

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

**RESOLUTION
NUMBER 2022-003**

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,
APPROVING THE EXECUTION OF A LICENSE AGREEMENT FOR USE OF CITY
PROPERTY AT 13009 GREGORY STREET**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

RESOLUTION NUMBER 2022- 003

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,
APPROVING THE EXECUTION OF A LICENSE FOR USE OF CITY PROPERTY AT
13009 GREGORY STREET**

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 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 City is the owner of a one-story commercial building, identified by the common address of 13009 Gregory Street, Blue Island Illinois PIN No. 25-31-120-002-0000 (the “*Property*”); and

WHEREAS, the City has considered entering into a non-exclusive License Agreement, a true and correct copy of which is made a part hereof and attached hereto as **Exhibit A** (the “*Agreement*”); and

WHEREAS, the Mayor and Aldermen of the City of Blue Island deem it advisable and in the best interests of the health, safety and welfare of the residents of the City to enter into the this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Aldermen 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. The License Agreement attached hereto as **Exhibit A**, is hereby approved in

substantially the same form presented by the Mayor to execute the Agreement, the execution of which constitutes the approval by the City of any and all changes or revisions contained therein.

Section 3. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Proposal to complete satisfaction of the provisions, terms or conditions stated therein.

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.

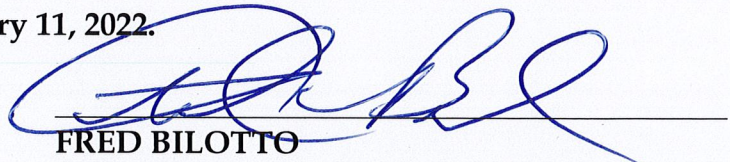
Section 6. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this 11th day of **January, 2022**, pursuant to roll call as follows:

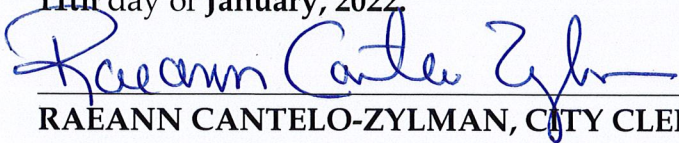
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA			X		
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

APPROVED by the Mayor on **January 11, 2022**.



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

ATTESTED and Filed in my office this
11th day of **January, 2022**.



RAEANN CANTELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

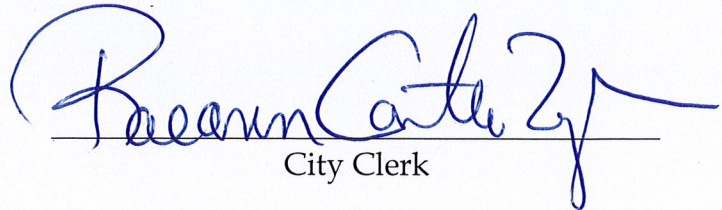
I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTIONS: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, APPROVING THE EXECUTION OF A LICENSE AGREEMENT FOR USE OF CITY PROPERTY AT 13009 GREGORY STREET.**

RESOLUTION NO. 2021-003 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **11th day of January, 2022**; that at said meeting **6** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **6** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **1** Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **11th** day of **January, 2022**.

CORPORATE SEAL



City Clerk

Exhibit A

Agreement

LICENSING AGREEMENT

Parties: The Licensor is the City of Blue Island, Illinois, a municipal corporation, hereinafter called the CITY.

The Licensee is Loop Medical Center hereinafter called the LICENSEE.

Premises: The CITY owns and maintains a one-story commercial building identified by the common address of 13009 Gregory Street, Blue Island Illinois PIN No. 25-31-120-002-0000 (the "Property") and legally described on Exhibit A.

Use: LICENSEE desires to operate a COVID-19 testing and vaccination site on the Property in order to provide the residents of the City with safe, quality care and to help prevent the spread of the virus.

Interest: LICENSEE only acquires the right to use the Property in conjunction with this licensing agreement if the City approves it's application for a business license. The licensing agreement is not assignable without prior written approval of the CITY. In addition, the LICENSEE must provide the CITY with at least thirty (30) days' notice in writing of its intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all fees to be paid and all other responsibilities agreed to under the terms of the licensing agreement. No proprietary, ownership, possessory or other rights are to be acquired by the LICENSEE.

Term: The term of the Licensing Agreement is from January 12, 2022, or on the date of approval of the business license from the CITY, to July 12, 2022, or six months from the date of the business license approval. The Licensing Agreement may be extended by agreement of the parties, at which time an amendment to this Licensing Agreement will be drafted and executed.

Fees: There will be no monthly fee charged for the temporary use of this Property to provide emergently needed medical services to residents. However, during the term of this Licensing Agreement, the LICENSEE agrees to pay all utilities, maintain the property in a safe and neat condition as determined by the CITY, repair exterior lighting, and restore the premises to its condition prior to the issuance of this Licensing Agreement.

Insurance: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with the use or misuse of the premises and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an insurance policy also naming the CITY as an additional insured to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises. Specifically, the LICENSEE shall obtain general liability insurance in an amount not less than \$1,000,000 per incident/\$3,000,000 in the aggregate for bodily injury, death, or property damage and shall contain language satisfactory to the CITY. LICENSEE shall be named as the primary insured. Said certificate of insurance shall be provided to the CITY prior to opening the premises for business.

Conditions: LICENSEE agrees to use the licenses premises in accordance with City and state laws and will not engage in any business other than the business approved herein.

LICENSEE acknowledges that the CITY has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, of for any other purpose or use, express or implied, by the LICENSEE.

It is understood and agreed by the Parties that the relationship of LICENSEE and CITY, arising out of this Licensing Agreement, shall be that of independent business owner and Property owner and shall not be construed as partners or joint ventures. Neither LICENSEE nor any agent or employee of the LICENSEE is an employee or agent of the CITY for any purpose whatsoever.

LICENSEE shall keep the Licensed Premises free of any liens or claims of liens, and shall discharge any such liens within ten days of their filing.

Notices: All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by overnight UPS or Federal Express mail and addressed to the identified agents.

LICENSEE:

By: _____

Main Contact:

Address:

Cell Phone: _____

Office Phone: _____

Email: _____

Date: _____

CITY OF BLUE ISLAND, IL.

By: _____

Mayor

Attest: _____

City Clerk