

**NOTICE OF CALL**  
**FOR SPECIAL MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF BLUE ISLAND, ILLINOIS**

NOTICE, pursuant to Section 30.03 of the Code of Blue Island, Illinois as well as 65 ILCS 3.1-40-25, a special meeting of the City Council of the City of Blue Island, Illinois is hereby called for May 28, 2019 at 6:30 p.m. at 2434 Vermont Street, Blue Island, Illinois 60406 for potential action in relation to:

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AMENDING SECTION 30.16 OF THE CODE OF BLUE ISLAND, ILLINOIS REGARDING MEMBERSHIP OF STANDING COMMITTEES;**

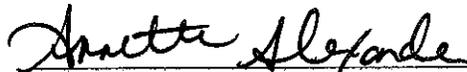
**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, APPOINTING MEMBERS AND CHAIRPERSONS OF THE CITY COUNCIL'S STANDING COMMITTEES;**

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AMENDING CHAPTERS 30 AND 31 OF THE CODE OF BLUE ISLAND, ILLINOIS; and**

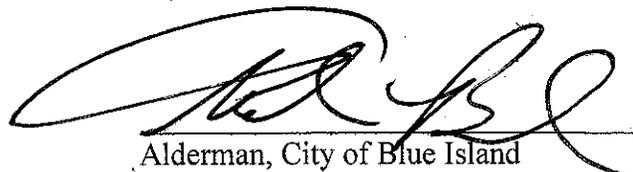
**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, RETAINING A LEGISLATIVE COUNSEL AND APPROVING A RETENTION AGREEMENT REGARDING THE SAME.**

The agenda for the May 28, 2019 Special Meeting of the City Council of the City of Blue Island is attached hereto for public review. Thank you.

Dated: May 22, 2019.

  
Alderman, City of Blue Island

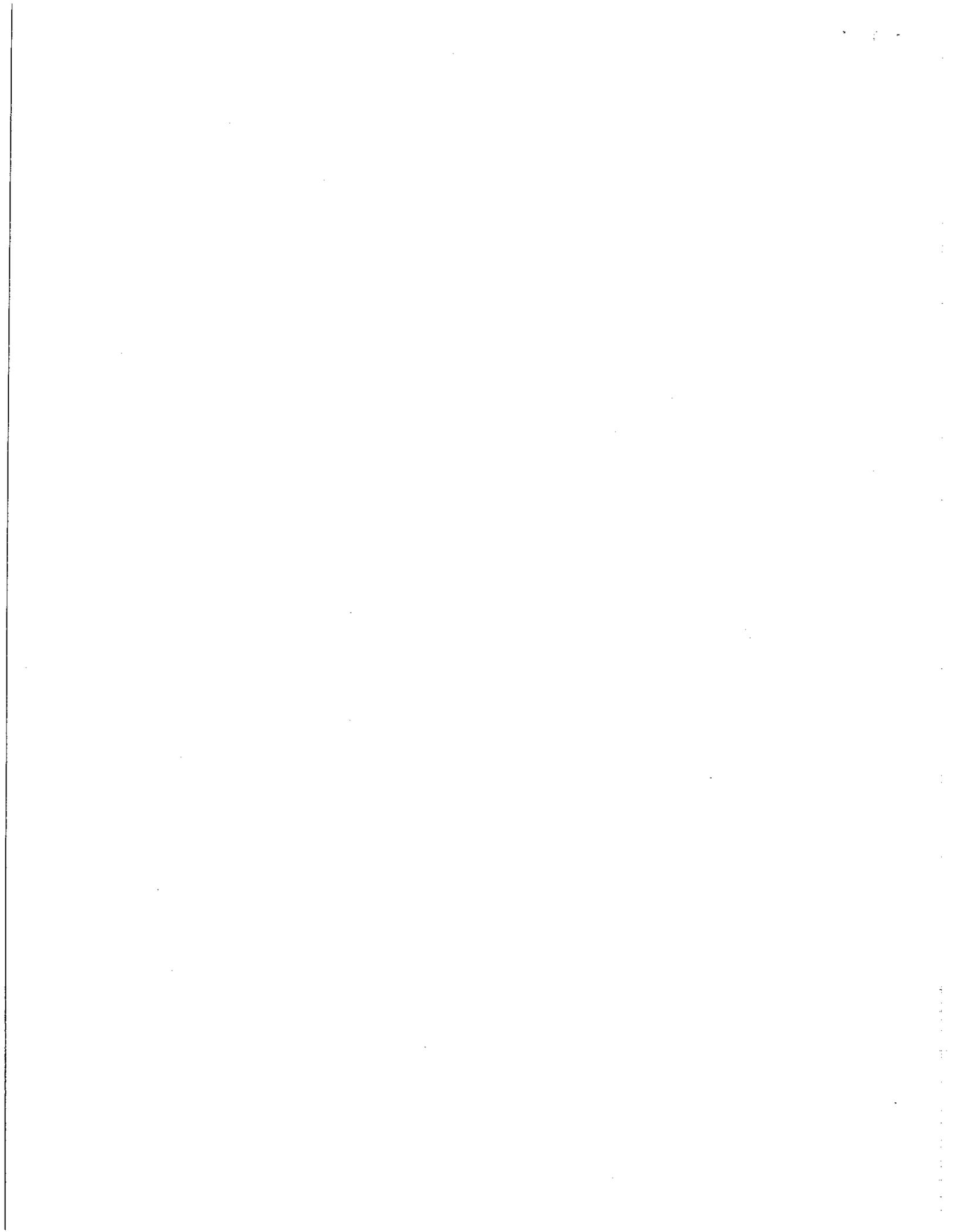
  
Alderman, City of Blue Island

  
Alderman, City of Blue Island



**AGENDA**  
**SPECIAL MEETING**  
City Council of the City of Blue Island, Illinois  
2434 Vermont Street  
May 28, 2019 – 6:30 P.M.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Comment**
5. **City Council Reports/Action Items**
  - a. AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AMENDING CHAPTER 30 OF THE CODE OF BLUE ISLAND, ILLINOIS.
  - b. A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, APPOINTING MEMBERS AND CHAIRPERSONS OF THE CITY COUNCIL'S STANDING COMMITTEES.
  - c. AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AMENDING CHAPTERS 30 AND 31 OF THE CODE OF BLUE ISLAND, ILLINOIS.
  - d. A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, RETAINING A LEGISLATIVE COUNSEL AND APPROVING A RETENTION AGREEMENT REGARDING THE SAME.
6. **Motion for Adjournment**



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

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**ORDINANCE  
NUMBER 2019-015**

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**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK  
COUNTY, ILLINOIS, AMENDING SECTION 30.16 OF THE  
CODE OF BLUE ISLAND, ILLINOIS REGARDING  
MEMBERSHIP OF STANDING COMMITTEES**

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**DOMINGO F. VARGAS, Mayor  
RANDY HEUSER, City Clerk**

**DEXTER JOHNSON  
WILLIAM CAZARES  
NANCY RITA  
TOM HAWLEY  
JOHNNY RINGO HILL  
CANDACE CARR  
ALECIA SLATTERY**

**ANNETTE ALEXANDER  
FRED BILOTTO  
KEVIN DONAHUE  
BILL FAHRENWALD  
MIKE MECH  
RAEANN CANTELO-ZYLMAN  
JIM KLINKER**

**Aldermen**

ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,  
AMENDING SECTION 30.16 OF THE CODE OF BLUE ISLAND, ILLINOIS  
REGARDING MEMBERSHIP OF STANDING COMMITTEES

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**WHEREAS**, the City of Blue Island, Cook County, Illinois (the "City") is a duly organized and existing city created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, the Mayor and the City Council (the "Corporate Authorities") are committed to ensuring the effective administration of government; and

**WHEREAS**, the Corporate Authorities may from time to time amend the text of the Code of Blue Island, Illinois when it is determined to be in the best interests of the City and the residents of the City; and

**WHEREAS**, the committees of a municipality's governing authority are sanctioned by custom and usage; and

**WHEREAS**, such committees are mere agencies or instrumentalities of the governing authority; and

**WHEREAS**, the City Council of the City may invest itself with, and divest the Mayor of, the authority to appoint Standing Committees of the City Council, *Partney v. Dallas*, 111 Ill.App.2d 261, 265 (5th Dist. 1969).

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

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** It is in the best interests of the City of Blue Island for the City Council to appoint its members of the City's Standing Committees.

**Section 3.** Accordingly, Section 30.16 ("*Membership in Committees*") of Chapter 30 ("*City Council*") of Title III ("*Administration*") of the Code of Blue Island, Illinois is hereby amended by deleting the stricken language and adding the underlined language as follows:

**§ 30.16 MEMBERSHIP IN COMMITTEES.**

(A) All standing committees shall consist of at least five members of the City Council, except that, the Community Development and ~~Human Services~~ Public Health and Safety Committees shall consist of seven members.

(B) The ~~Mayor of the city~~ City Council shall, by majority vote, appoint the committee chairpersons and all committee members ~~with the advice and consent of the City Council~~.

(C) Each committee member shall be notified in writing of the committee or committees on which he or she is to serve, and shall continue to serve on such committee or committees until notified in writing to the contrary.

**Section 4.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 5.** All ordinances, resolutions, motions or orders in conflict with this Ordinance (including, but not limited to, Ord. 11-128, passed 4-12-2011) are hereby repealed to the extent of such conflict.

**Section 6.** This Ordinance shall be in full force and effect immediately upon its passage, as a matter of urgency, to preserve and protect the health, safety, and welfare of the City and its residents pursuant to 65 ILCS 5/1-2-4.

*(Intentionally Left Blank)*

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on \_\_\_\_\_, 2019.

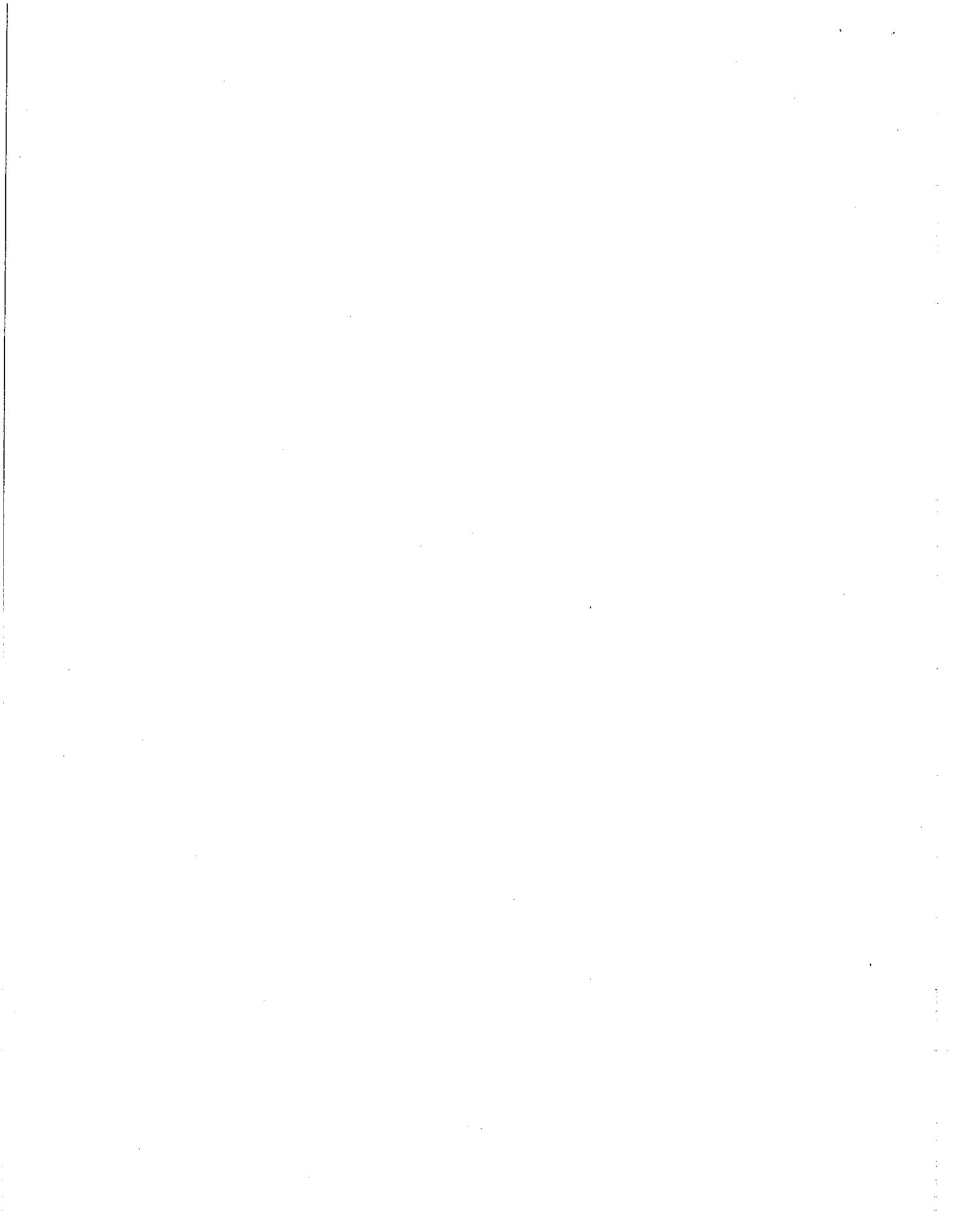
\_\_\_\_\_  
**DOMINGO F. VARGAS**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this  
 \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**RANDY HEUSER, CITY CLERK**

PUBLISHED in pamphlet form this  
 \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**RANDY HEUSER, CITY CLERK**



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

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**RESOLUTION  
NUMBER 2019-013**

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**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK  
COUNTY, ILLINOIS, APPOINTING MEMBERS AND  
CHAIRPERSONS OF THE CITY COUNCIL'S STANDING  
COMMITTEES**

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**DOMINGO F. VARGAS, Mayor  
RANDY HEUSER, City Clerk**

**DEXTER JOHNSON  
WILLIAM CAZARES  
NANCY RITA  
TOM HAWLEY  
JOHNNY RINGO HILL  
CANDACE CARR  
ALECIA SLATTERY**

**ANNETTE ALEXANDER  
FRED BILOTTO  
KEVIN DONAHUE  
BILL FAHRENWALD  
MIKE MECH  
RAEANN CANTELO-ZYLMAN  
JIM KLINKER**

**Aldermen**

RESOLUTION NUMBER \_\_\_\_\_

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,  
APPOINTING MEMBERS AND CHAIRPERSONS OF THE CITY COUNCIL'S  
STANDING COMMITTEES**

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**WHEREAS**, the City of Blue Island, Cook County, Illinois (the "*City*") is a duly organized and existing city created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, the Mayor and City Council of the City (the "*Corporate Authorities*") have determined that the appointment of certain members and chairpersons to serve on various standing committees of the City Council is in the best interest of the City in order to protect the health, safety and welfare of its residents.

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

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** That pursuant to Section 30.16 of the Code of Blue Island, Illinois, the City Council hereby appoints the Aldermen to the Standing Committees as described and depicted in Exhibit A, which is attached hereto and made a part hereof; and that the Corporate Authorities hereby find and determine that the foregoing appointments conform in all respects with Illinois law.

**Section 3.** The officials, officers, and employees of the City shall take all action necessary or reasonably required to carry out, give effect to and consummate this Resolution and

shall take all action necessary in conformity therewith. The officials, officers, and employees of the City are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this Resolution.

**Section 4.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 5.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 6.** This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

*[Left intentionally blank]*

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on \_\_\_\_\_, 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  
 \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**RANDY HEUSER, CITY CLERK**

PUBLISHED in pamphlet form this  
 \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**RANDY HEUSER, CITY CLERK**

**Exhibit A**

**Committee Assignments 2019-2021**

**Finance**

Kevin Donahue – Chairman  
Dexter Johnson  
Fred Bilotto  
Jim Klinker  
Annette Alexander

**Community Development**

Fred Bilotto – Chairman  
Tom Hawley  
Raeann Cantelo-Zylman  
William Cazares  
Annette Alexander  
Mike Mech  
Dexter Johnson

**Municipal Services**

Candace Carr – Chairman  
Bill Fahrenwald  
Nancy Rita  
Mike Mech  
Alecia Slattery

**Public Health and Safety**

Alecia Slattery – Chairman  
Dexter Johnson  
Jim Klinker  
William Cazares  
Candace Carr  
Bill Fahrenwald  
Johnny Hill

**Judiciary**

Nancy Rita – Chairman  
Tom Hawley  
Kevin Donahue  
Raeann Cantelo-Zylman  
Johnny Hill



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

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**ORDINANCE  
NUMBER 2019-016**

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**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK  
COUNTY, ILLINOIS, AMENDING CHAPTERS 30 AND 31 OF  
THE CODE OF BLUE ISLAND, ILLINOIS**

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**DOMINGO F. VARGAS, Mayor  
RANDY HEUSER, City Clerk**

**DEXTER JOHNSON  
WILLIAM CAZARES  
NANCY RITA  
TOM HAWLEY  
JOHNNY RINGO HILL  
CANDACE CARR  
ALECIA SLATTERY**

**ANNETTE ALEXANDER  
FRED BILOTTO  
KEVIN DONAHUE  
BILL FAHRENWALD  
MIKE MECH  
RAEANN CANTELO-ZYLMAN  
JIM KLINKER**

**Aldermen**

ORDINANCE NUMBER \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,  
AMENDING CHAPTERS 30 AND 31 OF THE CODE OF BLUE ISLAND, ILLINOIS**

---

**WHEREAS**, the City of Blue Island, Cook County, Illinois (the "*City*") is a duly organized and existing city created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, the Mayor and the City Council (the "*Corporate Authorities*") are committed to ensuring the effective administration of government; and

**WHEREAS**, the Corporate Authorities may from time to time amend the text of the Code of Blue Island, Illinois when it is determined to be in the best interests of the City and the residents of the City; and

**WHEREAS**, the Aldermen of the City Council (the "*Aldermen*") may, from time to time, have divergent views and perspectives on issues coming before the City Council due to philosophical and policy making differences from that of the Mayor; and

**WHEREAS**, the City currently employs a City Attorney, who was temporarily appointed by and serves at the discretion of the Mayor; and

**WHEREAS**, the Aldermen may, from time to time, choose not to seek legal counsel from the City Attorney; and

**WHEREAS**, the Aldermen may wish to seek independent legal counsel in the exercise of their legislative duties; and

**WHEREAS**, it is in the best interests of the City of Blue Island for the City Council to retain legislative counsel to independently advise the Aldermen on matters relating to their legislative duties which may include, but are not limited to, the drafting of ordinances, resolutions, motions, contract documents, opinions on the powers of the legislative branch, analysis of the validity of actions taken or proposed by the City, review of litigation issues and providing other advice on matters within the purview of the legislative branch of municipal government.

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

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** Chapter 30 ("*City Council*") of Title III ("*Administration*") of the Code of Blue Island, Illinois is hereby amended by adding the underlined language as follows:

**§ 30.06 LEGISLATIVE COUNSEL.**

(A) It is in the best interests of the city for the Aldermen to retain legislative counsel to independently advise Aldermen on matters relating to their legislative duties which may include, but not be limited to, the drafting of ordinances, opinions on the powers of the legislative branch, analyses of the validity of actions taken by the city, review of litigation issues, representation of the corporate authorities regarding legislative matters in litigation, and providing other advice on matters within the purview of the legislative branch of municipal government.

(B) Aldermen shall each be authorized to seek legal counsel regarding any matters within the range of items specified in subsection A of this section.

(C) The legislative counsel shall be retained as an independent contractor at a rate authorized by the City Council for a term in excess of one year but not exceeding the term of the then-current

Mayor. No department or office of legislative counsel is hereby created. The legislative counsel shall not replace or usurp the powers of the City Attorney.

**Section 3.** Section 31.02 (“*City Attorney*”) of Chapter 31 (“*City Officials*”) of Title III (“*Administration*”) of the Code of Blue Island, Illinois is hereby amended by deleting the stricken language and adding the underlined language as follows:

**§ 31.02 CITY ATTORNEY.**

(A) Except as provided otherwise in Chapter 30, ~~the~~ City Attorney shall conduct all the law business of the city and shall keep in proper books a register of all actions in court prosecuted or defended by the Attorney; such books shall at all times be open to the inspection of the Mayor or any member of the City Council.

(B) The City Attorney may ~~shall~~ draft ordinances as may be required of the Attorney by the City Council or by any committee thereof.

...

**Section 4.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 5.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 6.** This Ordinance shall be in full force and effect immediately upon its passage, as a matter of urgency, to preserve and protect the health, safety, and welfare of the City and its residents pursuant to 65 ILCS 5/1-2-4.

*(Intentionally Left Blank)*

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on \_\_\_\_\_, 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  
 \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**RANDY HEUSER, CITY CLERK**

PUBLISHED in pamphlet form this  
 \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**RANDY HEUSER, CITY CLERK**



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

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**RESOLUTION  
NUMBER 2019-014**

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**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK  
COUNTY, ILLINOIS, RETAINING A LEGISLATIVE COUNSEL  
AND APPROVING A RETENTION AGREEMENT REGARDING  
THE SAME**

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**DOMINGO F. VARGAS, Mayor  
RANDY HEUSER, City Clerk**

**DEXTER JOHNSON  
WILLIAM CAZARES  
NANCY RITA  
TOM HAWLEY  
JOHNNY RINGO HILL  
CANDACE CARR  
ALECIA SLATTERY**

**ANNETTE ALEXANDER  
FRED BILOTTO  
KEVIN DONAHUE  
BILL FAHRENWALD  
MIKE MECH  
RAEANN CANTELO-ZYLMAN  
JIM KLINKER**

**Aldermen**

RESOLUTION NUMBER \_\_\_\_\_

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,  
RETAINING A LEGISLATIVE COUNSEL AND APPROVING A RETENTION  
AGREEMENT REGARDING THE SAME**

---

**WHEREAS**, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing city created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, the Mayor and City Council of the City (the “*Corporate Authorities*”) have determined that the appointment of a legislative counsel is in the best interest of the City in order to protect the health, safety and welfare of its residents.

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

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** That the City Council hereby retains Montana & Welch, LLC as legislative counsel pursuant to Section 30.06 of the Code of Blue Island, Illinois; and that the Corporate Authorities hereby find and determine that the foregoing appointment conforms in all respects with Illinois law.

**Section 3.** That the retention agreement (the “*Agreement*”) between the City and Montana & Welch, LLC, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby authorized and approved.

**Section 4.** The officials, officers, and employees of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 5.** Any legal fees incurred pursuant to the Agreement shall be paid from the City's General Fund from funds appropriated to Legal Fees, or such other line-item as the City Council deems appropriate.

**Section 6.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 7.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 8.** This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

*[Left intentionally blank]*

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>	<b>ABSTAIN</b>
Alderman Alexander					
Alderman Johnson					
Alderman Cazares					
Alderman Bilotto					
Alderman Rita					
Alderman Donahue					
Alderman Fahrenwald					
Alderman Hawley					
Alderman Ringo Hill					
Alderman Mech					
Alderman Carr					
Alderman Cantelo-Zylman					
Alderman Slattery					
Alderman Klinker					
Mayor Vargas					
<b>TOTAL</b>					

**APPROVED** by the Mayor on \_\_\_\_\_, 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  
 \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**RANDY HEUSER, CITY CLERK**

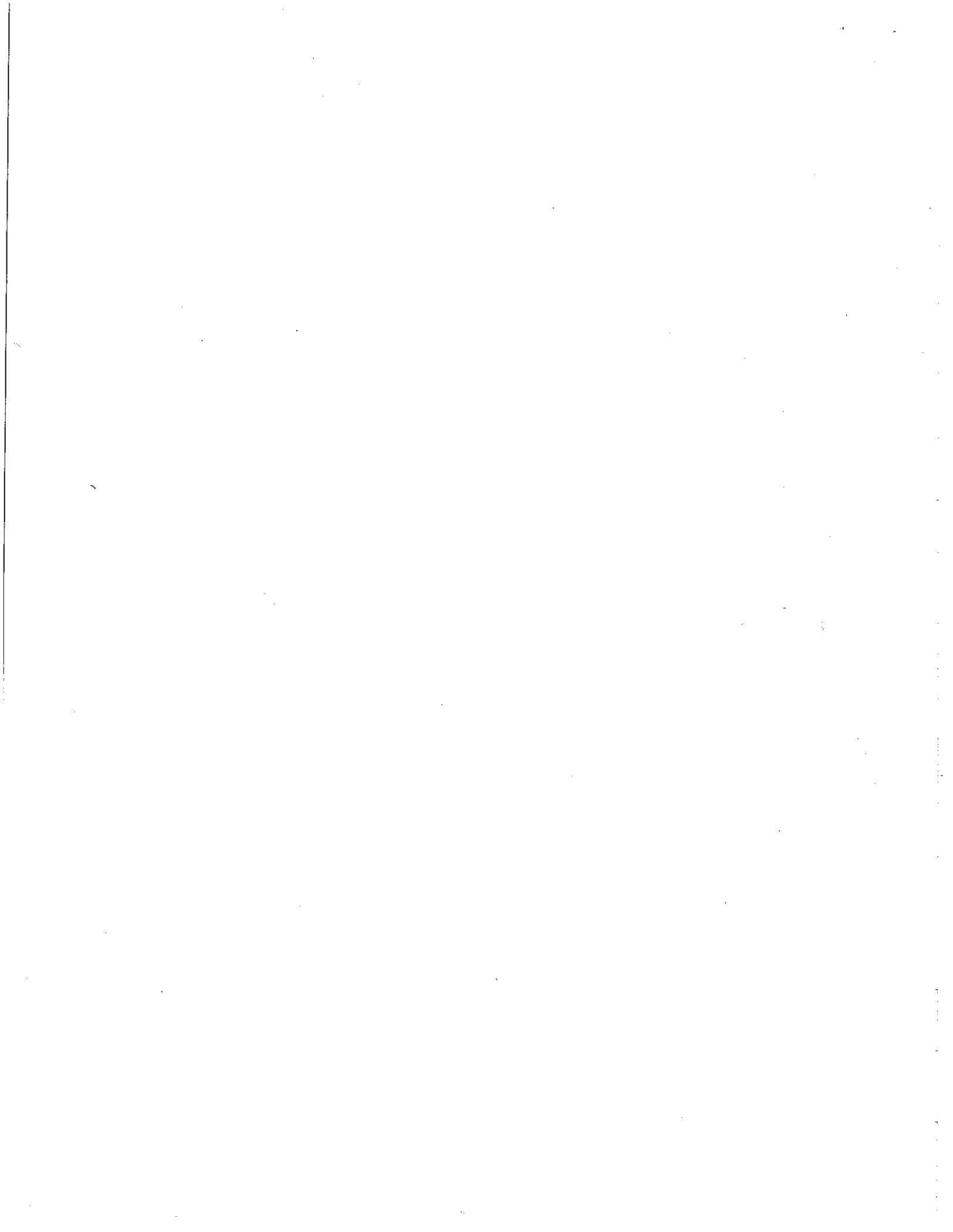
**PUBLISHED** in pamphlet form this  
 \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**RANDY HEUSER, CITY CLERK**

**Exhibit A**

**Retainer Agreement**

(see attached)



# Montana & Welch, LLC

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11950 South Harlem Avenue  
Suite 102  
Palos Heights, Illinois 60463  
(708) 448-7005  
(708) 448-7007 Fax

May 23, 2019

*Via Electronic Email*

City Council of the  
City of Blue Island  
13051 Greenwood Avenue  
Blue Island, Illinois 60406

**RE: *Legislative Counsel Legal Services  
Attorney for the City of Blue Island***

Dear Aldermen:

This letter will confirm that Montana & Welch, LLC ("*M&W*"), will represent the City Council of the City of Blue Island (the "*Blue Island*"), in connection with the services set forth below, and under the following terms and conditions:

1. Services. Our representation will include such legislative counsel services to the aldermen of Blue Island.
2. Fees and Charges. Our services for these matters will be charged at the hourly rates set forth below, together with out-of-pocket costs and disbursements.
  - (a) Fees. Our time will be billed at the hourly rate of \$185.00/hour. We may assign any lawyer or legal assistant within the firm to handle certain tasks, as we deem appropriate.
  - (b) Reimbursement Costs. If applicable, costs and disbursements will be billed to you at our actual cost, and may include court fees, court reporter and transcription costs, messenger, special mail or overnight delivery services, outside duplication costs and computerized legal research fees.
  - (c) Invoices. Detailed invoices will be submitted monthly. We will provide further substantiation of fees and charges as may be required from time to time. Our invoices are due and payable within thirty (30) days of the date of the invoice. Your failure to timely pay all invoices submitted constitutes good cause for us to withdraw from this representation.

# Montana & Welch, LLC

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Page 2  
May 23, 2019

3. Discharge and Withdrawal. The City Council of the City of Blue Island may discharge M&W as counsel at any time for any reason with or without good cause; and we may withdraw with your consent or for good cause. Good cause includes your breach of this agreement, your refusal to cooperate with us in our representation or to follow our advice on a material matter (it being understood that nothing herein contained either expressly or implicitly obligates you to follow our advice), or any fact or circumstance that would render our continuing representation unlawful or unethical. When our services conclude, all unpaid fees and charges must be paid promptly. After our services conclude and upon payment of all unpaid fees and charges, we will, upon your request, deliver any of your documents or property in our possession, to you or as you direct in writing.
4. Disclaimer of Guaranty. Nothing in this agreement and nothing in our statements should be construed as a promise or guaranty about the outcome of any legal matter. We make no such promises or guaranties.
5. Limitation and Control of Services. It is understood that the services we will render hereunder are at your express authorization and direction. It is anticipated that such authorization and direction will be given orally or written by you.

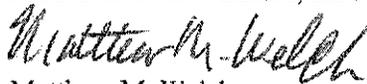
If the foregoing correctly sets forth the understanding between the aldermen of Blue Island and M&W, please execute the enclosed copy of this letter as indicated and return it to us as soon as possible.

Please be aware that this letter is intended to create a legally binding agreement pursuant to Illinois law.

We look forward to working with you.

Very truly yours,

MONTANA & WELCH, LLC



Matthew M. Welch

The City of Blue Island understands and agrees to the terms of this Engagement Letter for Legal Services.

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

Date: \_\_\_\_\_

## TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following is an explanation of the basis on which Montana & Welch, LLC ("*Firm*") bills for its services and the expenses and advances incurred on behalf of its clients, and details various practices and policies of the Firm which govern the relationship between the Firm and its clients. Unless modified in writing by mutual agreement, these terms will be an integral part of the agreement between the parties. Please review these Terms of Engagement for Legal Services ("*Terms*") carefully and contact us promptly if you have any questions.

### **BILLING ARRANGEMENTS, FEES AND TERMS OF PAYMENT**

The Firm shall submit invoices to our clients monthly during our engagement. This procedure ensures our clients have a current understanding of our charges and can budget legal expenses. Invoices are influenced by the amount of time expended and the current hourly billing rates of the lawyers involved in the matter. Each invoice is ordinarily reviewed by the attorney who has primary billing responsibility for that particular client prior to its submission to the client for payment. The attorney reviews the time recorded to the client's account since the last billing.

The Firm will keep accurate records of the time devoted to the particular matter, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, and other related matters. Firm time is recorded in units of one quarter of an hour. The hourly billing rates of attorneys and paralegals/law clerks in the Firm are as follows: attorney rate of \$185.00 per hour; and paralegal rate of \$95.00 and law clerk rate of \$60.00 per hour.

Clients are also billed for direct expenses incurred in connection with handling their matters, such as special mail services, messenger and overnight delivery services; for advances incurred on behalf of a client such as filing fees, court reporters, arbitrators consulting fees, and printing, computerized legal research and travel expenses. Where significant expenses are involved, the Firm may request that the client pay the cost directly.

The Firm is often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever requested, we will furnish such an estimate based upon the Firm's professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost may be more than the amount estimated.

Payment of invoices shall be paid within thirty (30) days of the date of the invoice, as delayed payment adds to the Firm's overall costs of providing services. In addition, the Firm reserves the

right to discontinue performance and to withdraw as your attorneys, regardless of the status of any matter in which we are involved and subject to only our ethical obligations, if any invoice remains unpaid for more than ninety (90) days after the date of the invoice.

## **PROVISION OF LEGAL SERVICES**

The retention of a lawyer does not insure that the desired outcome will be achieved. The Firm cannot guarantee the results of its services. Rather, the Firm will at all times act on your behalf to the best of our availability, and will provide competent representation to its clients. Competent representation requires the legal knowledge, skill, thoroughness and preparation necessary to handle the client's matters. Any expressions on our part regarding the outcome of legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

## **CLIENT RESPONSIBILITIES**

The Firm expects the client to be actively involved with the matters we are handling for them, to participate in meetings and to provide whatever information and cooperation may be necessary. We also expect that the information the Firm receives from the client will be accurate and complete. If a client does not cooperate with the Firm or provides the Firm with information which is incomplete or inaccurate, the Firm reserves the right to withdraw as attorneys for the client.

## **TERMINATION**

Client may terminate our representation at any time, with or without cause, by notifying the Firm. Client termination of Firm services will not affect its responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

The Firm is subject to the rules of professional responsibility for the jurisdiction in which the Firm practices, which list several types of conduct or circumstances that require or allow the Firm to withdraw from representing a client, including for example nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflicts of interest with another client. The Firm tries to identify in advance and discuss with our clients any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, the Firm shall provide written notice to client of such withdrawal.

Except for original corporate records or any records or files which we receive from you or third parties with the understanding that they belong to you, it is agreed that all of our files, copies of documents, correspondence or other materials which we may accumulate in connection with our representation of you shall be the property of Montana & Welch, LLC. You may have copies at any time during our representation of you. Upon termination of the engagement and upon request, the Firm will return your property to you within thirty (30) days of such termination. However, it is specifically agreed that we have the right to dispose of our files at such time as we determine that such files no longer need to be retained. After disposal, these materials will no longer be available.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions as well as any additional terms and conditions set forth in the accompanying engagement letter. If any term contained herein is unacceptable to you, please advise the Firm now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Please indicate your receipt of the Terms and your approval of the terms herein by signing this document where indicated below and returning a copy to the Firm by email to [mwelch@montanawelch.com](mailto:mwelch@montanawelch.com). Please retain a copy for your records.

Respectfully,

MONTANA & WELCH, LLC

  
Matthew M. Welch

Terms for Engagement of Legal Services APPROVED and ACCEPTED:

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

