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

**RESOLUTION
NUMBER 2016-045**

**A RESOLUTION AUTHOTIZING EXECUTION OF
AGREEMENT WITH ANCEL, GLINK, DIAMOND, BUSH,
DICIANNI & KRAFTHEFER, P.C. FOR LEGAL
SERVICES RELATED TO ABANDONMENT,
DEMOLITION AND BLIGHT REDUCTION FOR THE
CITY OF BLUE ISLAND**

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

1st Ward	TOM HAWLEY	GEORGE POULOS
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	CANDACE CARR	ALECIA SLATTERY
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. 2016-045

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH ANCEL, GLINK, DIAMOND, BUSH, DICIANNI & KRAFTHEFER, P.C. FOR LEGAL SERVICES RELATED TO ABANDONMENT, DEMOLITION AND BLIGHT REDUCTION FOR THE CITY OF BLUE ISLAND.

WHEREAS, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the city plans to enter into an agreement with Ancel, Glink, Diamond, Bush, Dicianni & Krafthefer, P.C. (“Ancel Glink”) for legal services related to abandonment, demolition and blight reduction for the City of Blue Island; and

WHEREAS, the appropriate city officials have considered and reviewed the agreement attached as Exhibit A and find the same to be in the best interests of the City;

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

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and condition as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENT

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. 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 Resolution.

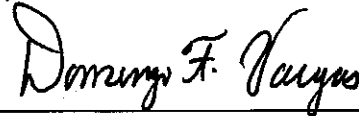
SECTION 3: EFFECTIVE DATE

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

ADOPTED this 13th day of December, 2016, pursuant to a roll call vote as follows:

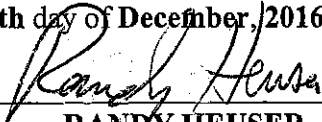
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita			X		
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto			X		
Alderman Thompson			X		
Alderman Johanson	X				
Mayor Vargas					
TOTAL	11		3		

APPROVED by the Mayor on December 13, 2016.



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

ATTESTED and Filed in my office this
 13th day of December, 2016.



RANDY HEUSER
CITY CLERK



DIAMOND BUSH
DiCIANNI
& KRAFTHEFER

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(P) 312.604.9164
(F) 312.782.0943

July 1, 2016

Mayor Domingo F. Vargas
13051 Greenwood Avenue
Blue Island, IL 60406

Re: *Legal Services Related to Abandonment, Demolition and Blight Reduction*

Dear Mayor Vargas:

Thank you for considering Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C. ("*Ancel Glink*") to provide legal services in relation to developing and implementing legal strategies to address abandonment and blighted structures within the City of Blue Island. Before we initiate our working on the matter, it is first necessary that we have a clear understanding of our relationship, as set forth below in this engagement letter.

1. Client; Scope of Representation. Our client in this matter will be City of Blue Island ("*the City*"). The scope of our engagement will be to represent the City relative to the development and implementation of legal strategies to address abandoned and blighted structures in the City ("*the Work*"). The City may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by both parties. Our primary contact on the Work shall be Jason Berry.

2. Term of Engagement. Either Party may terminate the engagement at any time for any reason by written notice, subject on Ancel Glink's part to applicable rules of professional responsibility. Following such termination, any otherwise non-public information the City has supplied to the firm which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, the City wishes to have any documents delivered to its offices, please advise us. Otherwise, all such documents will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us, absent contrary instructions from you.

3. Fees and Expenses. Our fees are determined based on time spent providing services to the City by our professional staff. Brent O. Denzin will be the primary attorney assigned to perform legal services for the Work, with assistance from Ancel

ANCEL, GLINK, DIAMOND, BUSH, DICIANNI & KRAFTHOFER, P.C.

City of Blue Island

July 1, 2016

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Glink attorneys and paralegals with expertise in the area. All legal services are billed at the rate of \$ 210 per hour for attorneys and \$115 per hour for paralegals.

For actions related to abandonment, pursuant to 65 ILCS 5/11-31-1(d), Ancel Glink will extend the option of a flat legal fee of \$2,500.00 per property petition.

Any expenses, disbursements and other charges incurred as part of our services will be billed to the City in addition to our charges for professional services. We will, of course, consult with our City contacts prior to incurring such anticipated expenses.

Our billing invoices are prepared monthly, and payment is due within thirty (30) days of the date of statement. All of our time is fully itemized and documented. Each monthly bill for services includes the initials of the individual performing the assigned task, the date on which the work was performed, a detailed description of the work and the amount of time spent completing the assignment.

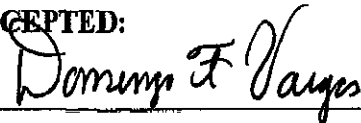
We are pleased to have this opportunity to be of service to you. If you are in agreement with the above, please sign the enclosed copy of this letter in the space provided below and return it to the undersigned. If you have any questions about these provisions, please do not hesitate to call Brent O. Denzin.

Sincerely,

ANCEL GLINK DIAMOND BUSH
DICIANNI & KRAFTHOFER, P.C.



ACCEPTED:



By: DOMINGO VARGAS, MAYOR

Date: DECEMBER 13, 2016

ANCEL, GLINK, DIAMOND, BUSH, DICIANNI & KRAFTHOFER, P.C.

City of Blue Island

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4824-9046-6356, v. 1



Letter of Engagement with Ancel Glink 11/17/2016

I. Introduction and Purpose

Ancel Glink is an Illinois local law firm, representing the South Suburban Land Bank and Development Authority (SSLBDA) and the South Suburban Mayors and Managers Revolving Loan Fund, along with serving local governments directly. Staff has requested a Letter of Engagement from Ancel Glink to assist with legal remedies to address abandoned buildings.

II. Discussion/Highlights

Ancel Glink will provide legal services to research and file Notice of Abandonment (NOA) and Fast Track Demolition (FTD) claims on behalf of the City of Blue Island.

In 2016, Blue Island has boarded over 20 properties and provided regular grass cutting to over 90 properties. These property maintenance activities are costly and only provide immediate relief. Through NOA and FTD, the City can definitively address the impact of abandoned properties on our neighborhoods.

NOA allows the City to acquire a judicial deed to the property, provided i) it has 2 years of tax delinquency or unpaid water bills; ii) that the building is vacant, and: iii) is dangerous, as determined by the Building Official. FTD provides a 30-day notice to an owner to address property conditions; failure to do so permits the City to demolish the structure.

As a member of the SSBLDA, the City will work with the Land Bank to list properties suitable for rehab for sale to prospective owner-occupants. For demolition, the City will work with Cook County Sheriff Dept's RENEW program, which offers low-cost demolition services.

Ancel Glink offers a flat legal fee of \$2,500 per property, which includes tract searches, notices and filing. Court costs are typically an additional \$1,200 per property.

III. Conclusion and Recommendation

Authorize LOE for Notice of Abandonment and Fast Track Demolition legal services.

Staff contact: Jason Berry, ACIP, Deputy Director of Community Development
Email: jberry@cityofblueisland.org