whether or not a portion is considered owned by Blue Island as described in Section 14 as amended, including any associated cost or expense, for the remaining term of this Agreement. To accomplish this responsibility to maintain and repair the bridge and bridge appurtenances, this Agreement creates a license for the Forest Preserve to maintain and repair any portion of the pedestrian bridge and bridge appurtenances owned, operated or controlled by Blue Island.

The parties agree that the Forest Preserve will not be responsible for maintaining and repairing the pedestrian bridge if another governmental or private entity with any right, interest, or authority over the pedestrian bridge accepts and agrees in writing to maintain and repair the pedestrian bridge and notifies Blue Island and the Forest Preserve in writing of its acceptance of the duty to maintain and repair the pedestrian bridge.

The Forest Preserve shall be responsible for obtaining any future permits or consents necessary to maintain and repair the pedestrian bridge over Little Calumet River from any government agency with authority over the river or air over the river. Blue Island agrees to fully cooperate with the Forest Preserve with respect to applications for all such permits and consents. Notwithstanding the above, the Forest Preserve shall not have any responsibility for removal or relocation of such bridge unless otherwise agreed to in writing."

4. Term. Section 18(a) of the Original IGA shall be deleted and replaced with the following language:

"This Agreement shall remain in effect as long as any portion of the pedestrian bridge connects to a bridge appurtenance on Forest Preserve property, subject to earlier termination by agreement of the parties or as otherwise permitted by this Agreement."

5. Notices. The notice provision in Section 26 of the Original IGA specifying to which party at the City of Blue Island notice shall be given shall be deleted and replaced with the following language:

"City of Blue Island
Attn: Mayor Domingo Vargas
13051 S. Greenwood Avenue
Blue Island, IL 60406
dvargas@cityofblueisland.org
708 396-7030

Attn: Cary Horvath
Odelson & Sterk, Ltd
3318 W. 95th St.
Evergreen Park, IL 60805
chorvath@odelsonsterk.com
708 424-5678"

Except as set forth in this Amendment, the Original IGA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Original IGA, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Amendment to be executed, all as of the date first written above.

FOREST PRESERVE DISTRICT
OF COOK COUNTY

BY: Toni Preckwinkle
TONI PRECKWINKLE, President

BLUE ISLAND, ILLINOIS

BY: Domingo Vargas
Domingo Vargas, Mayor

ATTEST:

Megan B. DeLeon

ATTEST:

Randy Houser

MATTHEW B. DeLEON, Secretary

City Clerk