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

**RESOLUTION
NUMBER 2022-058**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A RELEASE AND SETTLEMENT
AGREEMENT IN CASE NUMBER 20-L-5547**

**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 2022-058

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A
RELEASE AND SETTLEMENT AGREEMENT IN CASE NUMBER 20-L-5547**

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, Sherry Pinkston, the plaintiff, and the City, the defendant, desire to execute a Release and Settlement Agreement in Case Number 20-L-5547, 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 Sherry Pinkston 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)

ADOPTED this 13th day of **December, 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 **December 13, 2022**.

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

ATTESTED and Filed in my office this
13th day of **DECEMBER, 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.

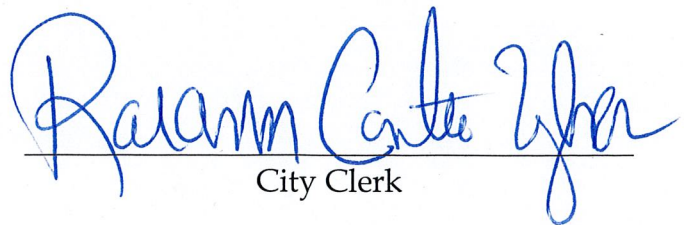
I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A RELEASE AND SETTLEMENT AGREEMENT IN CASE NUMBER 20-L-5547.**

RESOLUTION NO. 2022-058 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **13th day of December, 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 **13th** day of **December, 2022**.

CORPORATE SEAL



City Clerk

Exhibit A

Release and Settlement Agreement

(see attached)

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

| | | |
|--------------------------------------|---|------------------------|
| SHERRY J. PINKSTON, |) | |
| |) | |
| Plaintiff, |) | |
| |) | Case No. 2020 L 005547 |
| vs. |) | |
| |) | |
| THE CITY OF BLUE ISLAND, a Municipal |) | |
| Corporation |) | |
| |) | |
| Defendants. |) | |

RELEASE AND SETTLEMENT AGREEMENT

Plaintiff, SHERRY J. PINKSTON (hereinafter “Plaintiff”), and Defendant, THE CITY OF BLUE ISLAND (hereinafter the “City”), herein stipulate and agree to the following:

1. This action, 2020 L 005547, filed in the Circuit Court of Cook County, has been brought by Plaintiff against the Defendant and makes certain allegations contained in the Complaint at Law and the amendments thereto.
2. Defendant City denies each and every allegation of wrongdoing as stated in Plaintiff’s complaint and the amendments thereto, and, further, denies 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 the Defendant City and shall not serve as evidence or notice of any wrongdoing by or on the part of the Defendant City. The parties further acknowledge that settlement is made to avoid the uncertainty of the outcome of trial, the expense, time, and money of trial, and for the purpose of judicial economy.
4. Plaintiff accepts a settlement from Defendant City in the amount of TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00), with each side bearing its own costs and attorneys’ fees.

5. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, Plaintiff dismissed with prejudice all of her claims against the Defendant City. Each side was to bear its own costs and attorneys' fees.

6. Plaintiff will also dismiss Defendant Martin Robitz individually from the litigation with prejudice.

7. Defendant City agrees to pay Plaintiff the total settlement amount after receipt by the City's Attorney's office of a file-stamped copy of the Agreed Order of Dismissal of the City pursuant to Settlement and within thirty (30) days after the approval of the agreement by the City of Blue Island's City Council in open session. This sum shall be payable solely by the City. The settlement check will be made payable to Plaintiff, and her/his attorneys, _____. Plaintiff shall be solely responsible for the payment of any unreleased lien claimants of which they have notice and confirms, warrants, and guarantees that she will satisfy all outstanding liens from the settlement proceeds, whether known or unknown to the Defendant or its attorneys, and shall indemnify Defendant and hold it harmless from any such claims.

8. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, Plaintiff agrees to indemnify and hold harmless the Defendant City, and its future, current, or former officers, agents, trustees and employees from any claims, losses, damages or expenses, including but not limited to medical expenses, or liens, 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 under this settlement entered pursuant to this Release and Settlement Agreement. In the event that indemnity is sought by the City, the Plaintiff has a right to choose counsel relating to the same.

9. Should any Medicaid or Medicare lien(s) currently exist or come to exist at any point in time within the next thirty (30) months from the date of the execution of this release related to injuries resulting from the aforesaid occurrence, the undersigned hereby agrees to indemnify, reimburse, and hold harmless the CITY OF BLUE ISLAND their heirs, executors, attorneys, administrators, agents, trustees and assigns of and from any and all said lien(s), in the event that the lien(s) amount(s) are sought to be satisfied from the CITY OF BLUE ISLAND and their heirs executors, attorneys, administrators, agents, trustees and assigns. If indemnity is sought, the Plaintiff has a right to choose counsel relating to the same. In the event that indemnity is sought by the City, the Plaintiff has a right to choose counsel relating to the same.

10. Plaintiff, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, plaintiff does hereby release and forever discharge on behalf of herself and her heirs, executors, administrators and assigns, all claims she had or has against the Defendant City including but not limited to all claims she 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.

11. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws.

12. In entering into this Release and Agreement, Plaintiff represents that the terms of this Release and Settlement Agreement have been interpreted, completely read and that those terms are fully understood and voluntarily accepted by Plaintiff. 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 has the sole right and exclusive authority to execute this Release and Settlement

Agreement and receive the sums specified herein, and she has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

13. The amount paid as herein recited is the sole consideration for this settlement, and it is expressly understood and agreed that in executing this release Plaintiff does not rely upon any statement of any physician or any other person as to what the physical condition of the Plaintiff is or will be in the future, as a result of said injuries, and it is fully understood that the consideration received in this release is in full settlement of all injuries and damages, known and unknown, suspected or unsuspected.

14. The Parties' settlement agreement and all Parties' obligations pursuant to this Release and Settlement Agreement are contingent upon Court approval of the dismissal order for this cause of action.

15. This Agreement contains the entire agreement among the parties with regard to the settlement of this action, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

16. In entering into this Agreement, Plaintiff represents that she has relied upon the advice of her attorney and that the terms of this Agreement have been explained to her by her attorney and that those terms are fully understood and voluntarily accepted by Plaintiff. Plaintiff also represents and warrants that, to the best of her knowledge, no other person or entity has or has had any interest in the claims or causes of action referred to herein, that she and her attorney have the sole right and exclusive authority to execute this Agreement and receive the sums specified herein, and that she has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

17. All parties agree to cooperate fully and to execute this Release and Settlement Agreement, Stipulations to Dismiss 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 Agreement.

18. Each of the Parties shall be responsible for the payment of their own costs and attorneys' fees in preparing and entering into this Agreement. However, in any action to enforce this Agreement or to declare the Parties' rights hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs of litigation.

19. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications; and to this end the provisions of this Agreement are declared and understood to be severable.

20. The parties also warrant that they have the legal authorization to enter into and sign this Agreement.

21. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

22. The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever and further any additional claims arising out of the foresaid incident.

SHERRY PINKSTON
Plaintiff

Date

Notary Authentication



CITY OF BLUE ISLAND
Defendant

Date

Notary Authentication