

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
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Kathleen Fuentes
Mitchell Milenkovic

Village Trustees
Mary Hrejsa
Sam Savopoulos

James Lazansky
Jeff White



Deborah E. Morelli
Village President

Kurt Kasnicka
Village Treasurer

Audrey McAdams
Village Clerk

REGULAR MEETING BOARD OF TRUSTEES

Tuesday, May 3, 2016

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Approve Resolution 08-2016, "A Resolution Authorizing and Approving the Settlement of Litigation and Execution of Settlement Agreement in the Case C. Vetro V. Village of Stickney, For the Village of Stickney"
7. Grant permission to the Stickney American Legion to conduct their Poppy Days Solicitation May 22-May 29, 2016 in the Village of Stickney
8. Appointments to the Trustee Committees
9. Appointments of Department Heads
 - a. Police Chief
 - b. Fire Chief
 - c. Public Works Supervisor
 - d. TreasurerAppointment of Deputy Clerk Appointment by Village Clerk
10. Inspector Appointments
 - a. Building Inspector
 - b. Plumbing Inspector
 - c. Electrical Inspector
11. Professional Appointments
 - a. Village Attorney
 - e. Village Prosecutor
 - f. Village Adjudicator

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- 12. (None) Appointment to the Zoning Board and Zoning Board of Appeals**
- 13. Appointment to the Police Pension Board**
- 14. Appointment of the Police & Fire Commissioner**
- 15. Appointment to Executive Safety Committee**
- 16. Appointments to the Emergency Telephone System Board (911)**
- 17. Appointment to the Tree Board**
- 18. Appointments to the Parks and Recreation Committee**

- 19. Report from the President**
- 20. Report from the Clerk**
- 21. Trustee Reports/Committee Reports**
- 22. Reports from Department Heads**
- 23. Public Comments**
- 24. Adjournment**

Posted April 28, 2016

April 19, 2016

**State of Illinois
County of Cook
Village of Stickney**

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, April 19, 2016 at 7:00 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

**Upon the roll call, the following Trustees were present:
Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White**

Trustee Milenkovic moved, duly seconded by Trustee White, to approve the minutes of the previous regular session on Tuesday, April 5, 2016.

**Upon the roll call, the following Trustees voted:
Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White
Nays:
Mayor Morelli declared the motion carried.**

Trustee White moved, duly seconded by Trustee Savopoulos that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

**Upon the roll call, the following Trustees voted:
Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White
Nays: None
Mayor Morelli declared the motion carried.**

Trustee Lazansky moved, duly seconded by Trustee Fuentes to accept the report from the Illinois Department of Revenue for sales tax collected for the month of January, 2016 indicating the sum of \$32,319.24.

**Upon the roll call, the following Trustees voted:
Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White
Nays: None
Mayor Morelli declared the motion carried.**

Trustee White moved, duly seconded by Trustee Savopoulos to accept the report from the Illinois Department of Transportation for the month of March, 2016 in the amount of \$12,821.85.

**Upon the roll call, the following Trustees voted:
Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White
Nays: None
Mayor Morelli declared the motion carried.**

Trustee Milenkovic moved, duly seconded by Trustee Savopoulos to approve engineer's recommendation to pay \$9,214.05 to the State of Illinois for Ridgeland Avenue MFT-Section #09-00054-00-RS: IDOT Invoice #109593

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Lazansky moved, duly seconded by Trustee Savopoulos to pass and approve Ordinance 2016-09, "An Ordinance Authorizing and Approving the Purchase of two Police Pursuit Vehicles"

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Prior to the vote Police Chief John Sladetz explained that we are buying a couple of Dodge Chargers. He learned that some of the problems they experienced with the original Chargers have been ironed out. He had learned good things about them. The one duty squad that we are replacing will allow us to transfer existing equipment from the old squad to this new one. The other new one will have a detective package on it and will be used for administrative and detective work. Our duty squads are doing well. We bought the last chargers from Thomas Dodge. This latest purchase saved us \$75.00.

Trustee White moved, duly seconded by Trustee Hrejsa to pass and approve Ordinance 2016-10, "An Ordinance Authorizing and Approving a Certain Agreement with T-Mobile USA Tower LLC for the Village of Stickney

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Savopoulos moved, duly seconded by Trustee Fuentes to pass and approve Ordinance 2016-11. "An Ordinance Amending the Zoning Ordinance Regarding the Regulation of Firearms Retailers and Gun Ranges

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

After the vote Mayor Morelli asked Trustee Savopoulos if he had any information to provide concerning the zoning changes. He mentioned that we are just putting restrictions on gun dealers. The clerk added in that she has received Freedom of Information pertaining to a gun dealer. . . .near a day care center.

Trustee Savopoulos moved, duly seconded by Trustee Hrejsa to pass and approve Ordinance 2016-12, "An Ordinance Amending the Zoning Ordinance Regarding the Permitted and Special Uses in the Business District.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Prior to the vote, Trustee White asked Village Attorney Michael Del Galdo to explain. We were told that this was originally referred to the Zoning Board prior to his retention as the Village Attorney. It is the result of a prior text amendment. So when the Village abolished its commercial district and merged it into the business district it didn't apply into the code for certain uses that previously existed. So certain businesses essentially were zoned out of existence and made their properties legal non-conforming uses. The village was contacted by a number of businesses saying that it could hurt the value or their ability to sell it. It was inadvertent. The previous attorney didn't mean to negatively affect these businesses. What this ordinance does is it adds back those businesses district, those commercial uses that should have been added originally, but there was discussion about car washes. Car washes remain a special use under the code. The Stickney Auto was affected by this and their uses will be added in.

Trustee Lazansky moved, duly seconded by Trustee Hrejsa to pass and approve Ordinance 2016-13, "An Ordinance Amending the zoning ordinance regarding the regulation of Adult Businesses"

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Prior to the vote Trustee Savopoulos explained that this is the same as the gun shop. We are placing restrictions on these businesses if they want to come here and open a business. He gave examples of the restrictions such as: the placement in association to locations of schools, churches etc. Village Attorney Michael Del Galdo clarified that this makes your regulations stricter upon adult uses. This was also referred to the board in 2015 for discussion prior to his retention. This was discussed and debated by the zoning board for sometime. This addresses some first amendment concerns. It makes the ordinance with the current state law on setbacks that are more stringent than what you had previously. It makes the ordinance defensible and constitutional. It is to the benefit to anyone who lives here who would be concerned over an adult use opening up. It makes the regulations more restrictive. There was a comment from an audience member, Daniel Fuentes, who asked who is bringing this up to the board. Village Attorney Michael Del Galdo replied, "The Board." Trustee White explained that we are being pro-active because if someone wants to open an adult book store and we don't have restrictions in place. You can't do it once they apply. He continued, we have to be pro-active here just in case someone wants to open a gun shop. Once they make that application and we don't have restrictions, we can't inflict

any restrictions. Daniel Fuentes continued, "Is it the board raise the question?" Trustee White explained that sometimes FOIAs can cause that to happen," and we are being proactive.

Trustee White moved, duly seconded by Trustee Fuentes to approve Resolution 07-2016, "A Resolution authorizing the intervention in Property Tax Assessment Proceedings"

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Lazansky asked for an explanation. Village Attorney Michael Del Galdo told him that this is a follow up to the discussion in closed session. The Property Tax Appeal Board requires a resolution from the board authorizing intervention of property tax appeal case. Kornerstone and Com Ed filed tax petitions to lower their equalized assessed valuation. If the village did nothing and the petitions by Com Ed and Kornerstone were granted by PTAB, it would result in an annual decrease of \$35,595.41. He read a lengthy list of taxing bodies that were also joining with us.

Trustee Lazansky moved, duly seconded by Trustee Milenkovic to grant permission to Edison PTA to close the 4100 block of Scoville on May 7, 2016 from 8:30 a.m. to 10:30 a.m. to conduct their "Color Run".

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

MAYOR'S REPORT: She provided information on a home at 4237 Home. It is marked for demolition within the next week. Property at 4211 Clinton had a fire. Our fire department managed to save the property on either side. The residents living at 4215 Clinton have purchased the 4211 property and expand their property.

At this point, the Mayor asked Village Attorney Michael Del Galdo to address the board. Village Attorney Michael Del Galdo explained, "This afternoon he received a call from Daniel Fuentes who identified himself a resident of the Village." "I spoke to him and as the call related to my role as Village Attorney and an accusation on my failure to act on behalf of the Village." "I wanted to explain it and to have the minutes reflect my statement." "Certainly they are being recorded, so if you could do your best to include it as verbatim." "And, address the board who could direct me." Village Attorney Michael Del Galdo continued, "As the Village Attorney, I am the lawyer for the corporate entity." "I represent the Village and in its official capacity the Mayor, Clerk, the employees, the board of course." "That is who we take our direction from." "Lawsuits can only be filed with the direction of the mayor and the board." "Mr. Fuentes made an allegation that I have knowledge of a debt owed to the Village by former Trustee Jeff Walik and that he told me previously, which I don't recall." "And,

that I failed to get back to him." "And, that I failed to act in the best interest of the Village by not taking legal action." "I was not the lawyer for the Village when this occurred, when Mr. Walik was on the board." "I have no knowledge of any of this." "I don't take direction from residents." "That is not my roll." "If every community we represented the resident could direct the legal defense, to direct people in my office to file suit on behalf of the Village, our legal fees would be a lot bigger and there probably would not have a need for this board or the mayor." "If the board would like my office to do something, you can direct me so accordingly." At this point, audience member Daniel Fuentes is speaking from where he was sitting in the back of the court room. Daniel Fuentes said, "Can I record something?" Fuentes is still speaking and Village Attorney Michael Del Galdo told him, "You need to speak during public comment you certainly can." Daniel Fuentes asked, "When is public comment?" Village Attorney Michael Del Galdo informed Fuentes, "It is not a debate, and it is not a discussion." Fuentes said, "It is an allegation." Village Attorney Michael Del Galdo explained, "I am looking to put it on the record." "In addition, I was told that if I didn't take the action, the matter would be vetted in the media." And, "I would be accused in the media of not taking action on behalf of the board." "Frankly, I was told by you Mr. Fuentes that he has made or crowned or made or uncrowned, or unmade various selected people." Village Attorney Michael Del Galdo continued, "I told him that it has no relation to my role as village attorney."

At this point, Trustee Lazansky stated, "In 2009 when Trustee Walik was first put in, I made a comment that he shouldn't be there." "Because he was collecting from the police department a disability and he was also getting paid by the village board." And, "When the vote went on that day, I voted no, if you remember correctly." "And, he kept running and staying on." "I don't know where it goes if he should have to pay it back or not, I have no knowledge of that." "I just want it for the record that I felt at that time in 2009, when he was appointed in place of Jim Roll who passed away." "I didn't think it was an ethical move to be made at that time." Village Attorney Michael Del Galdo asked, "I believe it was the former Village Attorney that looked into this, is that right." Trustee Lazansky responded, "I don't know." Mayor Morelli said, "He was asked." Trustee Lazansky said, "I don't know if he did or didn't." Mayor Morelli mentioned, "I don't believe he went further with that." Trustee Lazansky added, "I believe it was Stanley Kusper that was here at the time." "I don't know."

Village Attorney Michael Del Galdo continued, "By the way, from my perspective, I don't know any of the facts." "My job was to report to the board that there has been an allegation that I have failed to act for the best interest." "I explained, and I will explain again to the board, who has any questions, I don't represent the citizens of the Village of Stickney, I represent the corporate entities." At this point Daniel Fuentes is speaking loudly from the back of the court room. Village Attorney Michael Del Galdo again said, "I represent the corporate entities." "If the mayor directs me, if the board directs me, then that is how my office acts." "There is a specific code section that would require just like we did the PTAB I had to seek a resolution to file an intervention to prevent ComEd from lowering their taxes and I had to get board approval." "I certainly would need to do that to file a civil lawsuit." "That is simply how it works."

Audience member, Daniel Fuentes again spoke out of order. "Are you going to answer my question?" "Are you going to present it right now?" Mayor Morelli interrupted Daniel Fuentes, "Wait Danny, wait to the part where we have the resident's comments."

CLERK'S REPORT: The clerk informed the audience that ComEd updated their delivery service charges and will increase by \$2 on the average monthly residential bill starting in January 2017, as filed with the ICC.

TRUSTEES' REPORTS: Trustee Fuentes warned that someone rang her bell today and said they were from ComEd. When they were asked to see their permit, they went running down the block. We did call the police and filed a complaint. They were stopped. They were not from ComEd. There was a group of them.

In addition, Trustee Fuentes gave the Stickney Fire Department report for March, 2016 as follows: Ambulance calls: 48; Mutual Aid Calls: 13; Service Calls: 7; Fire Calls: 12; Hazardous Condition Calls: 2; Motor Vehicle Accidents: 3; Working Fires: 2; Brush/Trash Fire Calls: 1; Car Fires: 0; Outside Equipment Fires: 0; Total calls for the month of March: 88; Total calls for 2016: 262.

Trustee Hrejsa mentioned at the last meeting it was mentioned there will be a new business opening, a laundromat, where the old VFW was located as well as the business next door. Trustee Hrejsa wanted to mention that we have a couple of new businesses, one that opened in mid-March. It is a video gaming business call Ante Deb's Video Gaming. At this point, audience member Daniel Fuentes spoke out, "Is that free advertising?" Trustee Hrejsa told him, "No, I am just saying." The clerk complained that he should not talk out loud. Trustee Hrejsa remarked, "I hope we don't have to ask you to leave." The trustee went on to inform us that it is on Gunderson. During the first two weeks it was opened the Village of Stickney got \$1,115.31. We would not have gotten that if we had an empty storefront. Also, there is another new business going in. It is supposed to be an old fashioned barber shop opening up next to the day care. In addition, the Village of Stickney celebrates Arbor Day on April 29. Edison School will have a tree planted at 10:00 a.m. and Home School will be at 11:00 a.m. April 30, is a clean-up day. We will meet at Haley Park at 9:00 a.m. She is hoping there will be a good turnout.

Trustee Lazansky gave the Ordinance Control yearly activity report for 2015. Ordinance Investigations: 3885; Business License Investigations: 90; Violation Notices Issued: 147; Miscellaneous Details: 1927; S.L.O. Tickets: 25; Parking Citations Issued: 900; Tow Tag: 3;

Trustee Milenkovic wished everyone a happy Eastern Orthodox Easter on May 1,

Trustee Hrejsa asked to thank Ed Bartunek for delivering the Earth Day flyers to each home in the Village all by himself.

Trustee Savopoulos announced that the Metropolitan Water Reclamation District and the DEA will be hosting a drug collection on April 30, from 10:00 a.m. to 2:00 p.m. Take expired prescriptions to 6001 Pershing at the MWRD.

Trustee White addressed a report provided to the clerk that details the rates of various communities as well as Stickney's ambulance calls. Trustee White then asked Fire Chief Larry Meyer to explain. The Chief referred to the study that was done on all the towns surrounding to us. It is in regards to ambulance service. We are way below the average. It has been eight years since the Village has looked at them. He told us that it is up to us to do something about it. He admitted that part of it is due to Medicare. There is a change in the rates that they cover. It is not to our advantage. We tell our residents (who use the ambulance) that they are going to be getting a bill from our billing service. We have a contractor do all the billing. They will ask you to sign a form whether you have Medicare or insurance. The remaining amount used to be \$60-\$70. Now with this change, it is around \$200. If we could raise our fees in comparison with the other towns, we could recoup some of that loss. Again, he said, "If you get a bill and it goes through Medicare or insurance, if you call us we can call the company and ask them to write off your balance so you don't have to pay it. Trustee White interjected that this is what we do for our residents. Chief Meyer explained that non-residents have to pay. Trustee White agreed that we need to take some action on this. We need to keep up with the times. This is not to rip off the residents. Chief Meyer reminded us that we just spent \$190,000.00 to buy an ambulance. The ambulance fees do not go into a special fund. It goes into the general fund. That fee is more of a user fee for those who use the ambulance.

Trustee White moved, duly seconded by Trustee Savopoulos to accept the treasurer's report for the month of January, 2016.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

DEPARTMENT REPORTS: Fire Chief Larry Meyer let us know that the fire department will begin testing hydrants starting May 3. They will place signs informing residents. A Code Red will be sent out by the police department. In addition, the chief told us of a serious injury to one of our firemen, Scott Steck. The accident took place in Forest Park where he was installing a cell tower. His full time job is a lineman. He has a crushed pelvis, broken ankle, arm and wrist. He has had over eight hours of surgery and will have a long recovery. There will be a fund raiser on May 14, at Suburbanite Bowl.

Police Chief John Sladetz told us that one of our officers, Sean Poindexter was injured while trying to apprehend a person involved in an armed robbery that took place in Berwyn. The foot pursuit took place on a railroad embankment in Forest View. The injury was a laceration by his ear that required stitches.

In addition, we received an update on the 911 consolidation dispatch. He traveled to Springfield to lobby. He said that the legislators are disconnected. He was told by many legislators that they didn't know what was in the bill. Our lobbyist, Chris Ganschow, was of great assistance because of all the people he knows.

The Chief warned of the scammers coming out with the warm weather. Treasurer Kurt Kasnicka provided information about the Corporate Personal Property Replacement Tax. He monitors this account closely. The funds come in to us eight times per year. April is one of those months. As of today the funds have not come in. He checked with the Illinois Department of Revenue and the Illinois Comptroller's Office and it is not showing up. He also informed our lobbyist to see what he could find out. It appears that there was an overpayment statewide going back to 2014. Our share of that is \$16,026.13. Our April payment for the last three Aprils is approximately \$30,000. They are going to recover these overpayments but that is what the effect of this is. It affects one of our payments and then will be back on track.

PUBLIC COMMENT: (Under the circumstances, the clerk is adding in public comments in these minutes due to the fact the Village Attorney Michael Del Galdo had a lengthy statement to make concerning a phone conversation with resident Daniel Fuentes.) "Daniel Fuentes reiterated what the attorney said earlier I would love for all the trustees, all the officials who are in charge of the Village of Stickney to go and recoup these funds that Jeff Walik accepted and was not qualified for, in my opinion, and in other people's opinions as well." "Recoup these funds, even though you feel he is your friend." "Act on behalf of the village and not for your own personal use." "OK," "On the Village of Stickney." "I am asking that you guys recoup these funds." "And, if we don't do um, I will seek another venue." "I am asking . . . I am asking politely earlier. . . . At this point Village Attorney Michael Del Galdo said, "No you were not polite." "You were anything but polite." Daniel Fuentes kept saying, "Listen", "Listen". Daniel Fuentes continued, "Whatever the case maybe, I am not forceful, I am not a forceful person." Village Attorney Michael Del Galdo told him, "You have every right as a citizen to petition your elected officials." Daniel Fuentes remarked, "And, I am doing that now." "Let us leave that all behind." There was cross talking going on with Daniel Fuentes talking over Village Attorney Michael Del Galdo. Village Attorney Michael Del Galdo told him, "Please acknowledge that I am the lawyer for the corporate entity" Again, Daniel Fuentes was talking over Village Attorney Michael Del Galdo and said, "I understand it." Village Attorney Michael Del Galdo said, "Please acknowledge that I don't like to be threatened and I don't think that I deserve to be threatened." Daniel Fuentes asked, "Am I a threatening person?" Several people in the audience said, "Yes." Village Attorney Michael Del Galdo told him, "You certainly threatened me on the phone." "That much is clear." Village Attorney Michael Del Galdo continued, "All I am saying is that I am trying to be professional." "I am trying to do my job." "Please acknowledge that I am not your lawyer." "I am not anybody's lawyer in this room except for the board, the elected officials and the clerk." Daniel Fuentes said, "I am asking on behalf of the Village of Stickney and the Trustees. At this point, Trustee White told him, "You asked and we will take it under advisement." "Thank you." Daniel Fuentes responded, "That is what I expected from you." "Ok," "So," "That is another thing when somebody puts something out in their report and when they say that 'I am reporting on this one', "You actually gotta be there at the function." "Mary", "You actually gotta be there." "To be at the function to report on it." "If you don't you shouldn't report on it." "I think you know what I am talking about." Trustee Mary Hrejsa responded, "I don't have any idea." "You guys don't also go to any functions unless they benefit you guys." "If you guys want to see yourselves in pictures, go to functions." Trustee Savopoulos asked, "What pictures,

what functions." Daniel Fuentes said, "I think you know what I am talking about come on." Trustee Savopoulos mentioned, "You mean when she has parties for her friends and family?" Trustee White told him, "We will take that under advisement." Daniel Fuentes said, "You are being paid as trustees, ok, start doing your job." Trustee White told him, "You can have a seat now." Daniel Fuentes responded, "Don't tell me what I gotta do, there is no time limit." Trustee White told him, "Take a seat." "We will take it under advisement." Daniel Fuentes again said, "Don't tell me what to do." "Ok" "Don't ever tell me what to do." "Ever, ever" "Ok" "Understand that." Trustee Hrejsa asked, "Mayor, could you stop this, please." Mayor Morelli told Daniel Fuentes, "Danny, Please." Daniel Fuentes then said, "That is all I have." "Like I said, it will all be recorded at some point." "If you guys don't understand that this guy At this point Trustee White told him, "Don't threaten the board." Trustee Hrejsa told Daniel Fuentes, "Don't threaten the board." Trustee White told him, "You are threatening the board." He then said, "Chief is he threatening the board because you are sitting right there." Daniel Fuentes said, "No, I am not threatening the board," "I am asking the board to put it under advisement." Trustee White told him, "I just told you we will take it under advisement." At this point the clerk said, "Someone make a phone call to the police." Daniel Fuentes said, "Do that."

There being no further business, Trustee Lazansky moved, duly seconded by Trustee Fuentes that the meeting be adjourned. Upon which the Board adopted the motion at 7:44 p.m.

At this time, Daniel Fuentes said, "Welcome back Daniel Fuentes."

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of , 2016

Deborah E. Morelli, Village Mayor

RESOLUTION NO. 08 -2016

**A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION
AND THE EXECUTION OF A CERTAIN SETTLEMENT AGREEMENT IN THE CASE C.
VETRO V. VILLAGE OF STICKNEY, FOR THE VILLAGE OF STICKNEY**

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, as a home rule unit of local government the Village may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village was named as a defendant (the "Defendant") in a lawsuit brought by Christine Vetro (the "Plaintiff") with the Illinois Department of Human Rights, styled Christine Vetro v. Village of Stickney, Charge No. 2015 CN 4430 and which was concurrently filed with the Equal Employment Opportunity Commission as Charge No. 846-2010-19483 and the Circuit Court of Cook County, Law Division, as Case No. 2015 L 050488 (together, the "Litigation"); and

WHEREAS, the Plaintiff alleges suffering certain damages while working for the Village (the "Claims"); and

WHEREAS, the Plaintiff sought damages from the Defendant for the Claims; and

WHEREAS, the Village does not admit any wrongdoing on its part or on the part of any of its current or former employees, officers or officials, but the Plaintiff and the Village (together, the "Parties") wish to settle these matters to avoid protracted litigation and the costs associated therewith; and

WHEREAS, in an effort to avoid further controversy, costs, legal fees, inconvenience and any future litigation regarding any issue contained in or arising from the Litigation, the Defendant, on one hand, and the Plaintiff, on the other hand, have agreed to resolve the Litigation as to all Parties in accordance with the terms set forth in the General Release and Settlement Agreement (the "Settlement Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to agree to the Settlement Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his or her designee to approve of the Settlement Agreement so as to settle the Litigation to avoid further controversy, costs, legal fees, inconvenience and any future litigation regarding any issue contained in or arising from the Litigation, to further authorize the President to take all steps necessary to carry out the terms of the Settlement Agreement and to ratify any steps taken to effectuate that goal.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his or her designee to authorize, enter into and approve the Settlement Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his or her designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. The Village is hereby authorized and directed to remit payment in accordance with the terms of the Settlement Agreement and to take all action necessary or appropriate to effectuate the terms of the Settlement Agreement.

SECTION 4. HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5. SEVERABILITY. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. PUBLICATION. A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2016.

Deborah Morelli, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2016.

Audrey McAdams, Village Clerk

EXHIBIT A

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (hereinafter referred to as the "Agreement") is hereby entered into and effective this ____ day of May 2016, by CHRISTINE VETRO, for herself and her family, heirs, executors, administrators, personal representatives, agents, employees and legal representatives, affiliates, successors and assigns, (hereinafter referred to collectively as "Plaintiff"), the INTERGOVERNMENTAL RISK MANAGEMENT AGENCY ("IRMA"), THE VILLAGE OF STICKNEY, and all of the foregoing persons' or entities' departments, agencies, predecessors, parent corporations, affiliates, divisions, officers, directors, agents, trustees, representatives, officials, attorneys, families, heirs, executors, administrators, personal representatives, successors or assigns and insurers, (hereinafter IRMA and the Village are referred to collectively as "Defendant"). Plaintiff and Defendant are collectively referred to hereafter as "The Parties."

WITNESSETH:

WHEREAS, Plaintiff and Village have been parties to certain actions before the Equal Employment Opportunity Commission, Charge No. 846-2010-19483 and cross filed with the Illinois Department of Human Rights, Charge No. 2010 CN 4430 (hereinafter referred to as "The Charge") and the Circuit Court of Cook County, Law Division, captioned as Christine Vetro v. Village of Stickney, Case No. 2015 L 050488 (hereinafter referred to as "The Complaint"); and

WHEREAS, The Charge and The Complaint filed by Plaintiff in the above-described civil action sought damages allegedly sustained by Plaintiff as a result of Plaintiff's claim that the Village, by and through its agents or employees, engaged in actions or inactions that resulted in alleged discrimination and/or harassment of Plaintiff because of her sex, age, disability, and for retaliation in violation of certain Federal and/or State and/or local statutes, including but not limited to Illinois Human Rights Act, Title VII of the Civil Rights Act ("Title VII"), as amended, 42 U.S. C. §2000e, et. seq., the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. §621, Americans with Disabilities or Rehabilitation Act ("ADA") of 1990, 42 U.S.C. §12101, et seq.; and

WHEREAS, Defendant has denied and continues to deny the allegations of The Charge and The Complaint and has denied and continues to deny that it has any liability to Plaintiff on any of her claims which were made or could have been made by Plaintiff against Defendant; for discrimination or for any claims that were made or could have been made by Plaintiff against Defendant for any other reason and on any other basis, including those that have been asserted in relation to The Charge and The Complaint; and

WHEREAS, Plaintiff and Defendant, voluntarily and with full knowledge of their rights and the provisions herein, having the benefit of the advice of counsel, now desire to settle, compromise, and dispose of The Charge and The Complaint and any and all claims, of any kind whatsoever, that Plaintiff may have currently, or has had in the past, against Defendant upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the foregoing, and of the promises and covenants contained herein, and other valuable consideration, it is hereby covenanted and agreed as follows:

SECTION 1: PLAINTIFF'S RELEASE OF ALL CLAIMS AND CAUSES OF ACTION

A. Plaintiff hereby forever and fully promises, releases, acquits, and discharges Defendant of and from any and all liability to Plaintiff of any kind and of any nature, including but not limited to any and all claims, actions, causes of action, suits, or other complaints that were made or could have been made against Defendant or relief of any nature whatsoever, whether known or unknown, foreseen or unforeseen, resulting or to result, whether in law or in equity, or before administrative agencies or departments, that Plaintiff ever had, now has or hereafter can, shall or may have, by reason of or arising out of any matter, cause or event occurring on or prior to the date hereof, including, but not limited to all claims of any nature and of any kind for injuries, losses, damages or for any other basis or relief whatsoever which she now has or may ever have, whether in tort or contract, whether based on debts, sums of money, or accounts owed, whether for covenants, contracts, agreements, arrangements, promises, obligations, or warranties breached, whether for bodily, personal or emotional injuries of any kind and of any nature, whether for punitive, liquidated or exemplary damages of any kind and of any nature, whether for attorneys fees, costs and/or expenses, whether for discrimination, harassment or retaliation on the basis of age, religion, disability, sexual orientation, sex, race, color, national origin, any other protected basis or complaints regarding the same, whether for past, present or future unpaid wages and benefits, denial of benefits, denial, diminishment or relinquishment of pension benefits, whether for any claims for compensatory pay owed for past, present or future emotional distress or emotional or psychological damages of any kind and of any nature; whether for breach of contract, fraud, misrepresentation, conspiracy, breach of fiduciary duty, interference with contract or prospective business relations, promissory estoppel, negligent or intentional infliction of emotional distress, libel, slander, and whether for any tort and including but to limited to any claim of any kind and of any nature arising out of or by relation to Plaintiff's employment with Defendant, and/or the termination of that employment and/or the resignation of that employment and/or arising out of any other alleged act or acts through the date of execution of this agreement, whether any such claims arise at the common law or under any federal, state, or local statute, regulation or ordinance, including but not limited to claims that were made or could have been made under Title VII of the Civil Rights Act of 1964 (as amended), the Equal Pay Act, the Rehabilitation Act of 1973, 42 U.S.C. § 1981 of the Civil Rights Act of 1866, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the U.S. Fair Labor Standards Act, Illinois Fair Labor Standards Act, Illinois Worker's Compensation Act, the Illinois Whistleblower Act, the Illinois Department of Employment Security, the Illinois Human Rights Act, Section 504 of the Rehabilitation Act of 1973, 28 U.S.C. §1983, and including, but not limited to, any claims that were made a part of or could have been made in The Charge and/or The Complaint, and any other complaint or claims that were made or could be made in any Federal, State or local court or agency. No reference herein to the aforesaid causes of action or any other specific claim or statute is intended to limit the scope of this General Release and Settlement Agreement.

B. It is expressly understood and agreed by Plaintiff that this is a full and final general release of all matters whatsoever and that this Agreement is intended to and does embrace not only all known and anticipated damages and injury, but also unknown and unanticipated damages,

injury or complications that may later develop or be discovered, including all effects and consequences thereof if based on acts or omissions occurring prior to the date she signs this agreement. Plaintiff declares, represents and understands that the alleged damages or other injuries sustained may be permanent, and that in executing this Agreement, it is understood and agreed that Plaintiff has not relied upon the representations of any party hereby released or by that party's representatives concerning the nature, extent, effect and/or duration of their respective alleged damages or other alleged injuries.

C. Plaintiff represents that, with the exception of The Charge and The Complaint identified above, she has not filed any complaints, claims, or actions against Defendant with any state, federal, or local agency or court for any act or omission occurring up and until the date of this Agreement, and that she will not do so at any time hereafter. Plaintiff further agrees that, if any agency or court assumes jurisdiction over any complaint, claim, or action against Defendant which is prohibited by this General Release and Settlement Agreement, she will direct that agency or court to withdraw or dismiss with prejudice the matter. Plaintiff acknowledges and agrees that she shall be liable for all attorneys' fees incurred by Defendant in successfully defending such an action brought in violation of this Section 1, Paragraph C.

D. Notwithstanding the foregoing language and any other language to the contrary in this Agreement, the Parties acknowledge that Plaintiff is not waiving or releasing any claims or rights that cannot be waived and released as a matter of law for any actions or inactions occurring after the date of this Agreement, including but not limited to the right to file a charge with an administrative agency or participate in an administrative agency investigation, and any claims for monies, notices or vested benefits pursuant to the terms under any benefit plans which Plaintiff participated by virtue of her employment with Defendant.

SECTION 2: CONFIDENTIALITY AND NON SOLICITATION

A. The Settlement Agreement, Terms & Negotiations

The Plaintiff acknowledges and agrees that, under the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/2.20, this General Release and Settlement Agreement is available for public disclosure, subject to possible exemptions under Section 7 of FOIA. The Plaintiff further acknowledges and agrees that this General Release and Settlement Agreement represents the entirety of the Parties' agreements and understandings with regard to resolutions and settlement of The Charge, The Complaint and all claims released under Section 1(A), and the Plaintiff therefore agrees not to discuss or otherwise comment on the General Release and Settlement Agreement or its terms, and not to discuss, disclose, or otherwise release any information about matters relating to the settlement or negotiation of this General Release and Settlement Agreement, except Plaintiff may state that "There is a settlement agreement and its terms speak for themselves."

Notwithstanding the foregoing, Plaintiff may make any statement as reasonably necessary about this General Release and Settlement agreement and negotiations thereof to comply with any legal, regulatory or insurance disclosure requirement. Additionally, the Plaintiff may make disclosures regarding the terms, negotiation, and amount of the settlement memorialized in this Settlement Agreement to her officers, directors, accountants, auditors, legal counsel and advisors,

assignees and annuity companies or potential purchasers, provided such disclosures are made in confidence and any such third party is expressly informed that there is a confidentiality provision attached to such disclosures and that they cannot repeat such information to anyone.

The Plaintiff acknowledge that all information and documents provided to or by any Party in the course of negotiating this Settlement Agreement are subject to this confidentiality provision. In the event that Plaintiff receives a document request, subpoena, deposition notice, or similar form of compulsory process seeking information concerning the General Release and Settlement Agreement, or negotiations regarding the same, Plaintiff shall give the Defendant reasonable notice to allow it to object to the disclosure and/or seek a protective order barring or limiting the use or further disclosure of any information required to be disclosed.

B. The Charge, The Complaint & Plaintiff's Allegations

It is recognized by the parties that the subject matter of The Complaint is a matter of public. Notwithstanding the same however, it is agreed that from the date of this Agreement forward, Plaintiff will not discuss her claims or the allegations which were made in The Charge and/or The Complaint, with any third party other than her attorney, spouse, financial advisors and taxing authorities, unless compelled by a legal compulsory process by way of subpoena or otherwise to testify in matters that may call for her testimony in this regard. If Plaintiff should be subpoenaed, receive notice of her deposition or otherwise be required by a similar form of compulsory legal process seeking information concerning the claims made by her in The Charge and/or The Complaint, Plaintiff shall give Defendant reasonable notice to allow Defendant to object to the disclosure and/or seek a protective order barring or limiting the use or further disclosure of any information required to be disclosed. If Plaintiff has or will at any time in the future discuss her claims or the allegations which were made in The Charge and/or The Complaint with her attorney, spouse, financial advisors or taxing authorities, then she will advise such parties that the discussion is made in confidence and that such person shall be expressly informed that there is a confidentiality provision attached to such disclosures and that they cannot repeat those discussions to anyone.

The Plaintiff acknowledges and agrees that all documents in her possession or the possession of her counsel regarding The Charge and/or The Complaint and/or the allegations which were made or could have been made therein are subject to this confidentiality provision. Plaintiff agrees that should she be subpoenaed, receive Requests for Document Production under applicable state or federal rules of procedure or otherwise be required by a similar form of compulsory legal process seeking production of any such documents referred to herein, Plaintiff shall give Defendant reasonable notice to allow such other party to object to the disclosure and/or seek a protective order barring or limiting the use or further disclosure of any information required to be disclosed.

C. Notification of Confidentiality Requirements to Third Parties

Plaintiff agrees to notify any immediate family member, her attorney, accountant, annuity carriers and representatives related to this settlement or any Local, State or Federal Taxing body to whom she is permitted to disclose this settlement pursuant to the terms of this agreement, as to

the terms and conditions of this confidentiality agreement and their requirement to comply with the same.

D. Non Solicitation/Non Disparagement

Plaintiff further agrees that she will not engage in or participate in any communication, whether orally, in writing or electronically or otherwise engage in or participate in efforts, organized or otherwise, of any kind and of any nature, to solicit, counsel, encourage or otherwise discuss with current or former employees of Defendant any claims, actions or cause of action they could bring against Defendant of any kind whatsoever and on any basis whatsoever.

SECTION 3: REQUIRED SETTLEMENT DOCUMENTS

Plaintiff agrees to arrange for execution, filing, entry and delivery to Defendant's counsel the following executed documents: a) General Release and Settlement Agreement; b) any orders, stipulations and/or withdrawals necessary to dismiss with prejudice the matter known as Christine Vetro v. Village of Stickney, Case No. 15 L 050488, pending before the Circuit Court of Cook County; and c) a Release of Attorney's Lien.

Within the time set forth in Section 4 below after receipt of the documents required by Plaintiff as set forth in this Section 3, Defendant agrees to arrange for execution and deliver to Plaintiff's Counsel, the following executed documents: a) Settlement checks in the amounts and payable as reflected in Section 4 below.

SECTION 4: DEFENDANT'S SETTLEMENT CONSIDERATION

A. That in consideration for the promises made by Plaintiff herein and receipt of the signed documents referenced in Section 3 above, Defendant agrees to the following payments:

- (i) The Defendant shall pay a total amount of \$100,000 to Plaintiff and her attorneys to settle any and all claims she has brought or could have brought against them as of the date of this *Agreement*. This sum is paid for all of the alleged injuries and damages which the Plaintiff claims to have suffered as set forth above, and in consideration for her release of said claims, inclusive of attorney's fees and other litigation costs and expenses.
- (ii) The Defendant shall deliver three (3) checks to Plaintiff's attorney within twenty-one (21) calendar days of receipt of the fully executed settlement documents referred to in Section 3 above.
 - a. One check for back wages shall be made payable to Christine Vetro in the amount of \$34,519.60.
 - b. One check for emotional distress shall be made payable to Christine Vetro in the amount of \$34,519.59.

- c. One check for attorney's fees made payable to Robinson Curley & Clayton, P.C. (tax identification #____) in the amount of 30,960.81.
- (iii) A 1099 shall be issued to Plaintiff on the payment set forth in paragraph (b) above. A 1099 shall be issued to Plaintiff and her attorneys for the payment set forth in (c) above.
- (iv) The payment in (a) above is subject to all applicable federal and state tax withholdings, and a W-2 will be issued to Ms. Vetro reflecting the payments set forth in (a) above.

SECTION 5: NO ADMISSION OF LIABILITY

It is expressly understood by the parties that this General Release and Settlement Agreement is a compromise and settlement of disputed claims and that payment by Defendant of the Settlement Amount is not, nor is it to be construed as, an admission of liability on the part of Defendant. Defendant expressly denies liability and intends merely to avoid further litigation with respect to Plaintiff's claims.

SECTION 6: TAX LIABILITY

As set forth above, the payments made herein are based on the claims made in The Complaint for compensatory damages which Plaintiff claims she sustained from the claims asserted in the Complaint. Plaintiff acknowledges that a W2/1099 will be issued to Plaintiff for the respective payments listed above at Section 4(a)(ii). All payments made pursuant to the provisions herein during the calendar year 2016 will be made subject to IRS forms W-2 or 1099 issued for the Tax Year 2016. The parties understand and agree that any tax consequences and/or liabilities arising from the payment of this Settlement Amount, or Plaintiff's request as to how said Settlement Amount is made payable, shall be the sole responsibility of Plaintiff, and that Defendant and/or its insurers shall not be responsible for any such consequences or liabilities, other than its obligations for employer payroll taxes on wages paid subject to a W2 and those taxes withheld on behalf of plaintiff pursuant to any wage payment subject to a W2. Plaintiff agrees to defend and indemnify Defendant for any claims, actions or cause of action, including any judgment or demand for tax liabilities, including penalties, that may arise from any tax consequences of this settlement or the apportionment of this settlement, as requested by Plaintiff, other than the tax liability of Defendant as set forth above.

SECTION 7: SUFFICIENT COMPENSATION/VOLUNTARY WAIVER OF RIGHTS

A. Sufficient Consideration

Plaintiff agrees that: (a) the amount of the payment made pursuant to Section 4 has been agreed upon by Plaintiff and Plaintiff's attorney, and is satisfactory to both of them; and (b) delivery of the payments made pursuant to Section 4 Paragraph (ii) to Plaintiff's attorney as well as the documents set forth herein shall constitute full and final settlement payment to Plaintiff and

Plaintiff's attorneys and receipt by Plaintiff's attorney shall constitute full and final receipt by all of the above. Following such payment, and delivery of settlement documents from Defendant to Plaintiff, no further payment or consideration of any kind in connection with the termination and settlement of the above-described civil action is contemplated or required herein, and it is agreed that said settlement payments will fully exhaust any and all damages Plaintiff claimed against Defendant for any and all claims released under this agreement.

B. Voluntary Waiver of Rights

Plaintiff further agrees and acknowledges: (a) that Plaintiff's waiver of rights under this Agreement is knowing and voluntary; (b) that Plaintiff has read and understands the terms of this Agreement and has voluntarily accepted these terms for the purpose of making a full and final compromise, settlement and adjustment of any and all claims, disputed or otherwise, on account of the employment or other relationship with Defendant, and for the express purpose of precluding forever any further claims arising out of such relationship or its termination; (c) that the payment listed above exceeds the amount that would normally be received by an employee terminated by Defendant; (d) that Plaintiff has consulted with an attorney prior to executing this Agreement; and (e) that this Agreement waives all claims that may have arisen up to the date of this Agreement.

SECTION 8: ENTIRE AGREEMENT/SEVERABILITY

This Agreement shall be binding upon and inure to the benefit of Plaintiff and Defendant. This Agreement shall be governed by Illinois law.

The parties agree that this General Release and Settlement Agreement may be used as evidence in a subsequent proceeding in which any party alleges a breach of this Agreement.

Plaintiff further declares and understands that: (a) no promises, inducements or agreements not herein expressed have been made to her; (b) this Agreement contains the entire agreement among the parties hereto; (c) the terms of this Agreement are contractual and not merely a recital; (d) any modification of this Agreement must be made in writing and be signed by Plaintiff and Defendant; and (e) in the event that any provision herein is deemed illegal, said provision will be deemed stricken and the remainder of this Agreement will be valid and interpreted as it is, in its entirety.

Plaintiff agrees that, in the event that any claim, suit or action shall be commenced by her against Defendant arising out of any charge, claim or cause of action of any nature whatsoever, known or unknown, including, but not limited to, claims suits or actions relating to his employment with Defendant, which are based on any acts or omissions occurring up to the date she signs this agreement, this General Release and Settlement Agreement shall constitute a complete defense to any such claims, suits or actions so instituted.

SECTION 9: COMPLIANCE WITH OLDER WORKERS BENEFIT PROTECTION ACT

Plaintiff, being 40 years of age or older, is advised of and acknowledges the following:

- a. **Twenty-One Day Consideration Period.** Plaintiff shall have up to twenty-one

(21) days to consider and accept the terms of this Agreement by fully executing and notarizing it below, and returning it to Defendant's counsel, as identified in Section 3. During this twenty-one (21) day period and before signing this Agreement, Plaintiff is encouraged to consult with an attorney regarding the terms and provisions of this Agreement, at her own expense. The terms and provisions of this Agreement are null and void if not accepted by Plaintiff within the twenty-one (21) day period. Plaintiff may sign the Agreement prior to the conclusion of the twenty-one (21) day period.

- b. **Release of Age Discrimination in Employment Act Claims.** By signing this Agreement, Plaintiff waives any claims she has or might have against Defendant under the Age Discrimination in Employment Act ("ADEA") that accrued prior to the date of Plaintiff's execution of the Agreement.
- c. **Revocation Period.** Plaintiff shall have seven (7) calendar days from the date she signs this Agreement to revoke the Agreement by notifying Defendant in writing prior to the expiration of the seven (7) calendar day period. Any revocation within this period must state "I hereby revoke my acceptance of our Agreement and General Release." The written revocation must be personally delivered to Defendant via its counsel, Lori Vanderlaan, Esq., Best Vanderlaan & Harrington, 25 E. Washington Street, Suite 800, Chicago, IL 60602, and must be postmarked within seven (7) calendar days of Plaintiff's execution of this Agreement. This Agreement shall not become effective or enforceable until the revocation period has expired. If the last day of the revocation period is a Saturday, Sunday, or legal holiday, then the revocation period shall not expire until the next following day that is not a Saturday, Sunday, or legal holiday

IN WITNESS WHEREOF, the parties hereto have executed this Nine Page General Release and Settlement Agreement as of the ____ day of _____, 2016.

The undersigned, CYNTHIA STRICKLAND, has read the foregoing General Release and Settlement Agreement, has had adequate opportunity to review it with legal counsel, and attests that he fully understands and accepts its provisions in their entirety and without reservation.

CHRISTINE VETRO

DATED: _____

Signed and Sworn to this
____ day of _____, 2016.

Notary Public

Authorized Representative, Village of Stickney

DATED: _____

Signed and Sworn to this
_____ day of _____, 2016.

Notary Public

Authorized Representative, Intergovernmental Risk
Management Agency

DATED: _____

Signed and Sworn to this
_____ day of _____, 2016.

Notary Public



The American Legion Stickney Post No. 687

6441 W. Pershing Road
Stickney, IL 60402
(708) 788-8209



April 1, 2016

The Honorable Deborah Morelli, Mayor

Village of Stickney
6533 Pershing Road
Stickney, Illinois 60402

Dear Mayor Morelli,

Each year prior to Memorial Day, millions of Americans wear little poppies in memory of the many men and women who died in the wars and conflicts of our country.

All through the winter months these bright little red flowers are made by disabled and hospitalized veterans in VA hospitals in Illinois. In May the distribution of these poppies for a donation is handled entirely by volunteers from the American Legion and the American Legion Auxiliary. Every penny received over expenses goes directly to needy and /or disabled veterans or to members of their families.

Poppy Days this year are May 22 through May 29, 2016. With yours and the Board of Trustees' permission, Stickney Post No. 687 and its Auxiliary would like to be permitted to solicit donations in the business areas of your community on those dates. We would also appreciate it, if the enclosed Proclamation could be passed to designate the week of May 22 through May 29 "Poppy Week" in the Village of Stickney. WE have also enclosed a copy of our Post's Insurance Policy.

Sincerely

A handwritten signature in cursive script that reads "Jerry Bubash".

Jerry Bubash
Chairman, Poppy Day Committee