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

**ORDINANCE
NUMBER 2021-007**

**AN ORDINANCE AUTHORIZING LEASING OF CERTAIN PUBLIC
PROPERTY WITHIN THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS, FOR USE BY THE BLUE ISLAND PARK
DISTRICT FOR AN ORGANIZED YOUTH BASEBALL PROGRAM.**

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

**DEXTER JOHNSON
FRED BILOTTO
NANCY RITA
TOM HAWLEY
MICHAEL MECH
CANDACE CARR
JAMES KLINKER**

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

Aldermen

ORDINANCE NO. 2021-007

**AN ORDINANCE AUTHORIZING LEASING OF CERTAIN PUBLIC
PROPERTY WITHIN THE CITY OF BLUE ISLAND, COOK COUNTY,
ILLINOIS, FOR USE BY THE BLUE ISLAND PARK DISTRICT
FOR AN ORGANIZED YOUTH BASEBALL PROGRAM**

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;

WHEREAS, there are two baseball fields owned by the City of Blue Island commonly known as Schrei Field-12727 Division Street and Peggy Rauch Field-12500 California Avenue which are appropriate for use as a youth baseball fields;

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

WHEREAS, the Blue Island Park District is partnering with the Chicago White Sox to bring organized youth baseball to Blue Island in 2021; and

WHEREAS, the Blue Island Park District has requested the use of Schrei Field and Peggy Rauch Field to implement the youth baseball program.

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

The Blue Island Park District shall be permitted use of Schrei Field located at 12727 Division Street and Peggy Rauch Field located at 12500 California Avenue beginning April 1, 2021, and ending August 31, 2021, on the days and at the times set forth in Exhibit "A" to this Ordinance. 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 April 1, 2021 and ending August 31, 2021, and the terms of which shall be memorialized by a written lease agreement executed by the Mayor or his designee and a representative of the Blue Island Park District.

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.

(Intentionally Left Blank)

ADOPTED this 23rd day of March, 2021, 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 STEVO | X | | | | |
| Alderman KLINKER | X | | | | |
| Mayor DOMINGO F. VARGAS | | | | | |
| | | | | | |
| | 12 | | 2 | | |

APPROVED: this 23rd day of March, 2021.

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 March, 2021.

Kathy Houser
CITY CLERK

PUBLISHED in pamphlet form this
23rd day of March, 2021.

Kathy Houser
CITY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 **March 23, 2021** the Corporate Authorities of such municipality passed and approved Ordinance No. **2021 - 007** Entitled:
AN ORDINANCE AUTHORIZING LEASING OF CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS.

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

The pamphlet form of Ordinance No. **2021 - 007** including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance posted in the municipal building commencing on **March 23, 2021** 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 **March, 2021**.

CORPORATE SEAL



CITY CLERK

EXHIBIT "A"
LEASE AGREEMENT FOR USE OF PUBLIC PROPERTY

This Agreement is made and entered into this _____ day of March, 2021 ("Effective Date") by and between the Blue Island Park District (the "Park District") 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 Schrei Field and Peggy Rauch Field for youth baseball and related recreational purposes:

1. **Consideration.** In consideration of this Agreement, the Park District will pay to the City the sum of One Dollar (\$1.00) in exchange for the privilege to use Schrei Field and Peggy Rauch Field for a youth baseball program and related recreational purposes.
2. **Time and Purpose of Use.** The Park District will use the baseball fields on Mondays through Fridays between the hours of 5:00 p.m. and 9:00 p.m. and on Saturdays between the hours of 10:00 a.m. and 5:00 p.m. beginning on April 1, 2021, and ending on August 31, 2021, or to such dates as extended by mutual agreement of the Park District and the City. The fields shall be used for the purpose of engaging in a youth baseball program and related recreational activities. Trading of scheduled use times with other 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 conduct of the tenants as is consistent with generally accepted standards and expectations of activities and conduct 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 Park District shall be responsible for the maintenance and upkeep of the designated area of the fields at all times. All trash must be picked up and removed from the fields and surrounding areas. If the fields or any portion thereof, during the term of this agreement, shall be damaged by the act, default, or negligence of the Park District baseball program, the Park District's agents, employees, patrons, guests, or any person admitted to or allowed to enter the premises or area by the Park District, the Park District shall pay to the City upon demand such sum as shall be necessary to restore the area to its original condition.
4. **General Use Provisions.** The Park District shall not admit to the fields a larger number of persons than can safely and freely move about the fields 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 fields, or be parked illegally. Alcohol consumption and use of controlled substances by anyone is prohibited at all times. The fields 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 Park District is responsible for the behavior of participants and patrons. The Park District shall also be responsible for removing any fixtures, furniture or equipment brought to the fields.
5. **Portable toilets or bathroom facilities.** The Park District, 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 any portable bathroom facilities which it places on City property. The Park District 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 any portable bathroom facilities placed on the property by the Park District. The Park District shall be responsible for the removal of any portable bathroom facilities upon the expiration of this Agreement. The Park District 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 Park District or its authorized patrons. The Park District shall take sole responsibility for ensuring this requirement is met. The Park District, 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 any 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 Park District agrees to obtain, and maintain, any and all necessary insurance policies to insure and indemnify the City for events identified herein and shall produce certificates of insurance in a form acceptable to the City prior to the beginning of the term of this lease.

6. **Reservations of Rights and Assignment.** The City through its authorized representatives, reserves the right to refuse the use of the fields to any person, organization, or others requesting use of the fields, 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 fields and perform any and all necessary inspections, improvements or work related to the development, cleanup and remediation of the fields and surrounding areas. This Agreement shall not be construed to include an exclusive right to the fields to prevent, prohibit or hinder the City's use of the fields. The privileges granted to the Park District under this lease may not be assigned to anyone or any other entity without the express written consent of the City.

7. **Limitation of Liability.** The Park District agrees to insure, indemnify, defend and save harmless the City from liability for any and all claims, suits, or causes of action as may arise, as occasioned by injuries or damages incurred during the time of use and occupancy of the fields. Organized groups using the fields in conjunction with the Park District are responsible for providing their own liability insurance coverage for their members, guests, and other participants. The Park District shall insure, indemnify, defend and save harmless the City, its officers, directors, agents, legal representatives and employees from all liability, suits, or causes of 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 insured, saved, defended and held harmless by the Park District 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 fields. The Park District acknowledges that the City is permitting use of the site as a courtesy to the Park District 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 insure, defend, indemnity and hold the City harmless from all claims for any such damage or injury.

8. **Insurance.** Prior to the beginning of the term of this lease, the Park District agrees to provide the City with a Certificate of Insurance in an amount and form with an endorsement acceptable to the City naming the City of Blue Island, its officers, elected officials, agents, legal representatives and employees as additional insureds.

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

Dominy F. Hayes
Mayor, City of Blue Island

3-29-21
Date

Blue Island Park District Authorized Officer

Date