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

**ORDINANCE
NUMBER 2019-021**

**AN ORDINANCE APPROVING AND AUTHORIZING
THE FIRST AMENDMENT TO LEASE AGREEMENT DATED
JUNE 11, 2013 BETWEEN THE METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO AND
THE CITY OF BLUE ISLAND**

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

**DEXTER JOHNSON
FRED BILOTTO
NANCY RITA
TOM HAWLEY
MICHAEL MECH
CANDACE CARR
ALECIA SLATTERY**

**ANNETTE ALEXANDER
WILLIAM CAZARES
KEVIN DONAHUE
BILL FAHRENWALD
JOHNNY RINGO HILL
RAEANN CANTELO-ZYLMAN
JAMES KLINKER**

Aldermen

ORDINANCE NO. 2019-021

AN ORDINANCE APPROVING AND AUTHORIZING THE FIRST AMENDMENT TO LEASE AGREEMENT DATED JUNE 11, 2013 BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE CITY OF BLUE ISLAND

WHEREAS, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/11-76-2;

WHEREAS, the City plans to enter into the First Amendment to Lease Agreement dated June 11, 2013 between the Metropolitan Water Reclamation District of Greater Chicago and the City of Blue Island, for the property and purposes described and depicted in the First Amendment to Lease attached hereto as **Exhibit “A”**;

WHEREAS, the appropriate city officials have considered and reviewed the proposal and find its terms to be acceptable;

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

SECTION 1: AUTHORIZATION OF MAYOR & CITY CLERK TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENT

The City Council approves entering into the First Amendment to Lease Agreement dated June 11, 2013 between the Metropolitan Water Reclamation District of Greater Chicago and the City of Blue Island pursuant to the First Amendment to Lease in substantially similar form as attached hereto as **Exhibit “A”** concerning the property and purposes as described and depicted in **Exhibit “A.”** The Mayor or his designee and the City Clerk are authorized to execute any and all documentation that may be necessary to carry out the intent of this Ordinance and the First Amendment to Lease Agreement attached hereto as **Exhibit “A”**. 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 and the First Amendment to Lease Agreement attached hereto as **Exhibit “A”**.

SECTION 2: INCORPORATION OF TERMS AND CONDITIONS OF FIRST AMENDMENT TO LEASE AGREEMENT

The terms and conditions of the First Amendment to Lease Agreement attached hereto as **Exhibit “A”** are incorporated herein by reference and made a part hereof, the same as if they were set forth herein verbatim.

SECTION 3: EFFECTIVE DATE

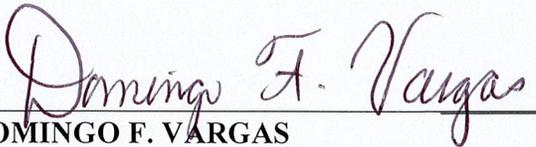
This Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

Intentionally left blank

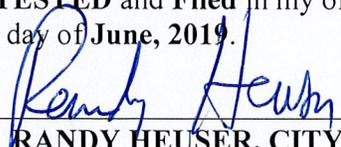
ADOPTED this **25th** day of **June, 2019**, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Johnson	X				
Alderman Alexander	X				
Alderman Bilotto	X				
Alderman Casares	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Hawley	X				
Alderman Fahrenwald	X				
Alderman Mech	X				
Alderman Hill	X				
Alderman Cantelo-Zylman	X				
Alderman Carr	X				
Alderman Slattery			X		
Alderman Klinker			X		
Mayor Vargas					
TOTAL	12		2		

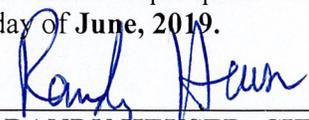
APPROVED by the Mayor on **June 25, 2019**.


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

ATTESTED and **Filed** in my office this
25th day of **June, 2019**.


RANDY HEUSER, CITY CLERK

PUBLISHED in pamphlet form this
25th day of **June, 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.

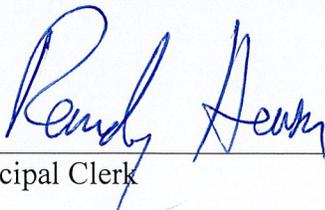
I further certify that on **June 25, 2019** the Corporate Authorities of such municipality passed and approved Ordinance No. **2019 - 021** entitled: **AN ORDINANCE APPROVING AND AUTHORIZING THE FIRST AMENDMENT TO LEASE AGREEMENT DATED JUNE 11, 2013 BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE CITY OF BLUE ISLAND.**

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

The pamphlet form of Ordinance No. **2019 – 021** including the Ordinance and a cover sheet thereof, was as prepared, and a copy of such Ordinance posted in the municipal building commencing **June 25, 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 **25TH** day of **June, 2019.**

(SEAL)



Municipal Clerk

EXHIBIT "A"

**FIRST AMENDMENT TO LEASE AGREEMENT DATED JUNE 11, 2013
BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO AND THE CITY OF BLUE ISLAND**

City of Blue Island
L-314; 19-CM-002
6/20/2019

**FIRST AMENDMENT TO LEASE AGREEMENT DATED JUNE 11, 2013 BETWEEN
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
AND THE CITY OF BLUE ISLAND**

This First Amendment to Lease Agreement is made this 20th day of June, 2019, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois (hereinafter "District"), and the CITY OF BLUE ISLAND, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter "Lessee").

WHEREAS, the District and Lessee entered into that certain Lease Agreement dated June 11, 2013 ("Lease"), on 137.64 acres of District real estate located between Kedzie Avenue and Fay's Point; Cal-Sag Channel Parcels 14.01-14.02, 14.04-14.09, 14.11, 14.13, 15.03-15.07, 15.10 and 16.03 in Blue Island, Illinois for a period of 39-years commencing June 11, 2013, and expiring May 31, 2052, for public recreational purposes and maintaining a bicycle/pedestrian trail along the Cal-Sag Channel as part of the "Calumet-Sag Trail" and for no other purpose whatsoever;

WHEREAS, on May 2, 2013, the District and Lessee entered into that certain Surrender of Lease Agreement whereby Lessee surrendered its lease on Cal-Sag Channel Parcel 15.09 and agreed to maintain the District's SEPA Station 3 site in Blue Island ("SEPA 3 Site");

WHEREAS, Lessee has requested to amend the Lease to: (1) expand Lessee's leasehold to include the SEPA 3 Site and again lease Cal-Sag Channel Parcel 15.09 and 2) allow Lessee to host various community events and maintain community gardens and a parking lot;

WHEREAS, the SEPA 3 Site, also known as Cal-Sag Channel Parcel 15.11, comprises 8.234± acres of District real estate located north of the Cal-Sag Channel between Western Avenue and Chatham Street in Blue Island, Illinois;

WHEREAS, Lessee's request to amend the Lease does not include leasing the District's pump building, aeration pools and system located on the SEPA 3 Site, which shall continue to remain under the District's exclusive possession and control;

WHEREAS, Cal-Sag Channel Parcel 15.09 comprises 3.65± acres of District real estate located north of the Cal-Sag Channel between Chatham Street and Hoyne Street in Blue Island, Illinois; and

WHEREAS, the District is willing to amend the Lease subject to the terms and conditions set forth below, as authorized by order of its Board of Commissioners on June 6, 2019, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

NOW THEREFORE, in consideration of the payment by Lessee to the District of a nominal fee of TEN AND NO/100 DOLLARS (\$10.00) plus 25% of the net revenues generated by Lessee's use of its leasehold, the mutual covenants and agreements of the District and Lessee and other good and valuable consideration, receipt of which is hereby acknowledged, the District and Lessee hereby agree as follows:

1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as if set forth in full, same constituting the factual basis for this transaction.

2. Article 1.01 of the Lease ("Demised Premises") is hereby deleted in its entirety and replaced with the following paragraph:

1.01 DEMISED PREMISES

Lessor, for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the demised premises legally described and depicted in the plat of survey in Exhibit "B" which will be attached to this First Amendment to Lease Agreement and made a part hereof as provided below, located in the County of Cook and State of Illinois for those purposes, as more specifically described in Article Three, Paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c, consisting of:

150± acres of District real estate located between Kedzie Avenue and Fay's Point in Blue Island, Illinois and known as Cal-Sag Channel Parcels 14.01, 14.02, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, 14.11, 14.13, 15.03, 15.04, 15.05, 15.06, 15.07, 15.09, 15.10, 15.11 (SEPA 3 Site), and 16.03 ("Demised Premises").

No later than eighteen (18) months from the date of this Agreement, Lessee shall submit to the District a plat of survey of the Demised Premises for the District's review and approval. The plat, once approved by the District, will be attached as Exhibit "B" to this First Amendment to Lease Agreement.

An aerial photograph generally depicting the boundaries of the Demised Premises is attached to this First Amendment of Lease Agreement as Exhibit "C".

The Demised Premises do not include the District's pump building, aeration pools and system located on the SEPA 3 Site, which shall continue to remain under the District's exclusive possession and control. An aerial photograph

depicting said pump building, aeration pools and system is attached to this First Amendment to Lease Agreement as Exhibit "D".

3. Article 2.01 of the Lease ("Rent and Additional Compensation") is hereby amended by adding the following paragraph A at the end of said Article:

A. ADDITIONAL COMPENSATION -- (NON-RENT):

Cash: In addition to the foregoing cash rent to be paid by Lessee to Lessor, Lessee shall pay in cash to Lessor 25 percent (25%) of the net revenues generated by Lessee's use of or activities (including use or activities of its vendors) on the Demised Premises. Net revenues shall be defined as gross revenues generated by Lessee's use of or activities on the Demised Premises, less the amortized expenses of any improvements that Lessee shall make to or upon the Demised Premises, and less any bond repayments used to finance any improvements to the Demised Premises.

On each anniversary of the effective date of this Lease, Lessee shall furnish to Lessor an audited and certified statement of all items of income attributable to Lessee's use of the Demised Premises and simultaneously remit its check to Lessor in an amount equal to the aforesaid percentage multiplied by the audited and certified statement for that one-year period. All such audited and certified statements shall be subject to confirmation by Lessor. Lessee shall furnish all original books and records or certified copies thereof necessary to confirm such statements, upon reasonable demand by Lessor, at no cost to Lessor.

4. Article 3.07 of the Lease ("Use of Demised Premises") is hereby deleted in its entirety and replaced with the following paragraph:

3.07 USE OF THE DEMISED PREMISES

It is understood that the Demised Premises are to be used by said Lessee for the sole and exclusive purpose of public recreational purposes, including: (1) constructing and maintaining a bicycle/pedestrian trail along the Cal-Sag Channel as part of the "Calumet-Sag Trail" which will be constructed in cooperation with other municipalities and government agencies and will connect with the Centennial Trail on the west and Burnham Greenway Trail on the east; (2) hosting community events, including Lessee's annual Chicago River Day, Independence Day fireworks display, and Chicago Southland Dragon Boat Festival; a series of

live music concerts from May through September; and "Drivin' the Dixie", a classic and collectable car rally that features a vintage baseball game, food and music (Lessee represents that most community events will be on the SEPA 3 Site and Cal-Sag Channel Parcel 14.05); (3) maintaining a parking lot on Cal-Sag Channel Parcel 15.09; (4) maintaining community gardens on the Demised Premises, except on the SEPA 3 Site and on Cal-Sag Channel Parcel 15.09, which shall not be used for such purposes; and (5) for no other purpose whatsoever.

5. Lessee shall maintain/retain control and management of each leasehold parcel, or portion thereof, that is used for maintaining community gardens. Concerning such use, Lessee will assign individual raised-bed plots to growers, which must register with Lessee. Plots, or any other division of land set aside for such use, must be made equally available to both residents and non-residents of Blue Island for growing gardens. The sale or commercial use of any items or vegetables grown at the Demised Premises is expressly prohibited. During registration, Lessee shall advise each grower in writing that use of District land for community gardening may be discontinued by Lessee at any time, that such use does not thereby grant unto the grower any interest or estate in said lands of the District, and that the sale or commercial use of any plants or vegetables grown at the Demised Premises is prohibited.

6. Cal-Sag Channel Parcel 15.09 contains a District intercepting sewer and access manholes and the SEPA 3 Site contains a District TARP dropshaft ("CDS-7"). District employees, contractors, licensees and invitees shall at all times have unobstructed use and access (including vehicular access) to such facilities, to all District facilities located at the SEPA 3 Site, and all other District facilities on the Demised Premises. Such use and access includes the right to park vehicles at the SEPA 3 Site's designated parking area(s) at any time.

7. No use of the Demised Premises by Lessee, its agents, contractors, or invitees, including any activities allowed under Article 3.07 of the Lease, shall interfere with District operations at the SEPA 3 Site or damage any District facilities located thereon or on the Demised Premises. The District will not revise any of its operations at the SEPA 3 Site to accommodate any use thereof by Lessee. In the event of such damage caused by Lessee, its agents, contractors, or invitees, Lessee shall be solely responsible for repairing such damage or, if the District in its sole discretion elects to repair the damage itself, reimbursing the District for all costs reasonably expended by the District in repairing such damage.

8. Lessee shall at its own cost provide reasonable security measures when hosting community events on the Demised Premises to ensure that the District's access to its facilities, including to its facilities on the SEPA 3 Site, is not obstructed in any way, that no trespass occurs to District facilities located thereon, and that the conduct of persons attending such community events is not disorderly.

9. No alcoholic beverages of any kind shall be sold, served, possessed or consumed on the Demised Premises. Lessee acknowledges that it must obtain separate approval from the Board of Commissioners before such activities may be authorized.

10. The responsibility for maintaining the grounds at the SEPA 3 Site shall be exclusively Lessee's and the District shall not in any way be obligated to share in such responsibility. Lessee shall keep the SEPA 3 Site free of trash and debris at all times, including keeping all trash receptacles located thereon from overflowing at any time. Lessee shall also keep all sidewalks and access drives located onsite clear of snow and ice and all lawns/grassy areas from becoming overgrown or weed infested.

11. Lessee shall at its sole cost promptly install any safety signage at the SEPA 3 Site upon request by the District.

12. The District has granted a 5-year, non-exclusive easement to the Illinois Department of Transportation ("IDOT") to use a portion of the SEPA 3 Site for construction staging as part of IDOT's rehabilitation of the Western Avenue Bridge. IDOT's staging area is generally depicted in the aerial photograph attached hereto as Exhibit "D". This First Amendment to Lease Agreement is subject to IDOT's easement, including access by IDOT and its contractors to its staging area. Lessee shall erect and maintain temporary fencing for the duration of any community events taking place at the SEPA 3 Site to adequately separate such event from IDOT's construction staging area and access route thereto.

13. In all other respects, all terms, conditions, covenants and agreements of the Lease shall remain in full force and effect, and shall continue to inure to and bind the District and Lessee for the term of the Lease.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE FOLLOWS]

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

METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO

By: _____
Frank Avila
Chairman, Committee on Finance

ATTESTED:

By: _____
Jacqueline Torres, Clerk

CITY OF BLUE ISLAND

By: Domino Vargas
Title: Mayor

ATTESTED:
By: Paula Lewis
Title: CITY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, LATRECE ABRAMS, a Notary Public in and for said County,
(Name)

in the State aforesaid, DO HEREBY CERTIFY that DOMINGO F VARGAS,
(Name - Signatory)

personally known to me to be the MAYOR
(Title)

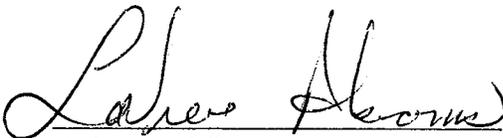
of THE CITY OF BLUE ISLAND, a municipal corporation, and
(Municipality),

RANDY HEUSER, personally known to me to be the
(Name of Attestor)

CITY CLERK of said entity, are the same persons
(Title)

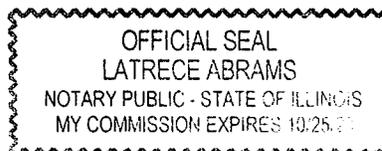
whose names are subscribed to the foregoing instrument, who appeared before me this day in person and severally acknowledged that as such representatives of said entity, duly executed said instrument on behalf of said entity, and caused the corporate seal of said entity to be affixed thereto pursuant to authority given by the Board of Directors of said entity, as their free and voluntary act and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25TH day of 2019, A.D. 2019.


Notary Public

My Commission expires:

10/25/2020



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 2019.

Notary Public

My Commission expires:

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee _____

Insurance _____

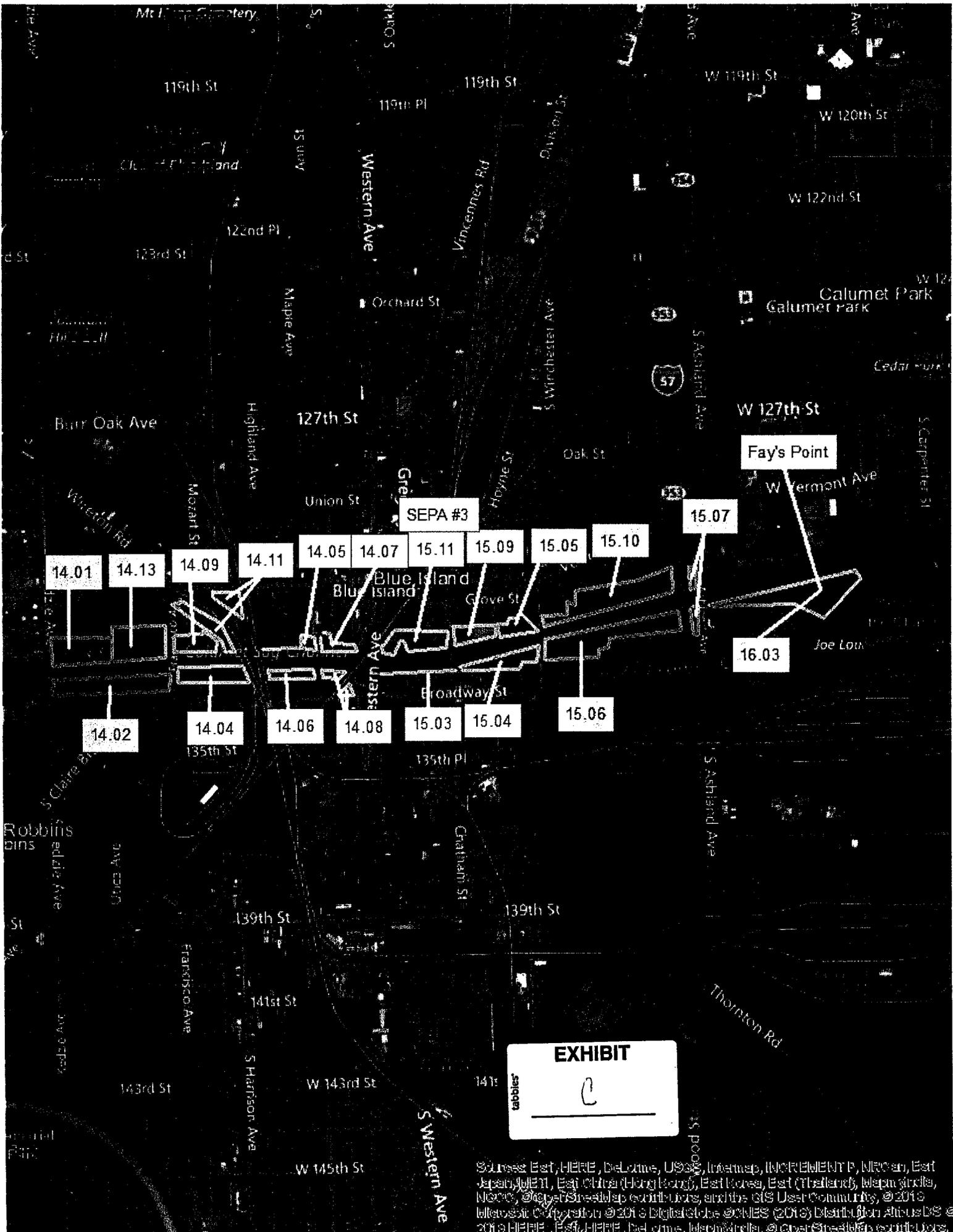
Bond _____

Exhibit A

Board Order (to be provided)

Exhibit B

Plat of Survey (to be provided)



Fay's Point

SEPA #3

14.01

14.13

14.09

14.11

14.05

14.07

15.11

15.09

15.05

15.10

15.07

16.03

14.02

14.04

14.06

14.08

15.03

15.04

15.06

EXHIBIT
C

Source: Esri, HERE, DeLorme, USGS, Imagery, Mapbox, INCREMENT P, NRCan, Esri Japan, Swisstopo, Esri China (Hong Kong), Esri Korea, Esri (The Netherlands), Swisstopo, NRC, Esri SDE contributors, and the GIS User Community, © 2018 Intellicart Corporation © 2018 DigitalGlobe © CNES (2018) Distribution Airbus DS © 2018 HERE, Esri, HERE, DeLorme, Mapbox, Intel, © OpenStreetMap contributors, and the GIS User Community

Charham St

Charham St

Charham St

Charham St

Fulton St

Fulton St

Fulton St

Living Ave

Pump Building

Aeration Pools and System

SEPA Station 3

Columet Sag Channel

IDOT Staging Area



Gregory St

Western Ave

Western Ave

Western Ave

EXHIBIT D