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

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**ORDINANCE  
NUMBER 2019-009**

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**AN ORDINANCE AUTHORIZING LEASING OF CERTAIN PUBLIC  
PROPERTY WITHIN THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, FOR USE BY  
CLUB MORELIA SOCCER TEAM**

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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. 2019-009**

**AN ORDINANCE AUTHORIZING LEASING OF CERTAIN PUBLIC  
PROPERTY WITHIN THE CITY OF BLUE ISLAND, COOK COUNTY,  
ILLINOIS, FOR USE BY CLUB MORELIA SOCCER TEAM**

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**WHEREAS**, the Mayor and City Council of the City of Blue Island desire to effectively and efficiently serve the needs of the citizens of the City of Blue Island with regard to recreational activities; and

**WHEREAS**, there is certain city owned property commonly known as the “North East Site – Field #1” which is appropriate for use as a soccer field and for other recreational uses;

**WHEREAS**, the City Council has the authority to lease public property pursuant to the Illinois Municipal Code (65 ILCS 5/11-76).

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

**SECTION ONE: RIGHT OF USE**

Club Morelia Soccer Team shall be permitted exclusive use of the soccer field which it maintains and that is located at the North East Site – Field #1. At all times, the City shall maintain the right to enter upon the premises and perform any necessary work, repair, testing, clean-up or other activity deemed necessary by the City. Said lease agreement shall not exceed the term beginning May 1, 2019 and ending September 30, 2019, and the terms of which shall be memorialized by a written lease agreement executed by the Mayor or his designee and a representative of Club Morelia Soccer Team.

**SECTION TWO: AUTHORIZATION TO EXECUTE LEASE**

The Mayor is authorized to execute a written lease agreement in the form attached hereto as Exhibit “A.”

**SECTION THREE: REPEAL OF ORDINANCES**

All ordinances, and parts thereof, in conflict with the provisions herein are repealed.

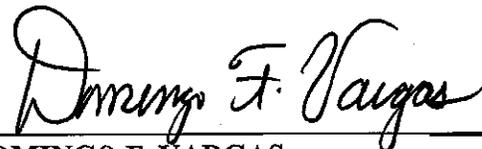
**SECTION FOUR: EFFECTIVE DATE**

This ordinance shall be in full force and effect after passage and publication as required by law.

**ADOPTED** this 23rd day of April, 2019, pursuant to a roll call vote as follows:

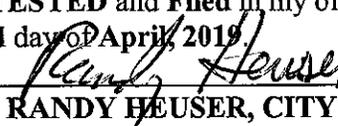
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos			X		
Alderman Vieyra	X				
Alderman Bilotto			X		
Alderman Rita	X				
Alderman Donahue	X				
Alderman Carr			X		
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto	X				
Alderman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

**APPROVED** by the Mayor on April 23, 2019.

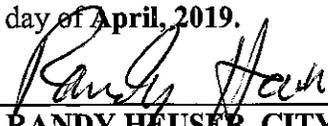


**DOMINGO F. VARGAS**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and **Filed** in my office this  
 23rd day of April, 2019.

  
 RANDY HEUSER, CITY CLERK

**PUBLISHED** in pamphlet form this  
 23rd day of April, 2019.

  
 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 23, 2019** the Corporate Authorities of such municipality passed and approved Ordinance No. **2019 - 009** entitled: **AN ORDINANCE AUTHORIZING LEASING OF CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, FOR USE BY CLUB MORELLA SOCCER TEAM.**

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

The pamphlet form of Ordinance No. **2019 - 009** including the Ordinance and a cover sheet thereof, was as prepared, and a copy of such Ordinance posted in the municipal building commencing **April 23, 2019** 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 **23RD** day of **April, 2019**.

(SEAL)

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

**EXHIBIT "A"**  
**LEASE AGREEMENT FOR USE OF PUBLIC PROPERTY**

This Agreement is made and entered into this 1<sup>st</sup> day of May, 2019 ("Effective Date") by and between Club Morelia Soccer Team (the "Club") and the City of Blue Island, Cook County, Illinois, (the "City"). The parties hereby agree to the following terms to govern the use of public property located within the City of Blue Island and commonly known as the "Northeast Site – Field #1" (the "Site") for recreational purposes:

1. **Consideration.** In consideration of this Agreement, the Club will pay to the City the sum of One Dollar (\$1.00) in exchange for the privilege to use certain portions of the Northeast Site – Field #1 for recreational purposes.
2. **Time and Purpose of Use.** The Club will use the pre-designated field area of the site located west of Division Street and south of 119<sup>th</sup> Place from May 1, 2019 until September 30, 2019. The subject Northeast Site – Field #1 is located on the east side of the parking lot serving the site. The site shall be used for the purpose of engaging in competitive games, sports or activities. Trading of scheduled use times with other teams or organizations is prohibited without prior written approval of the Mayor. Use of the site shall be strictly in accordance with the provisions herein and activities shall be restricted to those lawful activities and personal demeanor of the tenants as is consistent with generally accepted standards and expectations of activities and demeanor within the Blue Island community. The site shall not be used for commercial or private gain ventures of any kind including providing lessons or instruction for compensation.
3. **Maintenance and Condition of the Site.** The Club shall be responsible for the maintenance and upkeep of the designated area of the site at all times. All trash must be picked up and removed from the area. If the site or any portion thereof, during the term

of this agreement, shall be damaged by the act, default, or negligence of the League, League's agents, employees, patrons, guests, or any person admitted to or allowed to enter the said premises or area by the Club, the Club shall pay to the City upon demand such sum as shall be necessary to restore said area to its original condition.

4. **General Use Provisions.** The Club shall not admit to said site a larger number of persons than can safely and freely move about the site area. Vehicles shall be parked in accordance with applicable local ordinances and state law. Under no circumstances shall the vehicles block the use of any public street or the entrance to the site or be parked illegally. Alcohol consumption and use of controlled substances by anyone is prohibited at all times. The site shall not be used for commercial venture or private gain which is defined as any function conducted for capital gain or profit during which goods or services and/or money exchange hands. The Club is responsible for the behavior of team members and patrons. The Club shall also be responsible for removing any fixtures, furniture or equipment brought to the site.
5. **Portable toilets or bathroom facilities.** The Club, at its cost and expense, shall comply with all applicable present and future federal, state and local laws, ordinances, rules and regulations applicable to the installation, maintenance and use of the portable bathroom facilities which it places on City property. The Club shall be solely liable and responsible for any and all maintenance of all portable bathroom facilities. The City shall not be responsible for any costs whatsoever arising from or related to the use or occupancy of the portable bathroom facilities placed on the property by the Club. The Club shall be responsible for the removal of said portable bathroom facilities upon the expiration of this Agreement. The Club shall be responsible for any damage to City property which

results from or is related to the use of such portable bathroom facilities. All portable bathroom facilities placed on City property shall remain locked at all times when not in use by the Club or its authorized patrons. The Club shall take sole responsibility for ensuring this requirement is met. The Club, in addition to its obligations provided elsewhere in this Agreement, shall at all times defend, indemnify and hold harmless the City from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including any award of reasonable attorney fees, settlements or judgments, arising out of or relating to the use, occupancy, maintenance, repair, installation, removal or any claims or causes of action that are brought by third parties relating to the portable bathroom facilities which it places on City property. The parties agree to promptly notify the other party of any claim or litigation to which this indemnity applies. The Club agrees to obtain, and maintain, any and all necessary insurance policies to indemnify the City for events identified herein and shall produce certificates of insurance upon the request of the City.

6. Reservations of Rights and Assignment. The City through its authorized representatives, reserves the right to refuse the use of the site to any person, organization, or others requesting use of the site, or to evict any person or organization for misconduct, or when deemed to be in the best interest of the City. The City also reserves the right to enter upon the site and perform any and all necessary inspections, improvements or work related to the development, cleanup and remediation of the site and surrounding areas. This Agreement shall not be construed to include an exclusive right to the site to prevent, prohibit or hinder the City's use of the site. The privileges granted to the League under this lease may not be assigned to anyone other than the Club, its patrons or agents.

7. Limitation of Liability. The Club agrees to save harmless the city from liability for any and all claims, suits, or other instruments of law as may arise, as occasioned by injuries or damages incurred during the time of occupancy of the field. Organized groups are responsible for providing their own liability insurance coverage for their members, guests, and other participants. The Club shall indemnify and save harmless the City, its officers, directors, agents, legal representatives and employees from all liability, suits, actions, or claims of any character, type, or description brought or made for or on account of any and all losses, injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by the use of the site. The City, its officers, directors, agents, legal representatives, and employees shall not be liable or responsible for, and shall be saved and held harmless by the Club from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the use of the site. The Club acknowledges that the City is permitting use of the site as a courtesy to the Club and accepts the site as suitable for the purposes of playing and accepts the site and each and every appurtenance, and waives any defects, and agrees to hold the City harmless from all claims for any such damage or injury.

THE PARTIES HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AGREEMENT ON THE DATES HEREAFTER SET FORTH BELOW.

  
\_\_\_\_\_  
Mayor, City of Blue Island

4-23-19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Club Representative for Club Morelia Soccer Team

\_\_\_\_\_  
Date