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

**RESOLUTION
NUMBER 2022-059**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A RELEASE AND SETTLEMENT
AGREEMENT IN CASE NUMBER 22-CH-2905**

**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- 059

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A
RELEASE AND SETTLEMENT AGREEMENT IN CASE NUMBER 22-CH-2905**

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, Paul Tsakiris, the plaintiff, and the City, the defendant, desire to execute a Release and Settlement Agreement in Case Number 22-CH-2905, 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 Release and Settlement Agreement between Paul Tsakiris and the City, 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.

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.

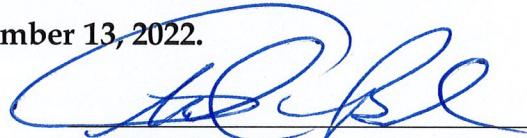
Section 7. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this 13th day of **December, 2022**, pursuant to roll call as follows:

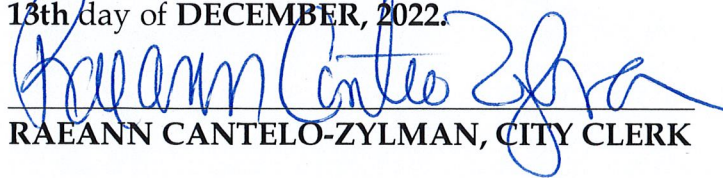
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA			X		
Alderman MONTOYA	X				
Alderman MCGEE			X		
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	5		2		

APPROVED by the Mayor on **December 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 **DECEMBER, 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 RELEASE AND SETTLEMENT AGREEMENT IN CASE NUMBER 20-CH-2905.**

RESOLUTION NO. 2022-059 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **13th day of December, 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 **13th** day of **December, 2022**.

CORPORATE SEAL



City Clerk

Exhibit A

Release and Settlement Agreement

(see attached)

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2022 (the "Effective Date") by and between the City of Blue Island, Cook County, Illinois, an Illinois Municipal Corporation (the "City") and Blue Island Plaza, LLC and Paul Tsakiris (the "Owner")

WHEREAS, the parties agree and acknowledge that the purpose of this Agreement is to resolve any claims that the City may have arising out of municipal code violations and fines assessed for the same from 2015 and in January 2022 with respect to the property commonly known as 12601 S. Western, Blue Island, Illinois and for the settlement of outstanding water bills owed to the City by the Property Owner as of November 28, 2022.

WHEREAS, the City is a municipal corporation pursuant to the Statutes of the State of Illinois.

WHEREAS, the Owner is the owner of certain property located at 12601 Western Ave., Blue Island, Illinois 60406, and legally described as follows:

WHEREAS, the Owner acknowledges that:

- a. The City cited the Owner for violations of the City's Code of Ordinances;
- b. The Owner was found liable for violating the City's Code of Ordinances by the City's Hearing officer in January 2022 and was assessed fines for the same;
- c. The citations and the fines assessed are listed in the filed record of proceedings in Case No. 22 CH 2905 and are incorporated herein for reference; and
- d. The total amount of fines due and owing by the Owner to the City is in excess of \$19,025.00.

WHEREAS, the Owner also acknowledges that:

- a. The Owner has a \$22,125.92 outstanding balance on its City water account.

WHEREAS, the City is prepared to allow remediation by the Owner of the City Code violations in lieu of the Owner's payment of certain fines to the City, if the specific conditions are met by the Owner.

WHEREAS, based on the remediation of the property and payments as described herein, Owner will dismiss with prejudice its Complaint for Administrative Review, 22 CH 2905, upon the execution of this Agreement by the City.

NOW THEREFORE, in consideration of the foregoing, and in recognition of the following promises, the parties covenant and agree to the following:

1. Upon the execution of this agreement, the following must happen:
 - b. The Owner is to make the following landscaping improvements to the Property. The owner is to remove the existing landscaping to a depth of 10 inches and put in dirt by December 15, 2022. By April 30, 2023, the Owner must complete landscaping with mulch and minimal maintenance plants.
 - i. If the landscaping is satisfactorily performed, the City will non-suit the following citations: S483, S487, S513, S528, S543, S558, S573, S587, S603, S618, S633, S648, S663, S648, S678, S693, S708, S726, S742, S757, S773, S788, S803, S819, S483, S487, S513, S528, S543, S558, S573, S587, S603, S618, S633, S648, S663, S678, S693, S708, S726, S742, S757, S773, S788, S803, S819
 - c. The Owner shall continue three time weekly garbage removal from the parking lot and Property. Through the end of January 2023 the Owner shall send weekly progress photos showing the removal of debris and garbage from the Property to Commander Slattery at jslattery@bipolice.org
 - i. If the above maintenance plan is adequately implemented and the Property is cleaned three times per week, the City will non-suit the following citations: S473-482, S488-S498, S502-S512, S517-S527, S532-S542, S546-S557, S562-S572, S577-S586, S591-S602, S607-S617, S622-S632, S637-S647, S652-S662, S667-S677, S682-S692, S697-S707, S712-S725, S731-S741, S746-S756, S761-S772, S777-S787, S792-S802, S807-S818
 - d. The City currently is holding an additional duplicate payment of \$2915.00 paid by Owner. The City shall be entitled to retain this payment and Owner shall pay an additional \$2,000.00 to City to settle any past owed water bills, fines, and judgments. Payment of \$2,000.00 shall be made to the City by December 15, 2022. Owner shall continue to pay for its regular water usage bills on time and will be subject to fines and other legalities should the account become past due. Following payment of the outstanding water bill, the Owner's application for a façade grant will be processed. Once the processing of the application is started, the Owner must work with the City staff to utilize the grant money to repair and improve the façade of the building and signage for the building.
 - i. If the water payments above are made by December 15, 2022, the façade application is processed, and the owner remediates the façade and signage violations at the Property the City will non-suit the following citations: S470-S471, S468-S469, S484-S485, S499-

S500, S514-S516, S529-S530, S544, S545, S559-S560, S574-S575, S588-S589, S604-S606, S619-S620, S634-S635, S649-S650, S664-S665, S679-S680, S694-S695, S709-S710, S727-S729, S743-S744, S758-S759, S774-S775, S789-S790, S804-S805, 85848

- e. Attached as Exhibit A is a parking lot repair and replacement quote. Owner agrees that prior to July 30, 2023 the Owner shall complete repairs to the scope addressed in Exhibit A. Should any acts of God or asphalt supply issues create delays rendering it unreasonable to complete the work by July 30, 2023, the City will work to allow reasonable extensions to accommodate said issues with the Owner.
 - i. If the parking lot is improved per the above mentioned timelines, the City will non-suit the following citations: 85835, 85846, S472, S486, S501, S515, S531, S561, S576, S590, S621, S636, S651, S666, S681, S696, S711, S730, S745, S760, S776, S791, S806

2. The City has recorded a lien on the Property for the outstanding fine amounts for building code violations; but will refrain from issuing additional municipal code citations and foreclosing on the lien while remediation work is being performed.

3. If the conditions set forth above are met by the deadlines imposed, the City will release the totality of the liens on July 31, 2023..

4. If the conditions set forth above are not met, the City will begin the legal process of foreclosing on these liens. In addition, the City will issue municipal code citations for any violations remaining on the Property relating to landscaping, garbage removal, façade, signage, and/or parking lot conditions. Further, the City may pursue additional legal action to enforce compliance with its Code, including but not limited to temporary and permanent injunctions.

5. As of the execution of this Agreement, the Owner releases and discharges City and all of its respective agents, representatives, attorneys, officers, successors and assigns, from any and all claims, counterclaims, potential claims, demands, rights, obligations, liabilities, judgments, settlements, contributions causes of action, controversies, suits, damages, punitive damages, debts, obligations, losses, promises, covenants, agreements, contracts, bonds, costs, charges, interest, attorney's fees, and expenses of every kind, known or unknown, in law or in equity, of whatever nature, related to the Litigation or the subject matter of this Agreement.

6. Regardless of the foregoing paragraphs, no Party releases or discharges any claims that arise for breach of Agreement.

7. Each of the Parties represents and warrants that it is duly authorized to execute this Agreement to bind itself under this Agreement, and to perform in accordance with its terms. The parties represent and warrant that, except as explicitly set forth in this Agreement, there is no consent, authorization, registration, or approval that has not been obtained or made that is required for this Agreement to be binding upon and enforceable against them.

8. This Agreement is governed by the laws of the State of Illinois.

9. Any action by any Party to enforce the provisions of this Agreement shall not relieve any other Party from its obligations under this Agreement, and no failure to enforce any provision of this agreement or of any agreement contemplated by this Agreement shall constitute a waiver of that provision or of any future default or breach. Each Party shall bear its own attorney's fees and only its own attorney's fees in connection with this agreement and all related litigation.

10. This Agreement shall be binding up on and inure to the benefit of each of the parties hereto and their subsidiaries, affiliates, successors, heirs and assigns of any of them.

11. Each Party represents that no promise, inducement, or agreement not herein expressed has been made to it. Each party is represented by counsel and the parties have mutually negotiated and documented the terms of this Agreement. This Agreement may be executed in separate counterparts.

12. This Agreement constitutes the entire agreement between the parties hereto on the subject matter described herein and may not be modified except in a writing referring to this agreement and signed by the party to be bound.

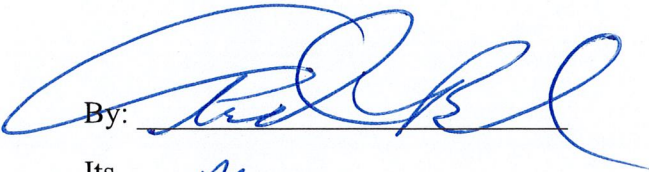
13. No other person or entity may claim to be a third-party beneficiary of this Agreement. This agreement does not confer any rights of any kind on any other person or entity, other than the parties hereto.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first referenced above. The person signing warrants that he or she has authority to act on the Party's behalf.

City of Blue Island

Blue Island Plaza, LLC.

By: 
Its *Mayer*

By: _____
Its