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

**RESOLUTION
NUMBER 2024 - 002**

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A SETTLEMENT AGREEMENT AND GENERAL
RELEASE BY AND BETWEEN CAROLYN ELLERSON AND RUTH
CARSON AND THE CITY OF BLUE ISLAND, ILLINOIS FOR THE
RESOLUTION OF CIVIL LITIGATION**

**FRED BILOTTO, Mayor
REANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

RESOLUTION NO. 2024- 002

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A SETTLEMENT AGREEMENT AND GENERAL RELEASE
BY AND BETWEEN CAROLYN ELLERSON AND RUTH CARSON AND THE CITY
OF BLUE ISLAND, ILLINOIS FOR THE RESOLUTION OF CIVIL LITIGATION**

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, Plaintiffs have filed a lawsuit in the Circuit Court of Cook County, Illinois, entitled *Carolyn Ellerson and Ruth Carson v. The City of Blue Island, and Nancy Bailey*, Case No 2021 L 009146, asserting personal injury and property damage as a result of an alleged vehicular police pursuit that caused a third-party offender to collide into the Plaintiffs’ residence, located at or about 1356 West Vermont Avenue, Calumet Park, Illinois, occurring on or about September 14, 2020 (“Lawsuit”); and

WHEREAS, the City desires to settle and resolve the claims being asserted by Plaintiffs in the lawsuit; and

WHEREAS, the City expressly denies the allegations and any liability or wrongdoing with respect to the allegations asserted in Plaintiffs’ Lawsuit; and

WHEREAS, the Aldermen and Mayor of the City deems it to be in the best interest of the City to enter into a Settlement Agreement and General Release.

NOW, THEREFORE, BE IT RESOLVED by the Aldermen and Mayor of the City of Blue Island, Cook County, Illinois, as follows:

Section 1. That certain Settlement Agreement and General Release between Carolyn Ellerson and Ruth Carson and the City of Blue Island, attached hereto as **Exhibit A**, is hereby approved in substantially the form presented to the Aldermen and Mayor of the City with such necessary non-material changes as may be authorized by the Mayor.

Section 2. The Mayor is hereby authorized and directed to execute, and the City Clerk to attest, on behalf of the City, said Settlement Agreement and General Release.

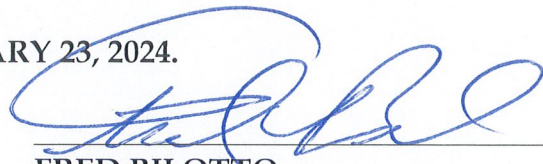
Section 3. This Resolution shall be in full force and effect upon its passage and approval in accordance with the law.

(Left intentionally blank)

ADOPTED this 23rd day of JANUARY, 2024, pursuant to roll call as follows:

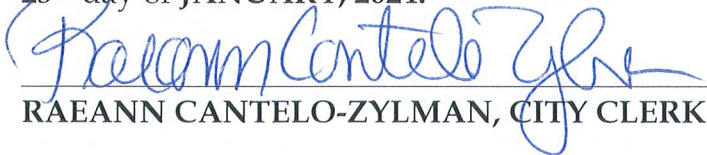
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE			X		
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

APPROVED by the Mayor on JANUARY 23, 2024.



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 JANUARY, 2024.



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 APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT AND GENERAL RELEASE BY AND BETWEEN CAROLYN ELLERSON AND RUTH CARSON AND THE CITY OF BLUE ISLAND, ILLINOIS FOR THE RESOLUTION OF CIVIL LITIGATION.**

RESOLUTION NO. 2024-002 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **23rd of January, 2024**; 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 **23rd** day of **January, 2024**.

CORPORATE SEAL



City Clerk

EXHIBIT A

SETTLEMENT AGREEMENT AND GENERAL RELEASE

(see attached)

SETTLEMENT AGREEMENT
AND GENERAL RELEASE

This Settlement Agreement and General Release (“Settlement Agreement”) is made and entered into by and between Carolyn Ellerson and Ruth Carson (collectively, “Plaintiffs”) and the City of Blue Island, a municipal corporation and Nancy Bailey individually, and as agent of the City of Blue Island (collectively, “City”).

WHEREAS, Plaintiffs have filed a lawsuit in the Circuit Court of Cook County, Illinois, entitled *Carolyn Ellerson and Ruth Carson v. The City of Blue Island, and Nancy Bailey*, Case No 2021 L 009146, asserting personal injury and property damage as a result of an alleged vehicular police pursuit that caused a third-party offender to collide into the Plaintiff’s residence, located at or about 1356 West Vermont Avenue, Calumet Park, Illinois, occurring on or about September 14, 2020 (“Lawsuit”); and

WHEREAS, the City expressly denies the allegations and any liability or wrongdoing with respect to the allegations asserted in Plaintiffs’ Lawsuit; and

WHEREAS, the Plaintiffs have employed and have the benefit of counsel of the law firm of the Law Offices of C. Norris Law Group in the Lawsuit and in relation to this Settlement Agreement; and

WHEREAS, the City has employed and had the benefit of counsel of the law firm of Storino, Ramello & Durkin as their attorneys for the defense of the Lawsuit and in relation to this Settlement Agreement; and

WHEREAS, each party has entered into this Settlement Agreement freely, voluntarily, willingly, knowingly, and intelligently, without being under the influence of any force or coercion of any kind, and the terms of this Settlement Agreement are the result of negotiation and discussion by and between Plaintiffs and the City’s respective attorneys based on full and fair disclosure of all relevant facts; and

WHEREAS, each party expressly states that no representation has been made by any other party other than which is contained in this Settlement Agreement, and after carefully considering the terms of this Settlement Agreement, each party states that they do not regard this Settlement Agreement to be unconscionable; and

WHEREAS, Plaintiffs and the City in consideration of the obligations hereinafter undertaken, wish to settle and terminate the issues of the Lawsuit, to resolve and discharge as between Plaintiffs and the City, and each of them, all liabilities, disputed issues, claims, demands, actions or causes of action arising out of the Lawsuit, to purchase peace, avoid further legal costs and wish to terminate the Lawsuit pursuant to the terms and provisions expressed herein; and

WHEREAS, Plaintiffs and the City have entered into this Settlement Agreement to settle, compromise, release and dismiss all claims pending between the parties hereto in the Lawsuit, acknowledge that settlement herein is not an admission of liability of illegal conduct by any party

and that this settlement is made to avoid the uncertainty of litigation and the expense in time and money of further litigation and for the purpose of judicial economy.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the adequacy of which is stipulated by the parties, it is hereby agreed as follows:

- 1. Incorporation of Preamble.** The facts and statements contained in the preambles to this Settlement Agreement are found to be true and correct and are hereby adopted as part of this Settlement Agreement.
- 2. Payment of Consideration.** The City agrees to cause payment to be made to C. Norris Law Group, LLC, Carolyn Ellerson and Ruth Carson by way of delivery to Plaintiffs' attorney within fourteen (14) business days following the complete execution of this Settlement Agreement of a check in the amount of \$13,000.00 (Thirteen Thousand and 00/100 Dollars) to completely settle and resolve Plaintiffs' claims arising from the Lawsuit Plaintiffs have against the City pursuant to the terms and conditions contained in this Settlement Agreement.
- 3. Release.** In consideration of the promises and payments made pursuant to this Settlement Agreement, upon payment as set forth in paragraph 2 above, Plaintiffs do hereby release, acquit and forever discharge the City and Nancy Bailey, individually, and as agent of the City of Blue Island, and each of its agents, servants, employees, representatives, partners, affiliates, officers, aldermen, successors and/or assigns from any and all actions or causes of action arising from the Lawsuit, including, but, not limited to, tort claims, contract claims and statutory claims, and all grievances, exemplary and punitive damages, expenses, fees, attorneys' fees or costs, the payment of debts, obligations, interest and any and all liabilities whatsoever regarding the matters alleged in the Lawsuit. The payments pursuant to this Settlement Agreement specifically includes payment for any property damage and personal injuries sustained by Plaintiffs and any and all liens or claims, by whoever made, for or on account of any subrogee, doctor, hospital and medical services, U.S. claim or lien including, but not limited to, Medicare, the Illinois Department of Public Aid, attorneys' liens, and liens or claims for sums paid under any Workers' Compensation Act. In consideration for payment made hereunder, Plaintiffs further agree: (1) to make payment of and to be solely responsible for any and all liens or claims growing out of the incident in question, and (2) to indemnify and hold harmless the City and its agents, attorneys, servants, employees, successors, successor corporations, assigns, heirs, executors, and administrators, from any such liens or claims and all attorney fees and expenses and court costs incurred in enforcing the indemnity and hold harmless agreement. Notwithstanding the foregoing, Plaintiffs do not release or discharge the City from its obligation under or breach of this Settlement Agreement.
- 4. For Settlement Only.** Each of the parties' obligations specified herein are made solely for the purposes of terminating and completely resolving all claims between Plaintiffs and the City concerning the Lawsuit. Nothing in this Settlement Agreement is intended

or should be construed as an admission that the City or any of their current and former officers, employees or agents is liable for any act or inaction, violated any law or committed any wrongdoing whatsoever, it being understood that Plaintiffs and the City and their officers, employees and agents each expressly denies any wrongdoing or liability, and enters into this Settlement Agreement amicably to resolve all disputes arising from the Lawsuit.

5. **Authority for Settlement Agreement.** Plaintiffs and the City each hereby represents and warrants that they have the power and authority to enter into this Settlement Agreement. The City is required to submit this Settlement Agreement for approval to the City Council in order for it to execute the Settlement Agreement, which it anticipates will occur at the next meeting scheduled to occur on January 23, 2024.
6. **Fees and Costs.** Each party shall pay its own costs, expenses, attorneys' fees, consultants' fees and witness fees incurred.
7. **Execution of Settlement Agreement.** This Settlement Agreement may be executed separately by the parties hereto and they may be transmitted by way of facsimile and/or electronic scan, however, such separate executions of the Settlement Agreement shall be considered to be complete and binding once transmitted by the parties' counsel.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on the respective dates set forth below.

Plaintiffs:

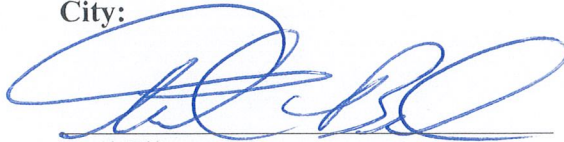
Carolyn Ellerson

Date: _____

Ruth Carson

Date: _____

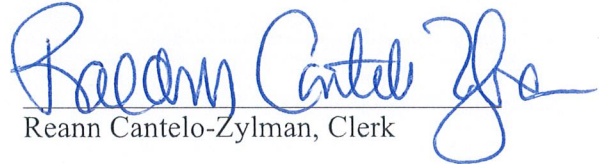
City:



Fred Bilotto, Mayor

Date: 1-23-24

Attest:



Reann Cantelo-Zylman, Clerk