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

**RESOLUTION
NUMBER 2022-031**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A RELEASE AND SETTLEMENT
AGREEMENT IN CASE NUMBER 21-CV-2868**

**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 2022-031

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A
RELEASE AND SETTLEMENT AGREEMENT IN CASE NUMBER 21-CV-2868**

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, Mahli Atwater, the plaintiff, and Sgt. David Nedved, Officers Fox, Doolan Holwell, Mauricio and the City, the defendants, desire to execute a Release and Settlement Agreement in Case Number 21-cv-2868, 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 Release and Settlement Agreement between Mahli Atwater and Sgt. David Nedved, Officers Fox, Doolan Holwell, Mauricio 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.

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 Agreement 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)

Exhibit A

Release and Settlement Agreement

(see attached)

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

MAHLI ATWATER,)	
)	
Plaintiff,)	
)	No. 21-cv-02868
v.)	
)	Honorable Judge Thomas M. Durkin
CITY OF BLUE ISLAND, a municipal)	
corporation, Ofc. Fox; Ofc. J. Doolan;)	
Sgt. David Nedved #215; Ofc. B. Holwell;)	
And Ofc. J. Mauricio,)	
)	
Defendants.)	

RELEASE AND SETTLEMENT AGREEMENT

Plaintiff Mahli Atwter (hereinafter "*Plaintiff*") and Defendants, City of Blue Island, Ofc. Fox, Ofc. J. Doolan, Sgt. David Nedved, Ofc. B. Holwell, and Ofc. J. Mauricio, by and through their attorneys, Montana & Welch, LLC, ("*Defendants*," collectively the "*Parties*"), herein stipulate and agree to the following:

1. This action, 21 CV 2868, filed in the United States District Court for the Northern District of Illinois, Eastern Division, has been brought by Plaintiff against Defendants, and makes certain allegations contained in Plaintiff's Complaint.
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 shall pay Plaintiff in the total amount of TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00), 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 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 seven (7) days after the approval of this Agreement by the Mayor and Aldermen of the City of Blue Island in open session and receipt of this Release and Settlement agreement executed by Plaintiff, whichever occurs later.

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

16. 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.

17. 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.

MAHLI ATWATER
Plaintiff

Address

Date of Birth

Date

ADOPTED this 9th day of **August, 2022**, 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		2		

APPROVED by the Mayor on **August 9, 2022**.

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

ATTESTED and Filed in my office this
9th day of **AUGUST, 2022**.

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.

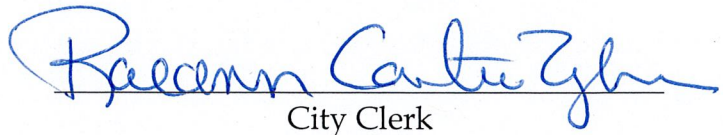
I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A RELEASE AND SETTLEMENT AGREEMENT IN CASE NUMBER 21-CV-2868.**

RESOLUTION NO. 2022-031 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **9th day of August, 2022**; that at said meeting **5** 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 **0** Alderman voted Abstain and **2** 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 **9th day of August, 2022**.

CORPORATE SEAL


City Clerk

