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

**RESOLUTION
NUMBER 2018-031**

**A RESOLUTION APPROVING AND AUTHORIZING SETTLEMENT
AGREEMENT FOR IN RE PROCEEDINGS RELATING TO CITY OF
BLUE ISLAND BUSINESS AND LIQUOR LICENSE ISSUED TO
ISLAND SPORTS BAR AND GRILL, INC., 2018-BI-LLCC-01**

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

**DEXTER JOHNSON
LETICIA VIEYRA
NANCY RITA
TOM HAWLEY
BILL FAHRENWALD
CANDACE CARR
KENNETH PITTMAN**

**GEORGE POULOS
FRED BILOTTO
KEVIN DONAHUE
ALECIA SLATTERY
JANICE OSTLING
JAIRO FRAUSTO
NANCY THOMPSON**

Aldermen

RESOLUTION NO. 2018-031

A RESOLUTION APPROVING AND AUTHORIZING SETTLEMENT AGREEMENT FOR IN RE PROCEEDINGS RELATING TO CITY OF BLUE ISLAND BUSINESS AND LIQUOR LICENSE ISSUED TO ISLAND SPORTS BAR AND GRILL, INC., 2018- BI-LLCC-01

WHEREAS, the business and liquor licenses of Island Sports Bar and Grill, Inc. (“Licensee”), were revoked on May 29, 2018;

WHEREAS, the Licensee appealed the liquor license revocation of Island Sports Bar and Grill, Inc., 2018-BI-LLCC-01 (“LLCC Appeal”) to the Illinois Liquor Control Commission (“ILCC”) and the LLCC Appeal is currently pending before the ILCC;

WHEREAS, Licensee sought administrative review of the business revocation in the Circuit Court of Cook County, Illinois, County Department, Chancery Division and the administrative review entitled, ADAM SHORTER and ISLAND SPORTS BAR & GRILL, INC., Plaintiffs v. CITY OF BLUE ISLAND, BLUE ISLAND CITY COUNCIL, DOMINGO VARGAS, RANDY HEUSER, CARMINE BILOTTO, TOM HAWLEY, GEORGE POULOS, LETICIA VIEYRA, FRED BILOTTO, NANCY RITA, KEVIN DONAHUE, CANDACE CARR, ALECIA SLATTERY, JAN OSTLING, KEN PITTMAN, DEXTER JOHNSON, JAIRO FRAUSTO, NANCY THOMPSON, AND BILL FAHRENWALD, Defendants, Case. No. 18 CH 9251 (Business Appeal), is currently pending in the Circuit Court of Cook County; and

WHEREAS, the City and Licensee desire to settle all claims pursuant to the terms of the Settlement Agreement attached hereto as Exhibit A.

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

SECTION 1: The terms and conditions as shown in the settlement agreement for In Re Proceedings Relating to City of Blue Island Business and Liquor License Issued to Island Sports Bar and Grill, Inc., 2018- BI-LLCC-01 attached as Exhibit A to this Resolution, are hereby approved.

SECTION 2: 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.

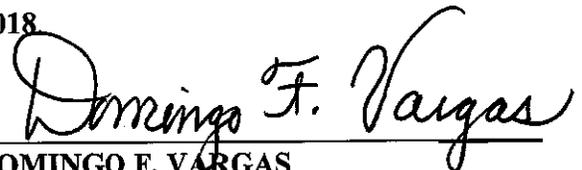
SECTION 3: This resolution shall be in full force and effect upon its passage and approval as required by law.

(Intentionally left blank)

ADOPTED this 13th day of November, 2018, pursuant to a roll call vote as follows:

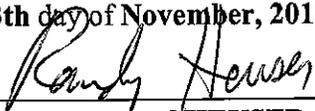
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto			X		
Alderman Rita	X				
Alderman Donahue			X		
Alderman Carr	X				
Alderman Slattery			X		
Alderman Ostling	X				
Alderman Pittman			X		
Alderman Johnson	X				
Alderman Frausto	X				
Alderman Thompson		X			
Alderman Fahrenwald			X		
Mayor Vargas					
TOTAL	8	1	5		

APPROVED by the Mayor on November 13, 2018



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

ATTESTED and Filed in my office this
 13th day of November, 2018.



RANDY HEUSER
CITY CLERK

CITY OF BLUE ISLAND, ILLINOIS
LOCAL LIQUOR CONTROL COMMISSIONER

IN RE: PROCEEDINGS RELATING TO)
CITY OF BLUE ISLAND BUSINESS)
LIQUOR LICENSE, ISSUED TO Island Sport)
Bar and Grill, Inc.,) No. 2018-BI-LLCC-01
LICENSEE)
)
LICENSED PREMISES LOCATED AT:)
)
Island Sports Bar and Grill, Inc.)
13414 Olde Western Ave.)
Blue Island, Illinois 60406)

SETTLEMENT AGREEMENT

1. The Mayor, on behalf of the City of Blue Island and in the capacity as Local Liquor Control Commissioner, will enter an order withdrawing the revocation of the Business and Liquor License held by Adam Shorter and Island Sports Bar and Grill, Inc., if:

- a. Adam Shorter sends to Legal Counsel for the City of Blue island a notarized letter addressed to the Mayor withdrawing and forfeiting the Business License and Liquor License of Island Sports Bar and Grill, Inc. effective March 31, 2018 stating as follows:

October _____, 2018

Dear Mayor Vargas:

I, Adam Shorter, President and sole corporate owner of Island Sports Bar and Grill, Inc. located at 13414 Olde Western Ave. Blue Island, Illinois 60406, effective March 31, 2018, withdraw and forever forfeit the business license and liquor license of Island Sports Bar and Grill, Inc.. I agree and understand that I, my spouse, or an entity of which I or my spouse are the owner, partner, shareholder or have management authority shall not, from this day forward, apply for or be granted a business or liquor license in the City of Blue Island.

Very truly yours,

Adam Shorter III, President
Island Sports Bar and Grill, Inc.

State of Illinois
County of _____

This instrument was acknowledged before me on _____
_____ (date) by _____ (name of
person).

(seal)

signature of notary public

- b. Adam Shorter III, as an individual, partner or beneficial owner or shareholder of Island Sports Bar and Grill, Inc., agrees and understands that at no time shall he or his spouse or any entity of which they have an ownership interest or management authority, from the date of the executed settlement agreement forward, apply for or be granted a business or liquor license in Blue Island, Illinois and will attest to same in a letter to the Mayor as indicated above in paragraph 1(a).
- c. Letters addressed to Randy Heuser, FOIA Officer, City of Blue Island, and signed by the FOIA requester are submitted to legal counsel for the City of Blue Island from:
- (i) Adam Shorter withdrawing the FOIA request dated April 17, 2018.
 - (ii) Yumeka Brown withdrawing the FOIA request dated April 5, 2018
 - (iii) Blake Horwitz withdrawing the FOIA request dated June 19, 2018
 - (iv) Jeff Grossich withdrawing the FOIA request dated June 21, 2018, July 17, 2018 and August 16, 2018

stating as follows:

_____ (Date)

I, _____ (Name of FOIA requester) withdraw the
FOIA request(s) dated _____ (dates indicated above for
each FOIA requester)

Signature of FOIA requester

- d. The following appeal/litigation matters are dismissed with prejudice:
- (i) IN RE: PROCEEDINGS RELATING TO CITY OF BLUE ISLAND BUSINESS LIQUOR LICENSE, ISSUED TO Island

Sport Bar and Grill, Inc., LICENSEE LICENSED PREMISES LOCATED AT: Island Sports Bar and Grill, Inc. 13414 Olde Western Ave. Blue Island, Illinois 60406. ILCC No. _____, APPEAL of LLCC # 2018-BI-LLCC-01, State Retail Liquor License #: 1A-0104408, pending before the Illinois State Liquor Control Commission; and

- (ii) ADAM SHORTER and ISLAND SPORTS BAR & GRILL, INC., Plaintiffs v. CITY OF BLUE ISLAND, BLUE ISLAND CITY COUNCIL, DOMINGO VARGAS, RANDY HEUSER, CARMINE BILOTTO, TOM HAWLEY, GEORGE POULOS, LETICIA VIEYRA, FRED BILOTTO, NANCY RITA, KEVIN DONAHUE, CANDACE CARR, ALECIA SLATTERY, JAN OSTLING, KEN PITTMAN, DEXTER JOHNSON, JAIRO FRAUSTO, NANCY THOMPSON, AND BILL FAHRENWALD, Defendants, Case. No. 18 CH 9251, pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division,

and copies of filed motions to dismiss and dismissal orders for both of the above referenced matters are sent to and received by Legal Counsel for the City of Blue Island.

- e. By signing this Settlement Agreement, Adam Shorter and Island Sports Bar and Grill, Inc. and their agents, attorneys, insurers, representatives, predecessors, successors, executors, heirs and assigns as well as any entity or person acting on their behalf or any other beneficial owner or shareholder of Island Sports Bar and Grill, Inc. fully and completely releases, acquits and forever discharges, the City of Blue Island and its Mayor, Local Liquor Commissioner, elected officials, attorneys, employees or agents ("Petitioners") from any and all past and present claims, demands, obligations, actions, causes of action, rights, liabilities, losses, damages, costs, fees, attorney's fees, liens, expenses, interest, and requests for compensation of any kind, whether based in contract, at law, in tort, in equity, or any theory of recovery, whether known or unknown, anticipated or unanticipated that Licensee ever had, has or may presently have against Petitioners arising from the beginning of time up to and including the date of this Settlement Agreement, including any demands, obligations, actions, causes of action, rights, liabilities, losses, damages, costs, fees, attorney's fees, liens, expenses, interest, and requests for compensation of any kind, whether based in contract, at law, in tort, in equity, or any theory of recovery, arising from and/or relating to Federal or State Litigation or Local or Administrative hearings, including but not limited to those matters that are the subject of the local or administrative hearings, and all related pleadings, claims for damages or relief of any description which Licensee has and/or may have arising out of or during the course of Licensee's interactions with the Petitioners, whether known or unknown, anticipated or unanticipated, including the date of this Settlement Agreement, including, but not limited to, any and all claims for damages or relief of any description under: (a) Section 1983 of the Civil Rights Act of 1964; (b) The Civil Rights Act of 1991; (c) The Civil Rights Act of 1866 (42 U.S.C. Section

1981 as amended); (d) any tort action; (e) any state or federal law covering discrimination, (f) administrative action or appeal to any court or agency or (g) any claim for attorney's fees made pursuant to any law or statute mentioned above or pursuant to 42 U.S.C. §1988 and 5 ILCS 140/11.

2. The order to be entered by the Mayor after execution of the agreement and after completion and compliance with paragraph 1 above including subparagraphs 1(a) through 1(f) will state as follows:

Pursuant to the terms of the settlement agreement entered into between the parties, the findings of fact and order of revocation entered on May 29, 2018 for Island Sports Bar and Grill, Inc. ("Licensee") shall be rescinded. The business and liquor license issued to Licensee is withdrawn and forfeited by the Licensee effective March 31, 2018. The Licensee and Adam Shorter III, beneficial owner, and his spouse as well as any entity to which they they have ownership interest or management authority are henceforth prohibited from applying and obtaining a business or liquor license in Blue Island, IL 60406.

3. Additionally, after execution of the agreement and after completion and compliance with paragraph 1 above including subparagraphs 1(a) through 1(f), the City will return to Blake Horwitz, Licensee's attorney, Check No. 4656 payable to the City of Blue Island from the Blake Horwitz Law Firm.

4. Adam Shorter and Island Sports Bar and Grill, Inc. by signing this agreement:

- a. Recognizes that the City must comply with the Illinois Freedom of Information Act.
- b. Understands that in the event of a breach of this agreement, the breaching party shall be responsible for any costs and attorneys fees, including attorneys fees to enforce the agreement, incurred by the non-breaching party."

5. It is the intent of the parties, Adam Shorter, Island Sports Bar and Grill, Inc. and Petitioners, to end any dispute between them pertaining to the matters described in this Agreement.

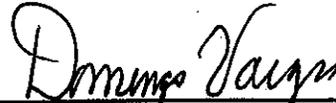
This Agreement should be broadly construed to achieve this intent. The terms, provisions,

representations, and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by law. If any term of this Agreement is found to be invalid or unenforceable, then such term shall be construed in a manner permitting its enforcement to the fullest extent allowed by the law. In any case, the remaining provisions of this Agreement other than those which have been held invalid, illegal, or unenforceable, shall not be affected or impaired and shall remain in full force and effect. This Agreement will not be construed either in favor of one party or against one party, but rather pursuant to the fair and reasonable interpretation of the language used.

CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.

**ISLAND SPORTS BAR AND GRILL, INC.
AND ADAM SHORTER**

CITY OF BLUE ISLAND



Adam Shorter, as Individual and President
Island Sports Bar and Grill, Inc.

Domingo Vargas, Mayor
City of Blue Island

Date: 10-24-2018

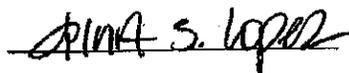
Date: 11-13-18

State of Illinois
County of Cook

State of Illinois
County of Cook

This instrument was acknowledged before me on
10/24/2018 (date) by
ADAM S. SHORTER (name
of person).

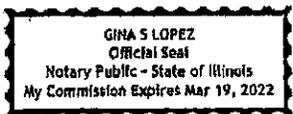
This instrument was acknowledged before
me on November 13, 2018 (date)
by DOMINGO VARGAS
(name of person).



signature of notary public

signature of notary public

(seal)



(seal)