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

**RESOLUTION
NUMBER 2022-053**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY AND COMMUNITY HIGH SCHOOL DISTRICT 218**

**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

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COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE AN
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HIGH SCHOOL DISTRICT 218**

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 the Board of Education of Community High School District 218 (“SD 218”) desire to execute an intergovernmental agreement for cost sharing related to the resurfacing cost of Sacramento Avenue from 127th Street to Everett Street, a copy of which is attached hereto and made a part hereof, as Exhibit A (the *Agreement*”); and

WHEREAS, the Mayor and Aldermen of the City deem it advisable and in the best interest 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. The Intergovernmental Agreement between the City and the District, which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the same form presented to the Mayor and Aldermen with such necessary non-material changes as

may be authorized by the Mayor and City Attorney to execute the Agreement, the execution of which constitutes the approval by the City of any and all changes or revisions therein contained.

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 **22nd** day of **November, 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					
	5		2		

APPROVED by the Mayor on **November 22, 2022**.

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

ATTESTED and Filed in my office this
22nd day of **NOVEMBER, 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.

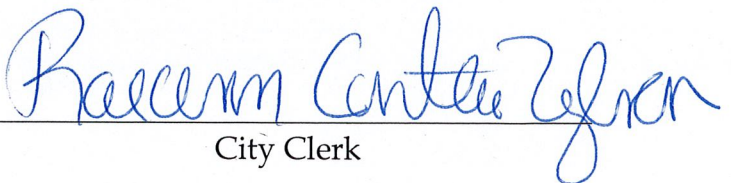
I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND COMMUNITY HIGH SCHOOL DISTRICT 218.**

RESOLUTION NO. 2022-053 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **22nd day of November, 2022**; that at said meeting **5** 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 **5** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **2** 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 **22nd day of November, 2022.**

CORPORATE SEAL



City Clerk

Exhibit A

Intergovernmental Agreement

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF BLUE ISLAND AND
COMMUNITY HIGH SCHOOL DISTRICT 218 FOR COST SHARING RELATED TO THE
RESURFACING COST OF THE PORTION OF SACRAMENTO FROM 127th STREET TO
EVERETT STREET**

Approved by City Resolution No. 053

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this 22ND day of NOVEMBER, 2022, by and between CITY OF BLUE ISLAND (“City”), an Illinois unit of local government, with its principal offices at 13050 Greenwood Ave. Blue Island, Illinois 60406 and COMMUNITY HIGH SCHOOL DISTRICT 218 (“DISTRICT”), with its principal address of 10701 S. Kilpatrick Avenue, Oak Lawn, Illinois 60453, and collectively referred to as “PARTIES”.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the DISTRICT is a school district within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

WHEREAS, the CITY and DISTRICT desire to enter into an agreement share the costs of resurfacing the portion of Sacramento from 127TH Street to Everett Street, in addition to that part of the diagonal parking adjacent to the Sacramento from 127th Street to Everett Street as part of the City’s 2023 Street Program and,

WHEREAS, the Parties agree that both the City and the District should bear the cost of the work to resurface said portion of Sacramento between from 127TH Street to Everett Street, in addition to that part of the diagonal parking adjacent to the Sacramento from 127th Street to Everett Street, and the cost should not be born solely by the City; and,

WHEREAS, the PARTIES agree that the resurfacing of Sacramento Avenue between 127TH Street and Everett Street, in addition to that part of the diagonal parking adjacent to the Sacramento from 127th Street to Everett Street, improves the driving condition that benefits the residents of the City and students of Eisenhower High School ; and,

WHEREAS, the CITY and the DISTRICT desire to establish their respective responsibilities and obligations toward the improvements that will be made as part of the scope of the Sacramento Avenue Resurfacing Project.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the CITY and the DISTRICT agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND DISTRICT RESPONSIBILITIES.

CITY:

2.1. Subject to the terms, conditions and provisions of this AGREEMENT, the DISTRICT acknowledges and agrees to the rates and terms of the CITY's contract, which will be bid in Spring 2023 and procured through an opening bidding process in compliance with applicable regulations and statutory provisions for the work that will be necessary for the resurfacing of Sacramento Avenue that includes the portion that is within the jurisdictional control of the City.

2.2. The CITY agrees to pay the actual construction costs for said portion of Sacramento Road to the winning bidder upon the completion of the Sacramento Avenue Resurfacing Project with the mutual understanding and agreement that the DISTRICT will reimburse the CITY for an amount equal to 50% of the total cost of the project.

2.3. The CITY shall oversee the work done by the contractor pursuant to Contract Plans and Specifications as approved by the CITY with any subsequent updates and revisions.

2.4 The CITY shall coordinate with and keep apprised the DISTRICT on the progress of the resurfacing of the above-stated portion of Sacramento Avenue.

COMMUNITY SCHOOL DISTRICT 218:

2.5 Subject to the terms, conditions and provisions of this AGREEMENT, DISTRICT shall be responsible to allocate or appropriate sufficient funds in the amount of its proportionate share in reimbursing the CITY.

2.6 Upon the completion of the Sacramento Avenue Resurfacing Project and the payment to the Contractor by the CITY, DISTRICT shall pay the CITY a lump sum payment in an amount equal to 50% of the cost of resurfacing the portion of Sacramento from 127TH Street to Everett Street and 100% of the cost of resurfacing diagonal school parking adjacent to the Sacramento from 127th Street to Everett Street.

2.7 DISTRICT shall accommodate the CITY, its employees and agents, and the Contractor and any Subcontractors to do any and all construction work necessary to complete the resurfacing of the above-referenced portion of Sacramento Avenue for the Sacramento Avenue Resurfacing Project as subject to the Contract Plans and Specifications.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY
City Administrator
13050 S. Greenwood Ave.
Blue Island, IL 60406

FOR DISTRICT:
Superintendent of Schools
District 218
10701 S. Kilpatrick Ave.
Oak Lawn, IL 60453

4.0 AMENDMENTS AND MODIFICATIONS.

4.1 This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1 This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1 This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be the Cook County Circuit Court, 6th District.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The CITY and DISTRICT each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY or the DISTRICT.

10. NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of CITY and/or DISTRICT and/or any of their respective officials, officers and/or employees.

11.0 COMPLIANCE WITH LAWS.

11.1 CITY and the Contractor shall comply with all applicable codes, laws, ordinances and regulations of the CITY, Cook County, the State of Illinois, and the Federal Government, including, but not limited to, OSHA, any and all applicable competitive bidding, prevailing wage, public contracting, building, construction, environmental, civil rights, public finances, laws, rules, regulations, codes and orders applicable to the project.

12.0 FREEDOM OF INFORMATION ACT.

12.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

13.0 COMMENCEMENT AND RENEWAL.

13.1 This Intergovernmental Agreement shall commence upon the signed approval by all PARTIES and be in effect for the duration of the commencement of the project,

completion of the project and shall not expire until and unless the full payment obligations by the District is met.

14.0 COUNTERPARTS.

14.01 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

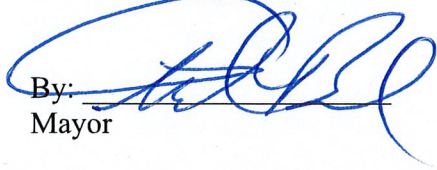
15.0 AUTHORITY.

15.01 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF Blue Island

By: 
Mayor

Attest: 
City Clerk

Date: 11-22-22

COMMUNITY SCHOOL DISTRICT 218

By: _____

Attest: _____

Title: _____

Date: _____