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

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**RESOLUTION  
NUMBER 2021- 052**

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**A RESOLUTION OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, TO AUTHORIZE  
THE EXECUTION OF A SETTLEMENT  
AGREEMENT IN CASE NUMBER 19-CV-690**

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**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**

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**RESOLUTION NUMBER 2021-052**

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK  
COUNTY, ILLINOIS, TO AUTHORIZE THE EXECUTION OF A  
SETTLEMENT AGREEMENT IN CASE NUMBER 19-CV-690**

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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**, James Falco, the plaintiff, and Jeff Werniak and the City, the defendants, desire to execute a settlement agreement in Case Number 19-cv-690, 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 Settlement Agreement between James Falco and Jeff Werniak 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 to execute the Agreement,

the execution of which constitutes the approval by the City of any and all changes or revisions therein contained

**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 Proposal 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 23rd day of November, 2021, pursuant to roll call as follows:

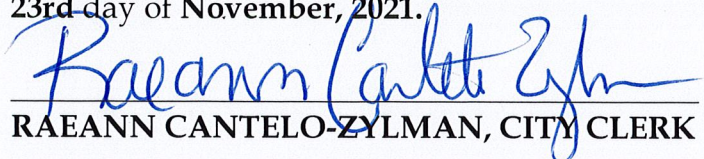
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON					X
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE			X		
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	5		1		1

APPROVED by the Mayor on November 23, 2021.



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

ATTESTED and Filed in my office this  
23rd day of November, 2021.



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 **RESOLUTIONS: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE THE EXECUTION OF A SETTLEMENT AGREEMENT IN CASE NUMBER 19-CV-690.**

**RESOLUTION NO. 2021-052** which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **23rd day of November, 2021**; 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 **5** Alderman voted Aye and **0** Alderman voted Nay and **1** 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 **23rd** day of **November, 2021**.

CORPORATE SEAL

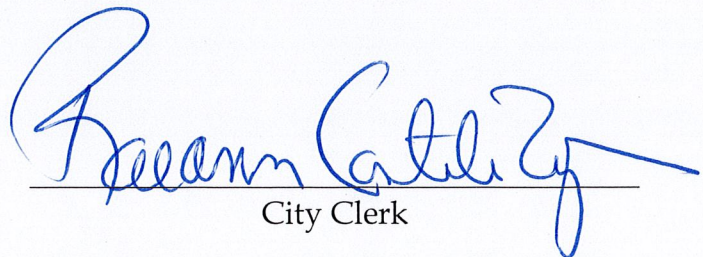
  
\_\_\_\_\_  
City Clerk

Exhibit A

*Settlement Agreement*

(see attached)

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

JAMES FALCO,

Plaintiff,

v.

CITY OF BLUE ISLAND, a municipal  
corporation, JEFF WERNIAK,  
a Blue Island Police Detective,

Defendants.

No. 19-cv-00690

Honorable Judge Martha M. Pacold

**RELEASE AND SETTLEMENT AGREEMENT**

Plaintiff JAMES FALCO (hereinafter "*Plaintiff*") and Defendants, CITY OF BLUE ISLAND AND JEFF WERNIAK, by and through its attorneys, Montana & Welch, LLC, ("*Defendants*," collectively the "*Parties*"), herein stipulate and agree to the following:

1. This action, 19 CV 690, filed in the United States District Court for the Northern District of Illinois, Eastern Division, has been brought by Plaintiff against Defendant City and Defendant Werniak, and makes certain allegations contained in Plaintiff's Complaint and the Amendments thereto.

2. Defendants deny each and every allegation of wrongdoing as stated in Plaintiff's Complaints, and, further, deny liability.

3. The Parties acknowledge that settlement of this claim is not an admission of liability or illegal conduct by or on the part of any Party and shall not serve as evidence or notice of any wrongdoing by or on the part of any Party. The Parties further agree that this settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy.

4. The Parties agree that they shall not use this settlement as notice of misconduct on the part of any Party for any other purpose in any other litigation, and that any such use is inconsistent with the terms of this Release and Settlement Agreement.

5. In consideration for the settlement and release set forth herein, Defendants, jointly and severally, shall pay Plaintiff in the total amount of FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$45,000.00), with each side bearing its own costs and attorneys' fees. The payment will be made by check payable to Plaintiff and Plaintiff's counsel. Plaintiff shall be solely responsible for the payment of any unreleased lien claimants of which they have notice, and shall indemnify Defendants and hold them harmless from any such claims.

6. Within five days of completion of the payment set forth in Paragraph 5, the Parties agree to jointly dismiss with prejudice all of the claims in the above-captioned case with each side bearing its own costs and attorneys' fees.

7. Defendants agree to make the payment set forth in Paragraph 5 within fourteen (14) days after the approval of this Agreement by the Mayor and Aldermen of the City of Blue Island in open session.

8. This Agreement must be approved in an open City Board meeting and is also subject to disclosure pursuant to the Illinois Freedom of Information Act, and is therefore not confidential. However, the Parties agree not to disclose confidential information disclosed in the action.

9. None of the Parties shall make any oral or written statement about another Party which is intended or reasonably likely to disparage the other Party, or otherwise degrade the other Party's reputation in the community.

10. Plaintiff agrees to indemnify and hold harmless the Defendants, and their future, current, or former officers, agents, trustees and employees including, from any claims, losses,



damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Plaintiff pursuant to this Release and Settlement Agreement.

11. Plaintiff hereby releases and forever discharges on behalf of himself and his heirs, executors, administrators and assigns, all claims he had or has against the Defendants including but not limited to all claims he had, has or may have in the future, under local, state, or federal law, arising either directly or indirectly out of the incident which was the basis of this litigation, and that such release and discharge also is applicable to any and all unnamed and/or unserved Defendants.

12. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a Party merely because that Party is or was the principal drafter.

13. In entering into this Release and Agreement, the Parties represent that they were represented by attorneys of their own choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to the Parties by their respective attorneys, and that those terms are fully understood and voluntarily accepted by the Parties. Plaintiff also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that Plaintiff and his attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified herein, and that he has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

14. All Parties agree to cooperate fully and to execute a stipulation of dismissal and any and all supplementary documents and to take all additional actions which are consistent with and

which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

15. This Settlement Agreement may be executed in any number of signature page counterparts transmitted via facsimile or e-mail, any one of which need not contain the signature of more than one Party but all such counterparts taken together shall constitute one and the same Settlement Agreement.

16. This Release and Settlement Agreement constitutes the only agreement between the Parties relating to the subject matter hereof and thereof and supersede all previous writings and understandings.

17. When possible, each provision of this Release and Settlement Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Release and Settlement Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Release and Settlement Agreement.

18. No amendment, modification or supplement of any provisions of this Settlement Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

19. Each person who signs this Release and Settlement Agreement on behalf of a Party represents that he or she has received from his or her client full authority to execute this Release and Settlement Agreement on the Party's behalf, and that his or her client has agreed to be bound by all

such terms.



JAMES FALCO  
Plaintiff

3549 n. Orange ST  
Address

10-15-1973  
Date of Birth

11-21  
Date

CITY OF BLUE ISLAND and JEFF WERNIAK,  
Defendants

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Date