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

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**ORDINANCE  
NUMBER 2018-035**

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**AN ORDINANCE APPROVING AN AMENDMENT TO THE  
REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF BLUE  
ISLAND AND BLUE ISLAND HOSPITAL COMPANY, LLC d/b/a  
METROSOUTH MEDICAL CENTER AND AUTHORIZING THE  
MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT**

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**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. 2018-035**

**AN ORDINANCE APPROVING AN AMENDMENT TO THE  
REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF BLUE ISLAND  
AND BLUE ISLAND HOSPITAL COMPANY, LLC d/b/a  
METROSOUTH MEDICAL CENTER AND AUTHORIZING  
THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT**

**WHEREAS**, the City of Blue Island has heretofore designated the Tax Increment  
Redevelopment Project Area for TIF No. 5 as amended; and

**WHEREAS**, the City of Blue Island and Blue Island Hospital Company, LLC d/b/a  
MetroSouth Medical Center, the current owner and operator of the hospital, previously entered  
into a Redevelopment Agreement on February 12, 2013; and

**WHEREAS**, the City of Blue Island and Blue Island Hospital Company, LLC have agreed  
to amend certain provisions in the Redevelopment Agreement;

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

**SECTION 1: AUTHORIZATION OF MAYOR AND CITY CLERK TO EXECUTE AND ACT  
IN ACCORDANCE WITH AMENDMENT**

That the Amendment to the Redevelopment Agreement between the City of Blue Island  
and Blue Island Hospital Company, LLC, a true and correct copy of which is attached hereto as  
Exhibit "A", is hereby approved and the Mayor and City Clerk are authorized to execute the  
Amendment and any and all documentation that may be necessary to carry out the intent of this  
Ordinance. 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  
Ordinance.

SECTION 2: EFFECTIVE DATE

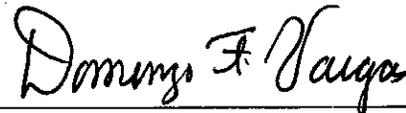
This Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

*Intentionally left blank*

**ADOPTED** this 26th day of June, 2018, pursuant to a roll call vote as follows:

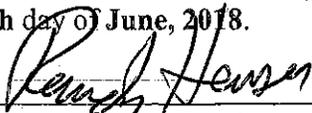
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos			X		
Alderman Vieyra					X
Alderman Bilotto			X		
Alderman Rita	X				
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson			X		
Alderman Frausto	X				
Alderman Thompson	X				
Alderman Fahrenwald	X				
Mayor Vargas					
<b>TOTAL</b>	10		3		1

**APPROVED** by the Mayor on June 26, 2018.



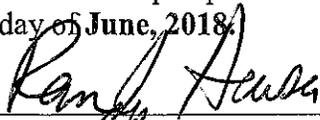
**DOMINGO F. VARGAS**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and Filed in my office this  
 26th day of June, 2018.



**RANDY HEUSER**  
**CITY CLERK**

**PUBLISHED** in pamphlet form this  
 26th day of June, 2018.



**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.

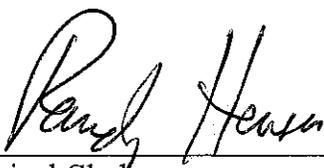
I further certify that on **June 26, 2018** the Corporate Authorities of such municipality passed and approved Ordinance No. **2018 - 035** entitled: **AN ORDINANCE APPROVING AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF BLUE ISLAND AND BLUE ISLAND HOSPITAL COMPANY, LLC D/B/A METROSOUTH MEDICAL CENTER AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT.**

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

The pamphlet form of Ordinance No. **2018 – 035** including the Ordinance and a cover sheet thereof, was as prepared, and a copy of such Ordinance posted in the municipal building commencing **June 26, 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 **26th** day of **June, 2018**.

(SEAL)

  
\_\_\_\_\_  
Municipal Clerk

**EXHIBIT A**

**AMENDMENT TO REDEVELOPMENT AGREEMENT**

This Amendment to Redevelopment Agreement between the City of Blue Island, an Illinois Municipal Corporation (the "City") and Blue Island Hospital Company, LLC, a Delaware limited liability company doing business as MetroSouth Medical Center ("Developer"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

For and in consideration of the mutual promises and covenants set forth herein, and the City of Blue Island's agreement to adopt a Resolution supporting the renewal of the Class 8 Real Estate Tax Assessment for the Real Property located at 12935 S. Gregory Street, Blue Island, Illinois, and which is commonly known, and operated by Blue Island Hospital Company, LLC as MetroSouth Medical Center, the City and Developer hereby agree to amend the Redevelopment Agreement entered into by them on February 12, 2013, as follows:

1. The amendments are to Sections 4.5, 5.1 and 6.1 of the Redevelopment Agreement between the parties dated February 12, 2013. The Amendments will be shown by deleting the stricken language and adding the underlined language.

2. Section 4.5 of the Redevelopment Agreement between the parties dated February 12, 2013, is amended to state as follows:

**4.5.** In order to reimburse the Developer for Developer's Project Costs, the City pledges to annually pay Developer an amount equal to the amount by which the Hospital Incremental Property Taxes for that year exceed the sum of ~~Five Hundred Thousand Dollars (\$500,000.00)~~ Seven Hundred Fifty Thousand (\$750,000) By way of illustration, assuming that in the year ~~2016~~ 2018, the Hospital Incremental Property Taxes total ~~\$700,000.00~~ \$1,000,000.00, then the City shall pay Developer ~~\$200,000.00~~ \$250,000.00 as partial reimbursement for Developer's Project Costs. The City will have no obligation to make an annual reimbursement of Hospital Incremental Property Taxes to Developer in

any given year unless the Hospital Incremental Property Taxes for that year exceed the sum of ~~\$500,000.00~~ \$750,000.00.

3. Section 5.1 of the Redevelopment Agreement between the parties dated February 12, 2013, is amended to state as follows:

**5.1.** The City shall make its reimbursement payments to Developer either once or twice annually. For those years where the first installment Hospital Incremental Property Taxes exceed ~~\$500,000~~ \$750,000.00, the payments shall be made twice annually, within 60 days after the first and second installment property taxes for the Hospital Property have been paid by Developer, collected by Cook County and paid to the City, in an amount equal to Developer's entitlements as set forth in Section 4.5. For those years where the first installment Hospital Incremental Property Taxes do not exceed ~~\$500,000.00~~ \$750,000.00, there shall be only one distribution, within 60 days after the second installment property taxes for the Hospital Property have been paid by Developer, collected by Cook County and paid to the City.

4. Section 6.1 of the Redevelopment Agreement between the parties dated February 12, 2013, is amended to state as follows:

**6.1.** The City shall continue to maintain a Special Tax Increment Allocation Fund ("STAF") for the Amended RPA as required by the Act, and shall deposit into the STAF the Hospital Incremental Property Taxes in excess of the ~~\$500,000.000~~ \$750,000.00 City retained portion from time to time. The City will maintain the existence of the ST AF as long as this Agreement remains in force and effect and any obligations to Developer remain outstanding.

5. Except as amended herein, all of the remaining provisions of the Redevelopment Agreement between the parties dated February 12, 2013, shall remain in full force and effect as originally stated.

*Intentionally left blank*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the year and date first above written.

(SEAL)

Attest:

  
\_\_\_\_\_  
City Clerk

**City of Blue Island, an Illinois Municipal Corporation**

By:   
\_\_\_\_\_  
Mayor

**DEVELOPER:**

**Blue Island Hospital Company, LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Its: Duly Authorized Member

SUBSCRIBED AND SWORN TO  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public