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

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**RESOLUTION  
NUMBER 2025-004**

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

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**FRED BILOTTO, Mayor  
RAEANN CANTELO-ZYLMAN, City Clerk  
NANCY RITA, City Treasurer**

**DEXTER JOHNSON  
LUIZ MONTOYA  
THEODORE "TEDDY" RUTHENBERG  
BILL FAHRENWALD  
GABRIEL McGEE  
CANDACE CARR  
JOSH ROLL**

**Alderman**

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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 of Blue Island desires to enter an intergovernmental agreement with School District 218 to convey real property at 2930 Edison, not being used by the City, for parking at Dwight D. Eisenhower High School, a copy of which is attached hereto and made a part hereof as Exhibit A (the “IGA”); 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 this IGA.

**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 IGA, 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 Policies 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 28<sup>TH</sup> day of JANUARY, 2025, pursuant to roll call as follows:

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

APPROVED by the Mayor on JANUARY 28, 2025.

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

ATTESTED and Filed in my office this  
28<sup>TH</sup> day of JANUARY, 2025.

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 THE BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT 218 REGARDING THE TRANSFER AND CONVEYANCE OF PROPERTY.**

**RESOLUTION NO. 2025-0004** which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **28<sup>TH</sup> of January, 2025**; 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 **28<sup>th</sup>** day of **January, 2025**.

CORPORATE SEAL

  
\_\_\_\_\_  
City Clerk

Exhibit A  
Lease  
(see attached)

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF BLUE ISLAND AND THE BOARD OF EDUCATION OF COMMUNITY HIGH  
SCHOOL DISTRICT 218 REGARDING THE TRANSFER AND CONVEYANCE OF REAL  
PROPERTY**

**THIS INTERGOVERNMENTAL AGREEMENT** (the “IGA”) is entered into this \_\_ day of 2025, by and between the City of Blue Island (the “City”) and the Board of Education Community High School District 218, (the “District”). The City and the District are hereinafter referred to as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the City is an Illinois municipal corporation operating under the Illinois Municipal Code, 65 ILCS 1/1, *et seq.*; and

**WHEREAS**, the District is governed by the School Code, 105 ILCS 5/1-1, *et seq.*; and

**WHEREAS**, the Parties are governed by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, as enacted by the State of Illinois; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as enacted by the State of Illinois, provides that “[a]ny power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment”; and

**WHEREAS**, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, allows the City to convey its real estate to the District for public purposes; and

**WHEREAS**, the City owns a certain parcel of real property (inclusive of all improvements, legal rights and hereditaments thereto), commonly known as 2930 Edison, Blue Island, Illinois, and legally described on Exhibit A (the “Property”), and incorporated herein, and said Property is no longer necessary or useful for the City; and

**WHEREAS**, the District intends to acquire certain real property to increase the parking for the Dwight D. Eisenhower High School (“Purpose”); and

**WHEREAS**, the District desires to acquire the Property from the City and the City desires to convey the Property to the District; and

**NOW THEREFORE**, in consideration of the matters set forth, the mutual covenants and agreements contained in this IGA and other good and valuable consideration, the Parties hereby agree as follows:

**AGREEMENT**

**SECTION 1. Incorporation of Recitals.** The Recitals of this IGA are hereby incorporated by reference into Section 1 of this IGA as if fully set forth herein.

**SECTION 2. Transfer of the Property: Closing.** The City shall transfer the Property to the District

at the “Closing” by conveyance of a Quit Claim Deed. The Closing shall be on a mutually agreed upon date by the Parties, but in no event later than sixty (60) days from the date of approval and execution of this IGA by all Parties subject to written amendment executed by the Parties to be charged. The Closing shall take place at a local office that will issue an Owner’s Policy of Title Insurance. The District shall pay all closing costs, and at or prior to the Closing, the City shall deliver, or cause to be delivered to the District mutually agreeable and reasonable standard closing documents. Except as otherwise set forth herein, the term of this IGA shall expire at the closing.

Notwithstanding anything to the contrary contained in this IGA in the event that this IGA is held invalid by a court of competent jurisdiction resulting in the invalidation of the conveyance of the Property by the City to the District, the Parties agree to enter into a lease purchase agreement whereby the District shall lease the Property from the City for a term of six (6) months at a monthly rent of Ten and No Cents Dollars (\$10.00) with an option for the District to purchase the Property from the City, at the end of the term of the said lease for Five Hundred and No Cents Dollars (\$500.00). All terms and conditions of the IGA not in conflict with this paragraph shall remain in effect.

SECTION 3. Term. The term of this IGA shall commence upon the final execution of the executing parties and shall continue to and through the closing as contemplated herein, unless terminated earlier as set forth in this IGA.

SECTION 4. Authorizing Legislation. The City shall pass an ordinance as required by the Local Government Property Transfer Act to effectuate the terms of this IGA (the “Ordinance”). The City shall pass a resolution as required by the Local Government Property Transfer Act to effectuate the terms of this IGA (the “Resolution”, and together with the Ordinance, the “Legislation”). Each Party shall deliver a copy of the Legislation it passed to the Title Company at the Closing. In the event either Party fails to pass its respective piece of Legislation by February 20, 2025, this IGA shall be deemed null and void and of no further effect.

SECTION 5. Property Transferred “As Is”. The District acknowledges and agrees that it is accepting the transfer of the Property on an “as is” basis. Except as is otherwise expressly provided in this IGA, the City hereby specifically disclaims any warranty, representation, or guarantee, whether oral or written, whether express or implied, from or on behalf of the City concerning: the nature and condition of the Property and the suitability thereof for any and all activities and uses that the District chooses to conduct thereon; the manner, construction, condition and state of repair or lack of repair of any improvements; the compliance of the Property and any improvements or their operation with any laws, rules, ordinances or regulations of any government or other body; and any other matter whatsoever except as expressly set forth in this IGA.

SECTION 6. Reimbursement. The District shall reimburse the City for the costs associated with the acquisition and transfer of the Property. The City shall provide the costs associated with 7 days prior to the Closing.

SECTION 7. Indemnification. To the fullest extent permitted by law, the District shall indemnify, protect, defend and hold harmless the City and its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives,



attorneys, independent contractors, successors or predecessors and any other party in any way related to the City, and the City's interest in any property (collectively, the "City Parties"), from and against any and all claims, losses, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, costs and expenses (including orders, judgments, fines, forfeitures, amounts paid in settlement, reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, proximately occurring or alleged to have occurred in whole or in part in connection with the use of the Property, the intentional, willful or negligent acts or omissions of the District or its past and present officials (whether elected or appointed), board members, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the District (collectively, the "District Parties"), from the violation of any law or the rights of a third party by the District or the District Parties or this IGA.

To the fullest extent permitted by law the City shall indemnify, protect, defend and hold harmless the District and its past and present officials (whether elected or appointed), board members, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the District (collectively, the "District Parties"), from and against any and all claims, losses, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, costs and expenses (including orders, judgments, fines, forfeitures, amounts paid in settlement, reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, proximately occurring or alleged to have occurred in whole or in part in connection with the use of the Property, the intentional, willful or negligent acts or omissions of the District and its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the City and the City's interest in any property (collectively, the "City Parties"), from the violation of any law or the rights of a third party by the City or the City Parties or this IGA.

This Section shall be interpreted as broadly as possible under state and federal law.

SECTION 8. Notices. All notices, demands, requests or other writings which any Party is required to, or may wish to, serve upon any other Party in connection to this IGA shall, except where specifically excepted herein, be in writing and shall be deemed given (a) upon delivery, if personally delivered or if sent by e-mail or facsimile transmission, to the Parties to be given such notice or other communication; (b) on the third business day following the date of deposit in the United States mail, if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or, (c) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to the City: Fred Bilotto

Mayor  
13051 Greenwood Avenue  
Blue Island, IL 60406

With a copy to: Erin Blake,  
Montana & Welch, LLC.  
11950 S. Harlem, Suite 102  
Palos Heights, IL 60463

If to the District: Josh Barron  
Superintendent  
10701 S. Kilpatrick  
Oak Lawn, IL 60453

With a copy to: Mark Sterk  
Ancel Glink  
4544 W 103rd Street , Suite 2NE  
Oak Lawn, IL 60453

SECTION 9. Governing Law. This IGA shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this IGA shall be exclusively fixed in the Cook County Circuit Court, Cook County, Illinois.

SECTION 10. Binding Effect; Construction.

A. After approval by the respective corporate authorities, this IGA shall be binding on each Party and its respective successors, including successors in office. This IGA is personal in nature and its assignment is prohibited.

B. This IGA shall be deemed and construed to be the joint and collective work product of the Parties and, as such, this IGA shall not be construed against a Party, as the otherwise purported drafter of same, by any court of competent jurisdiction and order resolving any inconsistency, any ambiguity, vagueness or conflict in the terms or provisions, if any, contained herein.

C. This IGA creates no rights, title or interest in any person or entity whatsoever (whether a third-party beneficiary thereof or otherwise) other than the Parties.

SECTION 11. Amendments. No amendments, changes, modifications, alterations or waivers of any term, provision or condition of this IGA shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties hereto as required by law.

SECTION 12. Severability. The terms, conditions and provisions of this IGA shall be severable, and if any term, condition or provision is found to be invalid or unenforceable for any reason whatsoever, the remaining sections, subsections, terms, conditions and provisions shall remain in full

force and effect, and shall not be effective by such determination, unless the IGA can no longer be performed by any Party.

SECTION 13. Counterparts. This IGA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by either Party. Reproduction of this IGA and its signatures hereon shall be the equivalent of an original copy of this IGA.

SECTION 13. Headings. The headings of the articles, sections, paragraphs and subparagraphs of this IGA are inserted solely for convenience of reference and form no substantive part of this IGA nor should they be used in any interpretation or construction of any substantive provision of this IGA.

The undersigned parties have caused this INTERGOVERNMENTAL AGREEMENT to be executed by their duly designated officials.

Date: 1-28-2025

City: The City of Blue Island, Illinois, an Illinois municipal corporation

By:  \_\_\_\_\_

Name: FRED BILOTTO

Title: MAYOR

Date: \_\_\_\_\_

District: The Board of Education of Community High School District 218

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

LOTS 32 AND 33 IN BLOCK 17 IN WIRETON PARK A SUBDIVISION OF THAT PART OF SECTIONS 25, 26, AND 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 24-36-101-029-0000 and 24-36-101-030-0000