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

**RESOLUTION
NUMBER 2023-045**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A SETTLEMENT AGREEMENT IN RELATION
TO 2023 M6 008537 (13357 Olde Western v. City of Blue Island)**

**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 2023-045

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A SETTLEMENT AGREEMENT IN RELATION TO 2023 M6 008537
(13357 Olde Western v. City of Blue Island)**

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 of Blue Island and wishes to enter into an agreement with 1337 Olde Western LLC which will settle the pending lawsuit, a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Proposal*); 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 execute and 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 Settlement Agreement 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 of the City with such necessary non-material changes as may be authorized by the Mayor and City Attorney.

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 12th day of DECEMBER, 2023, 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 DECEMBER 12, 2023.

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

ATTESTED and Filed in my office this
12TH day of DECEMBER, 2023.

RABANN 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 A SETTLEMENT AGREEMENT IN RELATION TO 2023 M6 008537 (13357 OLDE WESTERN V. CITY OF BLUE ISLAND).**

RESOLUTION NO. 2023-045 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **12th of December, 2023**; 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 **12th day of December, 2023**.

CORPORATE SEAL


City Clerk

Exhibit A
(Settlement Agreement)

SETTLEMENT AGREEMENT

1. THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into this 11 day of December, 2023 (the "Effective Date") by and between the City of Blue Island, Cook County, Illinois, an Illinois Municipal Corporation (the "City"), and Olde Western Blue Island, LLC. (the "Owners").

2. The parties agree and acknowledge that the purpose of this Settlement Agreement is to terminate existing litigation, 2023 M6 008537, resolve any and all claims that the City may have arising out of lien(s) for action(s) taken with respect to the property commonly known as 13357 Olde Western Blue Island, Illinois and resolve all outstanding municipal citations issued to the Owners,

3. The City is a municipal corporation pursuant to the Statutes of the State of Illinois.

4. Owners are the owners of certain property located at 13357 Olde Western, Blue Island, Illinois, 60406, and legally described as follows:

PARCEL 1:
LOT 1 (EXCEPT THE NORTH 27 FEET AS MEASURED ON WESTERN AVENUE), AND ALL OF LOTS 2 AND 3 IN THE SUBDIVISION OF BLOCK 23 IN ROBINSON'S ADDITION TO BLUE ISLAND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:
THAT PART OF THE NORTH 100 FEET OF BLOCK 24 IN ROBINSON'S ADDITION TO BLUE ISLAND OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A STRAIGHT LINE WHICH INTERSECTS THE NORTH LINE OF SAID BLOCK, 165 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID BLOCK (MEASURED ALONG THE SAID NORTH LINE OF SAID BLOCK) AND THE SOUTH LINE OF THE SAID NORTH 100 FEET OF SAID BLOCK, 180 FEET WESTERLY OF THE EAST LINE OF SAID BLOCK (MEASURED ALONG THE SAID SOUTH LINE OF SAID NORTH 100 FEET OF SAID BLOCK), ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:
THE NORTH 1/2 OF VACATED MARKET STREET AS LIES SOUTH AND ABUTS LOT 3 IN PARCEL 1 AFORESAID
AND
THE SOUTH 1/2 OF VACATED MARKET STREET AS LIES NORTH AND ABUTS PARCEL 2 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

Pin Numbers: 24-36-433-012-0000; 24-36-433-026-0000;

24-36-433-027-0000; 24-36-433-029-0000 (the "Property").

5. The current status of matters between the City and the Owner is as follows:

a. A lien was recorded against the Property by the City pursuant to 65 ILCS 5/11-20-7 and 65 ILCS 5/11-20-15; and

b. Owners have also been issued numerous citations, specifically citations S2564-S2639, for violation of City Municipal Codes at the Property for which such will be contested if this Agreement fails to be consummated. If a hearing officer finds the Owners liable of these City Municipal Code violations, the City can levy fines consistent with the City Code. Owners are aware that if Municipal Code violation fines are issued and unpaid, pursuant to 65 ILCS 5/1-2.1-8 of the Illinois Municipal Code, the City could file a judgment lien on the Property relating to each of the outstanding fines; and

c. The City intends to proceed with an action to foreclose on its lien in the event that the parties are unable to resolve the City's claim and the Owner reserves the right to contest the validity of such lien if this Agreement fails to be consummated; and

d. Owner is willing to convey all its interest to the City in return for the City's non-suit of existing municipal code citations, payment of the purchase price, and the release of any and all claims against the Owner with respect to any Lien Claim arising out of the ownership of the Property.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree, as follows:

1. The Recitals set forth above are true and expressly incorporated into the parties Settlement Agreement and are a material part thereof

2. The City, in recognition of Owner conveying ownership, shall pay Owners \$400,000.00 to purchase the Property and shall further release Owner from any and all claims with respect to the

Property.

3. The delivery of the deed in lieu of foreclosure shall be tendered simultaneously with the purchase price of \$400,000.00 being wired to Owner's account pursuant to the Letter of Direction attached as Exhibit C. In addition, The deed conveying the Property from Owners to the City will also lead to the dismissal of the Complaint currently pending in Circuit Court against the City.

4. To the extent the Agreement has not already done so, the Owners and the City hereby RELEASE, acquit and forever discharge each other from any and all claims, demands, suits, or causes of action, liabilities and damages of whatever nature or source, whether known or not known, whatsoever relating to the issues addressed in the this Settlement Agreement.

5. As part of the consideration described herein, the Owners and the City release and discharge each other from any obligation for costs, expenses, and attorney's fees incurred relating to all matters inclusive in this Agreement.

6. The City and the Owenrs and their attorneys participated in the drafting and preparation of this Agreement. No provision of this Agreement shall be interpreted or construed against any Party because of such Party's participation in the drafting of this agreement.

7. The parties hereto agree that this Agreement may be executed in multiple counterparts, which may be signed and delivered separately.

8. This Agreement constitutes the entire Agreement, and supersedes any and all other Agreements, whether oral or written, between the parties. No change or modifications of this Agreement shall be valid unless the same shall be in writing and signed by the Village. No waiver or suspension of any provisions of this Agreement shall be valid unless in writing and signed by the Village.

9. If any portions of this Agreement shall be, for any reason, invalid or unenforceable, such portions shall be ineffective only to the extent of such invalidity or unenforceability, and the

remaining portion or portions shall nevertheless be valid, enforceable and in full force and effect. The terms of this Agreement shall specifically survive the closing in case matters must be performed subsequent to the closing or for purposes of enforcement of the terms of this Agreement.

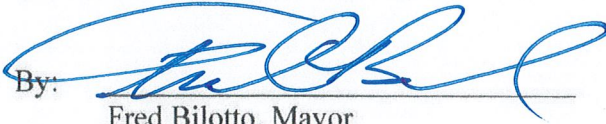
10. The foregoing recital clauses to this Agreement are true and expressly incorporated into this Agreement and are a material part thereof herein.

11. This Agreement shall be governed in all respects, whether as to the validity, construction, capacity, performance, or otherwise, by the laws of the State of Illinois, County of Cook.

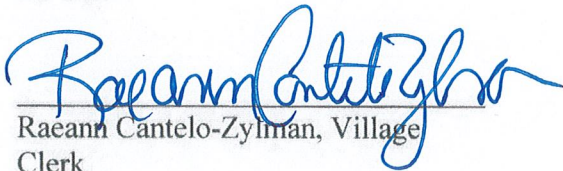
(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on this Agreement, as herein provided, and this Agreement shall be in full force and effect on the Effective Date herein above written.

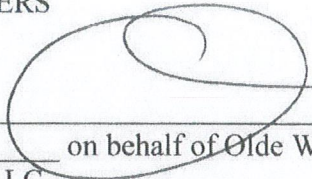
THE CITY OF BLUE ISLAND

By: 
Fred Bilotto, Mayor

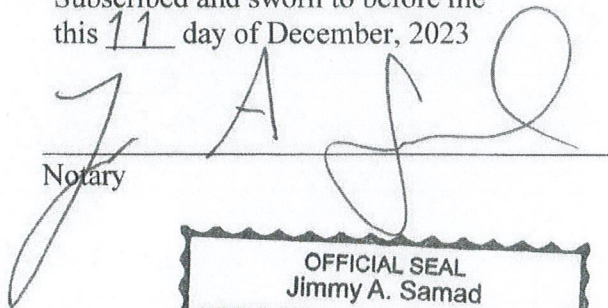
ATTEST

By: 
Raeann Cantelo-Zylman, Village Clerk

OWNERS

By: 
on behalf of Olde Western
Blue Island, LLC

Subscribed and sworn to before me
this 11 day of December, 2023


Notary

