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

**ORDINANCE
NUMBER 2020-006**

**AN ORDINANCE APPROVING AND AUTHORIZING THE
SECOND 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. 2020-006

AN ORDINANCE APPROVING AND AUTHORIZING THE SECOND 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 lease real property pursuant to 65 ILCS 5/11-76.1-1;

WHEREAS, the City previously entered into a lease of real property with the Metropolitan Water Reclamation District on June 11, 2013 for use of property for public recreation purposes and maintaining a bicycle/pedestrian trail along the Cal-Sal Channel as part of the “Cal-Sag Trail”; and

WHEREAS, the City plans to enter into the Second 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 in the Second 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 Second 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 Second Amendment to Lease in substantially similar form as attached hereto as **Exhibit “A”** concerning the property and purposes as described 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 Second 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 Second Amendment to Lease Agreement attached hereto as **Exhibit “A”**.

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

The terms and conditions of the Second 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

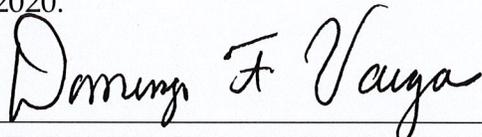
This Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

Intentionally left blank

ADOPTED this 25th day of February, 2020, pursuant to roll call as follows:

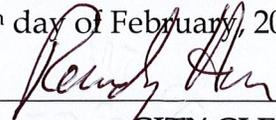
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman ALEXANDER	X				
Alderman BILOTTO	X				
Alderman CAZARES	X				
Alderman RITA	X				
Alderman DONAHUE			X		
Alderman HAWLEY	X				
Alderman FAHRENWALD	X				
Alderman MECH			X		
Alderman HILL	X				
Alderman CANTELO-ZYLMAN	X				
Alderman CARR	X				
Alderman SLATTERY			X		
Alderman KLINKER	X				
Mayor DOMINGO F. VARGAS					
TOTAL	11		3		

APPROVED: this 25th day of February, 2020.



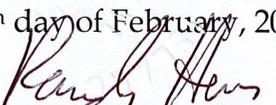
**MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this
25th day of February, 2020.



CITY CLERK

PUBLISHED in pamphlet form this
25th day of February, 2020.



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 **February 25, 2020** the Corporate Authorities of such municipality passed and approved Ordinance No. **2020-006**

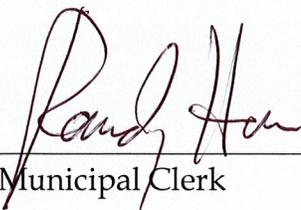
Entitled: **AN ORDINANCE APPROVING AND AUTHORIZING THE SECOND AMENDMENT TO LEASE AGREEMENT DATED JUNE 11, 2013 BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE CITY OF BLUE ISLAND.**

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

The pamphlet form of Ordinance No. **2020-006** including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance posted in the municipal building commencing on **February 25, 2020** 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 **February, 2020**.

(SEAL)



Municipal Clerk

EXHIBIT "A"

**SECOND 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
1/9/2020

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

This Second Amendment to Lease Agreement is made this 9th day of January, 2020, 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 a separate lease dated September 6, 1990, 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, on June 20, 2019, the District and Lessee entered into that certain First Amendment to Lease Agreement ("First Amendment") whereby the Lease was amended to: (1) expand Lessee's leasehold to include the SEPA 3 Site and 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 First Amendment does not include leasing the District's pump building, aeration pools and system located on the SEPA 3 Site, which continue to remain under the District's exclusive possession and control;

WHEREAS, Lessee has requested to amend the Lease to surrender two portions of its leasehold comprising 1.27± acres on Cal-Sag Channel Parcel 15.04 and 12.61± acres on Cal-Sag Channel Parcel 14.02 respectively, thereby reducing the leased acreage from 150± acres to 136.12± acres;

WHEREAS, Lessee has requested to surrender the 1.27± acre portion of its leasehold so that the District can commence statutory leasing procedures for a new 5-year lease on that section of the site;

WHEREAS, the 1.27± acres are located south of the Cal-Sag Channel between Chatham Street and Division Street and comprise a portion of Cal-Sag Channel Parcel 15.04;

WHEREAS, Lessee has requested to surrender the 12.61± acre portion of its leasehold because the site is needed by the District for corporate purposes as part of the Flood Control Project on Midlothian Creek in the Village of Robbins;

WHEREAS, the 12.61± acres are located south of the Cal-Sag Channel between Kedzie Avenue and Francisco Avenue and comprise all of Cal-Sag Channel Parcel 14.02, which will be used as the outfall of a diversion channel from Midlothian Creek; 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 January 9, 2020, 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), 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 entitled "Demised Premises" and Paragraph 2 of the First Amendment, which deleted and replaced Article 1.01 of the Lease in its entirety, are hereby deleted in their 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 Second 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:

136.12± 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, 14.04, 14.05, 14.06, 14.07,

14.08, 14.09, 14.11, 14.13, 15.03, 15.04 (except the subject surrendered 1.27± acres), 15.05, 15.06, 15.07, 15.09, 15.10, 15.11 (SEPA 3 Site), and 16.03 (“Demised Premises”).

No later than December 20, 2020, 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 Second Amendment to Lease Agreement.

An aerial photograph generally depicting the boundaries of the Demised Premises is attached to this Second 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 Second Amendment to Lease Agreement as Exhibit “D”.

3. In all other respects, all terms, conditions, covenants, paragraphs and agreements of the Lease and First Amendment 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 Second 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: _____

Title: _____

ATTESTED:

By: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County,
(Name)
in the State aforesaid, DO HEREBY CERTIFY that _____,
(Name - Signatory)
personally known to me to be the _____
(Title)
of _____, a municipal corporation, and
(Municipality),
_____, personally known to me to be the
(Name of Attestor)
_____ 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 _____ day of _____, A.D. 2020.

Notary Public

My Commission expires:

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. 2020.

Notary Public

My Commission expires:

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee _____

Insurance _____

Bond _____