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

**RESOLUTION
NUMBER 2023- 015**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A SETTLEMENT
AGREEMENT RELATING TO 2019 L 002008**

**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 2023- 015

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A
SETTLEMENT AGREEMENT RELATING TO 12751 LINCOLN**

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, Carolyn Whiteside, the plaintiff, and the City of Blue Island, defendant, desire to execute a Release and Settlement Agreement in Case Number 19-L-002008, 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 Carolyn Whiteside 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.

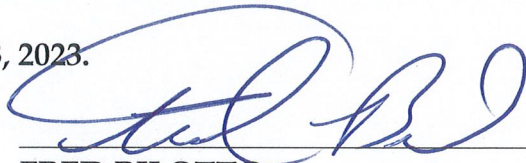
Section 7. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this 13RD day of JUNE, 2023, pursuant to roll call as follows:

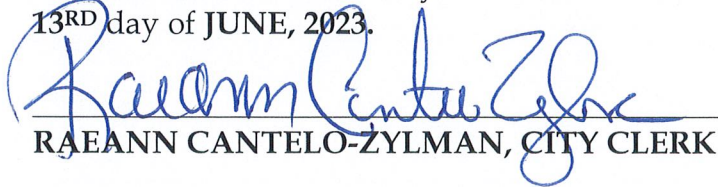
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA			X		
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

APPROVED by the Mayor on JUNE 13, 2023.



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

ATTESTED and Filed in my office this
13RD day of JUNE, 2023.



RAEANN CANELO-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.

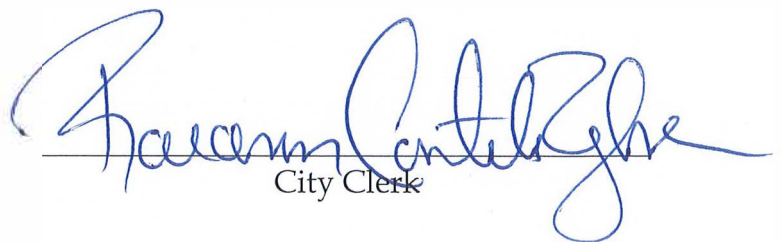
I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A SETTLEMENT AGREEMENT RELATING TO 2019 L 002008.**

RESOLUTION NO. 2023-015 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **13TH of June, 2023**; 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 **6** Alderman voted Aye and **0** Alderman voted Nay and **0** 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 **13th day of June, 2023**.

CORPORATE SEAL



City Clerk

Exhibit A

Settlement Agreement

(see attached)

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

CAROLYN WHITESIDE,)	
)	
Plaintiff,)	
)	Case No. 2019 L 002008
vs.)	
)	
THE CITY OF BLUE ISLAND, a Municipal)	
Corporation,)	
)	
Defendant.)	

RELEASE AND SETTLEMENT AGREEMENT

Plaintiff, CAROLYN WHITESIDE (hereinafter “Plaintiff”), by and through her attorneys, The Law Office of Bradley T. Cheskes, and Defendant, CITY OF BLUE ISLAND (hereinafter “Defendant”) by and through their attorneys, Montana & Welch, LLC, herein stipulate and agree to the following:

1. This action, 19 L 002008, filed in the Circuit Court of Cook County, Law Division, has been brought by Plaintiff against the Defendant and makes certain allegations contained in Plaintiff’s Complaint at Law and the amendments thereto.
2. Defendant denies each and every allegation of wrongdoing as stated in plaintiff’s complaint and the amendments thereto, and, further, denies liability.
3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability or illegal conduct by or on the part of the Defendant and shall not serve as evidence or notice of any wrongdoing by or on the part of the Defendant. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of litigation, the expense, time, and money of further litigation, and for the purpose of judicial economy. Plaintiff and her attorneys agree that they or any firm with which said attorney is

affiliated or may later become affiliated shall not use this settlement as notice of misconduct on the part of the Defendant or for any other purpose in any other litigation, and that any such use is inconsistent with the terms of this Release and Settlement Agreement.

4. Plaintiff accepts a settlement from Defendant in the amount of SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00), 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, and upon advice of counsel, Plaintiff agrees to withdraw her complaint and dismiss with prejudice all of her claims, with each side bearing its own costs and attorneys' fees.

6. Defendant agrees to pay Plaintiff the total settlement amount after receipt by the City attorney's office of a file-stamped copy of the Agreed Order of Dismissal and within thirty (30) days after the approval of the agreement by the City of Blue Island City Council in open session. This sum shall be payable solely by the City. Plaintiff and/or her attorney agree that they will not seek payment from any other source. The settlement check will be made payable to Carolyn Whiteside & the Law Office of Bradley T. Cheskes. Plaintiff shall be solely responsible for the payment of any unreleased lien claimants of which they have notice, and shall indemnify Defendant and hold it harmless from any such claims.

7. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiff agrees to indemnify and hold harmless the Defendant, and its future, current, or former officers, agents, trustees and employees from any claims, losses, damages or expenses, including but not limited to attorneys' fees and costs, 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.

8. Plaintiff, upon advice of counsel, 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 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, and that such release and discharge also is applicable to any and all unnamed and/or unserved Defendants.

9. 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.

10. In entering into this Release and Agreement, Plaintiff represents that she has relied upon the advice of her attorneys, who are the attorneys of her own choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to her by her attorneys, 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 and her attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

11. 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.

12. 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.

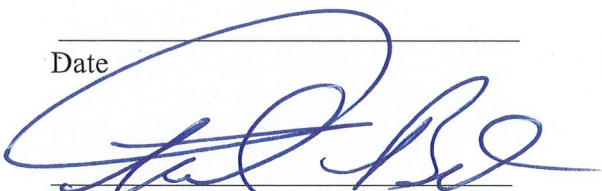
13. All parties agree to cooperate fully and to execute the dismissal order and any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

CAROLYN WHITESIDE
Plaintiff

THE LAW OFFICE OF BRADLEY T. CHESKES

Date

Date



CITY OF BLUE ISLAND
Defendant

By: _____

Its: _____

Date: _____

...of any
... ..
... ..
... ..

17. The undersigned hereby declares that the terms of this settlement agree with
completely and are fully understood and voluntarily accepted for the purpose of making a
and final compromise adjustment and settlement of any and all claims, demands or demands
account of the injuries and damages above mentioned, and for the expense of preparing
thereof and for any additional claims arising out of the facts involved.

18. All parties agree to cooperate fully and to execute the necessary action and any and all
supplementing 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.

Candace M. Williams
CANDACE M. WILLIAMS
Attorney

THE LAW OFFICE OF BRADLEY W. GROSS & ES

[Signature]
Date

Date

STATE OF CALIFORNIA
County of ...