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

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**RESOLUTION  
NUMBER 2015-005**

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**A RESOLUTION APPROVING SETTLEMENT TERMS FOR  
CERTAIN PENDING LITIGATION IN COOK COUNTY CIRCUIT  
COURT AND AUTHORIZING EXECUTION  
OF RELATED DOCUMENTS.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

<b>1st Ward</b>	<b>CHRISTINE BUCKNER</b>	<b>TOM HAWLEY</b>
<b>2nd Ward</b>	<b>LETICIA VIEYRA</b>	<b>FRED BILOTTO</b>
<b>3rd Ward</b>	<b>NANCY RITA</b>	<b>KEVIN DONAHUE</b>
<b>4th Ward</b>	<b>MARCIA STONE</b>	<b>CANDACE CARR</b>
<b>5th Ward</b>	<b>JANICE OSTLING</b>	<b>KENNETH PITTMAN</b>
<b>6th Ward</b>	<b>DEXTER JOHNSON</b>	<b>JAIRO FRAUSTO</b>
<b>7th Ward</b>	<b>NANCY THOMPSON</b>	<b>JAMES JOHANSON</b>

**Aldermen**

**RESOLUTION NO. 2015-005**

**A RESOLUTION APPROVING SETTLEMENT TERMS FOR CERTAIN PENDING LITIGATION IN COOK COUNTY CIRCUIT COURT AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

Whereas, the City is engaged in litigation relating to a dispute surrounding city owned property and initiated litigation to obtain possession and control of the same;

Whereas, there is a bona fide legal dispute regarding the parties rights to possession of the property and continued use of the subject property;

Whereas, it is in the best interest of the parties to resolve the dispute on amicable terms in lieu of continued litigation expenses and the City believes time is of the essence;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

**SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED**

The terms and conditions as shown in the settlement agreement and release, attached as Exhibit A to this Resolution, are hereby approved.

**SECTION 2: AUTHORIZATION**

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

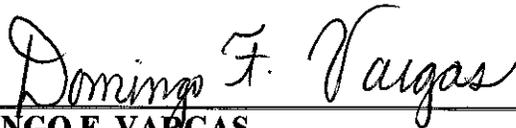
**SECTION 3: EFFECTIVE DATE**

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 24th day of February, 2015, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 24<sup>th</sup> day of February, 2015.



**DOMINGO F. VARGAS**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and **Filed** in my office this  
 24<sup>th</sup> day of February, 2015.

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**CITY CLERK**

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This settlement agreement and release (hereinafter referred to as "Agreement"), is entered into as of February 13, 2015, between the City of Blue Island ("the City") and Tommy Brown, individually and as agent of Tommy A. Brown Sports Association ("the Association" ), all of whom shall be collectively referred to as "the parties."

### *RECITALS*

- A. Certain controversies have arisen between the City and the Association including, but not limited to, a forcible entry and detainer action currently pending in the Sixth District of Cook County Circuit Court;
- B. Through this AGREEMENT, the parties wish to resolve amicably and finally any and all claims relating to the city owned property located at 2805 W. 141<sup>st</sup> Street in Blue Island, Illinois, with the release being from the beginning of time up to and including the date of the execution of this AGREEMENT, including all the allegations giving rise to the above-referenced claim and/or the Lawsuit.

THEREFORE, in consideration of the above and the covenants and promises set forth below in this AGREEMENT, the parties agree as follows:

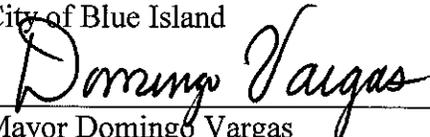
1. **Incorporation of Recitals.** The above and foregoing recitals are incorporated herein by reference and made a part hereof the same as though they were set forth herein verbatim.
2. **Consideration.** The City agree to pay the Association a gross amount of FIFTEEN THOUSAND DOLLARS AND ZERO CENTS. (\$15,000.00) (hereinafter "Consideration Amount"), in a check payable to the Association or its designee (The Reese Law Center, LLC). The receipt of consideration is hereby acknowledged as of the date of execution of this AGREEMENT.
3. **Joint Stipulation/Motion to Dismiss.** Subsequent to execution of this AGREEMENT by the parties, the parties shall jointly request the Court's approval of the terms contained in this AGREEMENT and the dismissal of the pending forcible entry and detainer action, with the court retaining jurisdiction to enforce the terms of this AGREEMENT and with each party to bear their respective costs.
4. **Release of Claims.** The parties hereby waive, release and hold harmless one another from any and all claims relating to the pending forcible entry and detainer action, whether known or unknown, which could have been made by the parties and arising from events prior to the execution of this AGREEMENT. Claims necessary to enforce this AGREEMENT are specifically excluded from the release of claims herein.
5. **Terms of Possession and Occupancy of Property.** The Association and its employees, agents, assigns, heirs, tenants, occupants, and anyone affiliated with the Association whatsoever, shall vacate the city owned property, which is the subject of the forcible entry and detainer action pending between the parties, on or before midnight on March 31, 2015. The City shall have sole possession and control of the property beginning at 12:01 a.m. on April 1, 2015 and beginning at said time and date has the authority to change the locks or otherwise prevent access to any person whatsoever with no additional notice required. All notices required under the laws of the State of Illinois governing tenancy or termination of tenancy are

hereby waived on behalf of the Association, its employees, agents, heirs, assignees, tenants and other persons acting on its behalf. Such waiver includes, but is not limited to, notices to vacate or demands to quit or demands for possession.

Beginning on March 1, 2015 and continuing through midnight on March 31, 2015, the parties shall have shared occupancy and possession of the premises. Shared occupancy and possession shall mean free ingress and egress onto and within the property. At no time shall either party engage in conduct which: impedes upon the other party's use or occupancy of the property; unreasonably prevents ingress/egress; causes disruption in the lawful business activities of the other party including but not limited to disruption of events hosted by the Association and inspections or repairs performed by the City. The Association shall provide a schedule of events/activities and copies of any and all tenancy agreements relating to the property within 7 business days of the execution of this AGREEMENT. The Association shall provide a copy of keys for access to enter the property on March 1, 2015. The parties agree to cooperate with one another in good faith to effectuate the intent of this paragraph and this AGREEMENT.

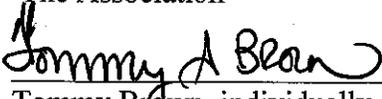
6. **Non-Admission.** The parties acknowledge that this AGREEMENT and any obligations under this AGREEMENT do not constitute an admission by either party of any violation of any common law, or Federal, State or local statute, law, rule or regulation or of any liability.
7. **Validity/Enforceability.** If any provision of this AGREEMENT or the application thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this instrument which can be given effect without the invalid or unenforceable provision.
8. **Governing Law.** This AGREEMENT shall be construed, interpreted and applied in accordance with the law of the State of Illinois, without giving effect to the choice of law provisions thereof.
9. **Entire Agreement.** This AGREEMENT incorporates by reference the entire agreement between the parties regarding its subject matter. No term of this AGREEMENT may be changed, waived, discharged, or terminated, in the absence of a written agreement with the appropriate approval of city council and signed by each of the parties to this AGREEMENT.

City of Blue Island

  
\_\_\_\_\_  
Mayor Domingo Vargas

Date: February 13, 2015

The Association

  
\_\_\_\_\_  
Tommy Brown, individually and as agent of  
Tommy A. Brown Sports Association

Date: February 13, 2015