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

**RESOLUTION
NUMBER 2022-033**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT WITH BUTTER UPON
BACON, LLC (13311 OLDE WESTERN AVE, STE 1.)**

**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 2022-033

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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 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 and Butter Upon Bacon, LLC desire to enter into a Tax Increment Financing Redevelopment Agreement (the “Agreement”), for the purposes of developing the property located at 13311 Olde Western Ave., Suite 1, Blue Island, Illinois 60406 (the “Property”), as legally described in the Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Property is located within the TIF 5 District, and therefore, the City has taken and complied with all necessary acts sufficient to satisfy the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the “Act”); 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 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. That it is in the best interest of the City to enter into the Tax Increment Financing Redevelopment Agreement by and between the City of Blue Island and Butter Upon Bacon, a copy of which is attached hereto and made a part hereof as Exhibit A, and is hereby approved substantially in the form presented, with such necessary non-material changes as determined by the Mayor, with such changes and revisions therein contained being approved by execution and delivery of such Agreement by the Mayor.

Section 4. The officials and officers 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. 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 6. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. 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 13th day of September, 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 September 13, 2022.

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

ATTESTED and Filed in my office this
13th day of SEPTEMBER, 2022.

RAEANN CANELO-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 **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITH BUTTER UPON BACON, LLC (13311 OLDE WESTERN AVE., STE 1.)**.

RESOLUTION NO. 2022-033 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **13th day of September, 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 **13th day of September, 2022**.

CORPORATE SEAL



City Clerk



Exhibit A

(see attached)

CITY OF BLUE ISLAND
REDEVELOPMENT AGREEMENT

THIS AGREEMENT ("**Agreement**"), entered into this_ day of September, 2022 ("**Effective Date**"), between the City of Blue Island, Illinois (hereinafter referred to as "**City**") and the following designated Lessee of the subject property to be improved:

Developer/Lessee's Name: Business:	BUTTER UPON BACON, LLC
Name:	BUB CAFE
Business Address:	2445 HIGH ST., BLUE ISLAND, IL 60406
Premises Address:	13311 OLDE WESTERN AVE., STE. 1 BLUE ISLAND, IL 60406 (" Premises ")
Legal Description:	

SEE EXHIBIT A

RECITALS

WHEREAS, the City has established the Tax Increment Financing District #5 for the purpose of encouraging the improvement and revitalization of the exterior of existing buildings in the Olde Western Avenue Historic District; and

WHEREAS, Developer/Lessee shall undertake and complete the rehabilitation of the Premises, which is to be occupied and utilized by Developer/Lessee as a cafe, all as generally depicted on Exhibit B (the "**Conceptual Plans**") and as more fully described herein (the "**Project**") at a total estimated cost of FIFTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, and as set forth on Exhibit C (the "**Project Budget**"); and

WHEREAS, subject to the terms contained herein, the City agrees to reimburse the Developer/Lessee for eligible "redevelopment project costs," as such term is defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, related to the Project in an amount of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) and as set forth in greater detail in the attached Exhibit C; and

WHEREAS, the Developer/Lessee desires to participate in the City's redevelopment initiative in the City's Tax Increment Financing District #5 pursuant to the terms and provisions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Developer/Lessee do hereby agree as follows:

SECTION 1

The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth herein. The parties acknowledge the accuracy and validity of such statements, representations, covenants and recitations.

SECTION 2

The City will reimburse the Developer/Lessee for the cost of redevelopment project costs, not to exceed FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) (the "**City Contribution**"). The redevelopment project costs that are eligible for City reimbursement are identified on Exhibit B and may include such other items as authorized under the Act. Developer/Lessee shall submit to the City for its approval, which shall not be unreasonably withheld or delayed, plans and specifications for the Project ("**Plans and Specifications**") in sufficient time so as to allow for City review of the Plans and Specifications in accordance with applicable City ordinances and in accordance with the Project Schedule but in no event later than sixty (60) days following the Effective Date.

SECTION 3

Developer/Lessee agrees that all work will be completed within one hundred eighty (180) days of the Effective Date, unless otherwise authorized by the City in its sole discretion. The City shall periodically review the progress of the Developer/Lessee's, or its designated contractor, work on the Project pursuant to this Agreement. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved Plans and Specifications shall be promptly remedied by the Developer/Lessee and deficient or improper work shall be replaced and made to comply with the approved Plans and Specifications and the terms of the Agreement.

SECTION 4

If the Developer/Lessee, or its designated contractor, should fail to complete the Project as provided for herein, in conformity with the approved Plans and Specifications, or within the terms of this Agreement, the City's financial obligation shall cease and all rights and obligations under this Agreement shall cease after thirty (30) days written notice from the City to Developer/Lessee.

SECTION 5

Upon completion of the improvements by the Developer/Lessee, and upon final inspections by the City, the Developer/Lessee shall submit to the City a properly executed reimbursement request, in the form attached hereto as Exhibit D, with the following certified documents: 1) lessee's sworn statement; 2) a statement by the architect for design work (if applicable); 3) contractor's sworn statement showing the full cost of the work and each separate component

amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work; and 4) proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors (collectively, the "**Reimbursement Request**"). The City shall either accept or reject, with comments, the respective Reimbursement Request within fifteen (15) days after the submission thereof. During this review period, the City shall be permitted to conduct reasonable inspections of the Project to ensure compliance of the Project with the Agreement. If the City determines that any cost identified for reimbursement in the Reimbursement Request is not a "redevelopment project cost" under the Act or the Agreement, the City shall so notify Developer in writing within said fifteen (15) day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon Developer/Lessee shall have the right to identify and substitute other costs with a supplemental application for payment, subject to the same limitations of this Agreement. Failure by the Developer/Lessee to submit all required documents (or), to comply with the provisions of this Agreement, (or) complete all improvements in accordance with the approved plans and specifications in the time specified will be deemed a breach of this Agreement.

SECTION 6

Upon completion of the Project pursuant to this Agreement and for a period of five (5) years after approval of the Request for Reimbursement, Developer/Lessee shall cause the Project to be maintained, preserved and kept in good repair and working order and in a safe condition. Developer/Lessee will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations at the Project. Developer/Lessee shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project. Developer/Lessee covenants not willfully to do or willfully to suffer any waste or unrepaired damage to, or otherwise to do or to suffer or permit to be done any act that would substantially impair the value of the Project, or any part thereof.

- a. Operations Covenant. For a period of five (5) years following the City approval of the Request for Reimbursement, the Developer/Lessee covenants that the Premises shall be utilized and operated as a cafe consistent at all times with the quality of other similar cafes and in such a manner as to maximize sales (the "**Operations Covenant**"). Failure of Developer/Lessee to comply with the Operations Covenant shall be a breach of this Agreement. In the event of such breach, Developer/Lessee shall pay to the City an amount equal to the unamortized balance of the City Contribution, based on a straight-line amortization over a period commencing on the date of City approval of the Reimbursement Request and continuing through the fifth annual anniversary thereafter.

SECTION 7

Developer/Lessee agrees to indemnify, defend and hold the City, its employees, agents, independent contractors and consultants (collectively, the "**City Indemnified Parties**") harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonably attorneys' fees and court costs) suffered

or incurred by the City arising from or in connection with: (i) the construction of the Project, and/or (ii) the Developer/Lessee's failure to comply with any of the terms, covenants and conditions contained within this Agreement. The rights and obligations under this Section 6 shall survive the termination or expiration of this Agreement with respect to any and all facts, events or circumstances occurring or arising prior to such expiration or termination of the Agreement.

SECTION 8

Except as provided in Section 5 above, nothing contained in this Agreement is intended to limit, restrict, or prohibit the Developer/Lessee from undertaking additional work in or about the Premises.

SECTION 9

This agreement shall be binding upon the City and upon the Developer/Lessee and its successor(s) to the Premises for a period of five (5) years after the date of City approval of the Request for Reimbursement.

SECTION 10

Developer/Lessee acknowledges that it will forfeit the grant for failure to pay any outstanding fees or taxes to the City or for failure to correct any violations of City codes and ordinances in or on the Premises or on any other property within the limits of the City that is owned by the Developer/Lessee during said five (5) year period.

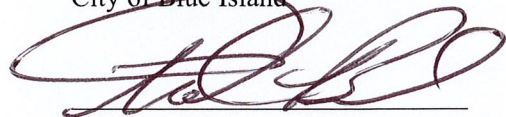
IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

DEVELOPER/LESSEE
Butter Upon Bacon, LLC

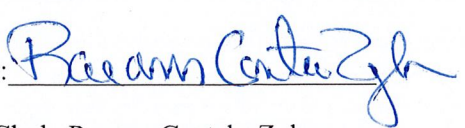
Geena Doherty, Co-Owner

Amber Sullivan, Co-Owner

CITY
City of Blue Island



Ferdinando Bilotto, Mayor

Attest: 

City Clerk, Raeann Cantelo-Zylman

EXHIBIT A

Legal Description

EXHIBIT B

Conceptual Plans

(See
attached)

EXHIBIT C

Project Budget

Project	Estimated Costs
*Plumbing to include ADA bathroom, bathroom fixtures, 3 bay sink, dish washer, and hand wash sinks.	\$15,000
*Construct flooring of a nonabsorbent material per state health code	\$7,000
*Install and finish drywall and ceiling.	\$3,000
*Install new electrical wiring and gas hookups to cooking and refrigeration equipment.	\$10,000
*Creating and mounting of ADA compliant service counters	\$2,000
*General framing, doors, and other miscellaneous.	\$2,000
Painting	\$2,000
*Creating ADA compliant entryway	\$2,000
Estimated Total	\$43,000

* Represents Redevelopment Project Costs eligible for reimbursement pursuant to the terms and conditions of the Agreement.

EXHIBIT D

FORM OF CERTIFICATE OF REIMBURSEMENT REQUEST

City Administrator
City of Blue Island

Re: CERTIFICATE OF REIMBURSEMENT REQUEST

Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Redevelopment Agreement dated as of September_, 2022 (the "*Agreement*"), between the City of Blue Island and Butter Upon Bacon, LLC, an Illinois limited liability company (the "*Developer*"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. **Schedule 1** is incorporated herein by reference. Each item listed on **Schedule 1** hereto is a Redevelopment Project Cost and was incurred in connection with the construction of the Project. Identified on the attached **Schedule 1** are the name, business address and business phone number of all contractors, subcontractors and/or suppliers who were retained by Developer in relation to the Project and for which the amount identified herein was paid directly to such contractor, subcontractor and/or supplier; also included as part of Schedule 1 are all applicable contracts, invoices, proofs of payment and lien waivers in relation to said contractors, subcontractors and/or suppliers. The information and documentation constituting **Schedule 1** is accurate, verified and complete.

2. The Redevelopment Project Costs on **Schedule 1**: (i) were necessary for completion of the Project, (ii) are eligible for reimbursement under the Act, and (iii) were incurred in accordance with the Agreement.

3. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

4. The Agreement is in full force and effect; and, no Event of Default by Developer exists under the Agreement; and, Developer has no knowledge of facts or circumstances that would constitute an Event of Default under the Agreement.

8. The requested payment of Redevelopment Project Costs set forth in Schedule 1 for the Project are in compliance with Section 2 of the Agreement.

11. The Redevelopment Project Costs set forth herein are not in excess of \$40,000.00.

12. The total costs expended by the Developer in relation to the Project to date is _____ (\$_____ .).

Developer agrees that if prior to the time of acceptance by Village any matter certified to herein by it will not be true and correct in all material respects at such time as if then made, it will immediately so notify the Village. Except to the extent, if any, that prior to the time of the Village's approval of Redevelopment Project Costs for the Project, the Village shall receive written notice to the contrary from Developer, each matter certified to herein shall be deemed once again to be certified as true and correct at the date of approval of Redevelopment Project Costs as if then made.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this __ day of
September, 2022

Butter Upon Bacon, LLC
An Illinois limited liability company

By: _____
Its: _____

Signed and sworn before me by _____

this __ day of _____ 20__

Notary Public

APPROVED:
CITY OF BLUE ISLAND, ILLINOIS, an Illinois municipal
corporation By: _____

Name: _____

Title: _____