

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
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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, July 5, 2016

7:00 p.m.

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. Pass and Approve Ordinance 2016-16,, "An Ordinance Authorizing the Village President to Enter Into a Certain Agreement with Sokol Stickney for the Village of Stickney
7. Report from the Mayor
8. Report from Clerk
9. Trustee Reports/Committee Reports
10. Reports from Department Heads
11. Public Comment
12. Motion to Adjourn to Closed Session
 - a. Discussion Regarding The Sale Or Lease Of Real Property Owned By the Public Body (Consideration Of This Matter Held In Closed Meeting/Executive Session Pursuant to 5 ILCS 120/2 (C)(6)(2014)
 - b. Discussion Regarding YBanc, Inc. v. the Village of Stickney; Filed And Pending Litigation (Consideration Of This Matter Held in Closed Meeting/Executive Session Pursuant to 5 ILCS 120/2(C)(11)(2014)).
13. Motion to Return to Open Session
14. Adjournment

Posted June 30, 2016

June 21, 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, June 21, 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, June 7, 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.

Just after Trustee Lazansky moved, and duly seconded by Trustee Fuentes to pay the bills, Trustee White said, "Before we take a roll call, I would like to make note that we are holding out on the bills for John Xydakis and for Mike's (Del Galdo) office as well, for the prosecutor." "We are not going to pay the bills until we are sure who is supposed to be getting the money." Trustee Fuentes asked, "Who is performing the services?" Trustee White told her, "They both do." "They both have." "One is doing it for free and the other one. . . . " "We just don't know how it is going to shake out." Trustee Savopoulos said, "They both show up." Trustee White told us, "They both show up." Again, Trustee Fuentes asked, "Who is actually performing the service?" Trustee White said, "We are just going to hold up the payment until we are positive who is supposed to get it." "We don't want to pay someone who isn't supposed to get it." "So we don't pay someone who shouldn't get it." Trustee Lazansky added in, "Like she asked, who was the one that was there that did the actual work?" "Was is someone from the Xydakis' Law Group or was it someone from Mike Del Galdo's?" Trustee White responded, "The problem is, if John Xydakis is doing the work and not authorized that is a big problem." Trustee Lazansky said, "We are not really understand, that is the mayor's appointment." Trustee White told us, "I don't really want to get into this." "We have guests here." "I don't want to get into this all over again." "I would like to hold those two bills out and not pay them until we are sure who should get the money."

Village Attorney Mike Del Galdo explained, "There is a motion and a second to approve all the bills." "That was the discussion." "You have to vote on the approval of all the bills." "Presumably if you are against approving all the bills, you would vote no on that motion." "Then there would be a second motion to approve all the bills except for the two bills submitted for prosecution." Prior to the vote, Trustee Fuentes asked, "How do you plan to resolve the issue so we could determine who is to be paid?" Trustee White told us, "I heard that there is a law suit pending from John

Xydakis' office." "I am not sure how it is exactly going to be settled." "That is the rumor that I have heard." "It would be settled eventually."

Trustee Lazansky moved, duly seconded by Trustee Fuentes 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 to approve all the bills:

Ayes: Trustees Fuentes and Lazansky

Nays: Trustee Hrejsa, Milenkovic, Savopoulos and White

Trustee White moved, duly second by Trustee Savopoulos to authorize the payment of the bills and holding out the two bills that we just discussed.

Upon the roll, the following Trustees voted to approve all the bills minus the two bills for the prosecutors.

Ayes: Trustee Hrejsa, Milenkovic, Savopoulos and White

Nays: Trustee Fuentes and Lazansky

Mayor Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Fuentes to accept the report from the Illinois Department of Revenue for sales tax collected for the month of March, 2016 indicating the sum of \$36,495.76.

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 Fuentes moved, duly seconded by Trustee Hrejsa to accept the report from the Illinois Department of Transportation for the month of May, 2016 in the amount of \$15,337.86.

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.

The mayor introduced Diane Mullins from the Office of Cook County Clerk David Orr. She spoke about election judge recruitment. She asked for the Village of Stickney to post information concerning the recruitment. The process would be completed online. She explained that it is better to be trained earlier in order to have an opportunity to be located closer to your home. The Clerk, Audrey McAdams, will be the contact person for David Orr's election judge recruitment. The Clerk informed the speaker that Deputy Police Chief Rich Jaczak offered to use our CODE RED call system to distribute their notification. We were informed that the salary of the equipment manager pays \$325.00 and the election judge position pays \$175.00.

Trustee Lazansky moved, duly seconded by Trustee Fuentes to approve Resolution 09-2016, "A Resolution authorizing and approving a certain consolidation waiver request for the Emergency Telephone System Board 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 White moved, duly seconded by Trustee Savopoulos to grant permission to the Stickney Wolf Pack Football League to conduct their August 7, 2016 parade in the Village and also their Hero's Day Celebration.

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 said, "Provided we have all their information from their insurance. Currently we do not have all the paperwork from them. The Clerk explained that the team's insurance runs until August 1, 2016. They also need to send in their hold harmless. Village Attorney Mike Del Galdo clarified, "The approval is contingent on the receipt on that." "If it has not been received the clerk will notified the elected officials then the permit is not granted."

Trustee Savopoulos moved, duly seconded by Trustee Hrejsa to approve a block party for July 30, 2016 on 40th Place between Home and Wisconsin.

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.

NEW BUSINESS: Discussion and possible vote regarding the extension of Sokol Stickney's use of the Stickney Recreation Center through August 31, 2016.

Trustee Milenkovic told us, "I asked that this be placed on the agenda." "I have been speaking with Rich Vachata, the President of the Sokol." "He has asked for an extension until August 31, 2016 to remove some of their possessions, clean up and tidy up." "He is also interested in renting it for another year at \$400.00." "That would be for three days, Tuesday, Wednesday and Thursday for five hours in the evening." "We need to grant him the extension till August 31, or releasing them from the original agreement and give them another year at \$400.00 per month."

Village Attorney Mike Del Galdo said, "Depending on the desire of the board, either one of them would require some document." "If it is the desire of the board to pursue a one-year lease agreement, then you couldn't approve the one-year lease agreement tonight." "You could simply direct me to write up an amendment or a new document for ultimately the board to approve at a later date." "If you want to approve an

extension through August 31, my advice is that you write something up that any vote to approve that would be contingent upon that Sokol sign that they would actually leave on August 31." "If you recall, they have always refused to sign anything that we have given them." "They are in default of their agreement." "My advice is that you need something in writing regardless of the decision the board makes."

Trustee Milenkovic announced, "I am in favor of having them stay for another year at \$400.00 per month." "I don't know what the rest of the board's thoughts are." Trustee Savopoulos told us, "I don't have a problem with them staying and paying the rent." Trustee White remarked, "I don't have a problem with them staying, but I don't think \$400.00 is enough." Trustee Hrejsa agreed with Trustee White. Trustee Lazansky said, "That would not even cover the lawyer's expense." Trustee Fuentes added in, "And the utilities." Trustee White mentioned, "I would be agreeable if they paid twice that amount for their three days a week." "Anything less than that is wasting the taxpayer's money." "That is my opinion." "That is the way I feel about it." "I don't mind giving them that extension provided we have that document." "Or having them ask for an extension, and an extension." "So they understand that the extension is good for August 31, and then they have to vacate." "We don't have to close the door on them coming there." "I don't think \$400.00 rent a month is enough." "It costs us more than that to operate that building and right now they are the only inhabitants." Trustee Hrejsa told us, "I would give them until August 31, to clean up." "The story always changes." Trustee White admitted, "They never come through with anything they say." Trustee Hrejsa said, "Four hundred dollars would never touch their electric bill." "They leave lights on and they leave heat on." "I think we are throwing money away." Trustee Milenkovic said, "I guess this evening we could direct Village Attorney Mike Del Galdo to draw up an extension, if everyone is in agreement."

Village Attorney Mike Del Galdo explained, "It would actually be a simple document of the extension to quit and surrender the premises." "They would acknowledge that they have no lease, they have no right to stay, they will be granted to August 31, to move out." "They will agree that they will quit and surrender and vacate the premises on August 31." "If the board wants, between now and August 31, to propose a new lease for them that would supersede this document, that is what the vote should be." "If you are going to extend to August 31, it should be a vote to extend conditioned upon their execution of a quit and surrender document upon a certain date." "I imagine that June 30, is when they have to leave."

Trustee Milenkovic questioned, "What about Trustee White's suggestion of \$800.00 per month?" "Is anyone interested in that?" Trustee Fuentes said, "I haven't thought about how much it should be." "It shouldn't be \$400.00." "But, I would like to do more research." "How much we are spending to cover the costs?" Trustee Hrejsa added in, "They refused to clean up what they need to clean up in the basement." Trustee White said, "I think \$400.00 is just about what we pay the person who cleans the building." "I could be off a little bit." "We pay close to \$400.00 per month just to clean the place after them." "That has nothing to do with utilities or anything else." "That is just cleaning up after them because they don't clean anything there." Trustee Milenkovic stated, "If anyone has thoughts of a different figure, just let me or Rich Vachata know." Trustee Savopoulos stated, "If we had someone to pay \$1000.00 per month to use it twice a week, would that sway anybody." "That would be \$1,400.00"

Trustee White considered, "If they paid their \$800.00, even if we get someone to pay a \$1,000.00, somebody else wants to pay \$1,500.00, I think we are doing them a big favor by allowing them to stay for \$800.00 to have that facility for three days per week and not pay any utilities." "That is my opinion."

Trustee Milenkovic asked Village Attorney Mike Del Galdo to draw this up. Village Attorney Mike Del Galdo responded, "Is there a deadline that you would like to impose?" "If they don't vacate by June 30, you have the right to file an eviction." "If you don't, there are waiver arguments that they could make that you failed to enforce their rights." "You should probably require them to sign it by June 30, because that is the date that they have to get out of there." "If they sign it by June 30, and it is extended to August 31." "It is a simple document it will say that they have no legal rights to be there." "That they will surrender the premises and vacate and not damage the property." Village Attorney Mike Del Galdo explained, "The motion is to direct and authorize the extension to August 31, conditioned on the execution by Sokol of a quit and surrender the premises agreement by June 30, 2016." "Signed by June 30, extending it to August 31."

Trustee Milenkovic moved, duly seconded by Trustee White to direct and authorize the extension to August 31, conditioned on the execution by Sokol of a quit and surrender the premises agreement by June 30, 2016." "Signed by June 30, extending it to August 31."

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: No report

CLERK'S REPORT: The clerk explained that she received a notice from the IEPA about an application for At Your Door Collection Facility. FPB Chief Tommy Heller researched this and learned that this company will be affiliated with Waste Management. Their intent is to have towns and villages who now have their service have the ability to call and schedule pick up of household waste such as small amounts of paint, used motor oil etc. to be picked up and disposed of properly. Further information will be provided as it is obtained.

In addition, the clerk clarified at last month's meeting where Trustee Fuentes moved to amend the minutes from the May 17, 2016 meeting to reflect the public comments which were omitted by the clerk, duly seconded by Trustee Lazansky. Mayor pro tempore White said, "Public comments are never included in the minutes" "Public comments, to my knowledge" Trustee Fuentes responded, "I am sure you will find if you look back on the last several meetings there are plenty of public comments." Clerk McAdams replied, "Under the circumstances, I was asked by our attorney to include specific information pertaining to Dan Fuentes in his public comments and because it was very intricate into the original comments made by our attorney, I included that, and it was also stated before I put those in there." She went on, "Is

there anything else?" Trustee Fuentes said, "I know Patrick had an issue with ComEd those were in there." "Those were 20-minute conversation." "That was public comment." The Clerk continued, "I don't normally, if there were two times in the last six-seven years that is it." "That is nothing." Trustee Fuentes then repeated, "Two times in the last six years you put in public comment." "I will check that out." The clerk said, "Pretty much, OK." *[The clerk found that at the March 1, 2016 meeting resident Patrick Sleighter signed in for PUBLIC COMMENT. He did have a lengthy conversation with Trustee White pertaining to the electric aggregation that was allowed to continue for some time. The clerk DID NOT include this in the official minutes of the meeting. BUT the entire audio of that meeting was requested by Attorney John Xydakis through the Freedom of Information Act. The only way the PUBLIC COMMENTS of that meeting would be known, is to personally be at that meeting, or have the audio CD of the meeting.]*

TRUSTEES' REPORTS: Trustee Fuentes announced that she has read 15 months of minutes. She then thanked the Clerk for her report. The Trustee reminded everyone about the Craft and Flea Market that will be held this Saturday at the Stickney Rec Center from 9:00 a.m. to 1:00 p.m.

Trustee Hrejsa mentioned that she received a flyer from the Metropolitan Water Recreation District that they will be discontinuing their rain barrel program December 31. People can still obtain a rain barrel prior to that date. Every Wednesday from 9:00 to noon the MWRD will pass out tree saplings.

Trustee Lazansky gave the Police Department Total Monthly Activity Report for the month of May, 2016: Total number of calls for service; 1,598; Total number of E911 calls received; 446; Arrest by type: Traffic: 83; Village Ordinance Offences: 30; Warrants and Complaints: 14; Parking violations: 262; Total number of arrests/citations issued: 389; Total number of squad miles: 10,700; Total amount of gasoline used: 1,167.3; Average gas mileage/squad: 9.166.

Ordinance Activity Report for the month of May, 2016. Ordinance Investigations: 368; Business License Investigations: 6; Violation Notices Issued: 32; Miscellaneous Details: 181; S.L.O. Tickets: 4; Parking Citations Issued: 90; Tow Tag: 0;

Trustee Milenkovic mentioned, "Today I received our water report in the mail." "He congratulated Public Works Supervisor Jeff Boyajian (including Bob Wyant the Water Operator) for not having any violations for the 2015 reporting year." The Trustee also reminded us about music in the park. Trustee Hrejsa asked, "Who will be calling off the event if we have a tornado warning." We were told that Trustee Fuentes would take care of that.

Trustee Savopoulos told us, "Someone has filed an application for a car wash on 44th and Harlem." "According to our ordinance, car washes are now classified as special use." "They will have to go before the zoning board." "Letters have to go out to people within 250 feet of the proposed car wash." We were told, "As soon as he has the date of the hearing, he will let us know."

Trustee White reported, "I am getting unsolicited phone calls from various companies and charities." He warned, "These people are looking for a reason to

get into your house and take your donations." "Even if you are on the No Call List they still got my number."

DEPARTMENT REPORTS: Police Chief John Sladetz informed us, "We passed the Resolution regarding the waiver that we will submit to the Statewide 911 Advisory Board. It should take us about two weeks to do it. If we have to consolidate our 911 no one is going to like it, especially me." "Service is going to drop tremendously." "We will buy ourselves as much time as possible." "We will look into different avenues to go that are the most cost effective and efficient for the public safety." The chief mentioned, "Our new cars are in." "They are currently at the outfitters."

Public Safety Supervisor Jeff Boyajian spoke of the weather warnings. "I never really heard so much hype and warnings for a summer storm." He suggested that people listen to the radio and TV." He wished people a happy and safe 4th of July.

Fire Chief Larry Meyer reported, "On Monday we had the State Fire Marshall visit us. They arrived with a trailer full of Hurst tool equipment and generators. We were the distribution point for seven departments." "We got a Hurst-tool set that is used but it is replacing a 1982 version that is falling apart." "Today we had an accident on Harlem that was caused by a guy on heroin." "Four cars were involved and four people were taken to the hospital." "At the same time, a guy driving on I-55 and Harlem was overdosing." Finally, the Chief suggested, "Have a plan in place for emergency situations with the weather."

There being no further business, Trustee Lazansky moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:39 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of 2016

Deborah E. Morelli, Village Mayor

ORDINANCE NO. 2016-16

**AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO
A CERTAIN AGREEMENT WITH SOKOL 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, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; 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") are committed to providing safe and family-friendly activities for individuals visiting and residing in the Village and preserving Village owned property; and

WHEREAS, the Village is the owner of the Stickney Recreation Center (the "Property"), which is located at 4131 Home Avenue, Stickney, Illinois; and

WHEREAS, the Village and Sokol Stickney ("Sokol" and with the Village, the "Parties") previously entered into an agreement (the "Original Agreement") for the use of the Property for community and charitable events; and

WHEREAS, there exists a certain agreement entitled, The Waiver And Release Of All Claims And Return Of Village Property (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which amends and supersedes the Original Agreement and which temporarily extends Sokol's use of the Property through August 31, 2016; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to approve, execute and enter into an agreement with terms substantially the same as the terms of the 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 ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

**ARTICLE I.
IN GENERAL**

SECTION 1. INCORPORATION CLAUSE.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

SECTION 2. PURPOSE.

The purpose of this Ordinance is to authorize the President or his or her designee to enter into and approve the Agreement which amends and supersedes the Original Agreement and which temporarily extends Sokol's use of the Property through August 31, 2016, to further authorize the President or his or her designee to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

SECTION 3. AUTHORIZATION.

The Village Board hereby authorizes and directs the President or his or her designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Village Board authorizes and directs the President or his or her designee to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Board further authorizes the President or his or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

SECTION 4. HEADINGS.

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

SECTION 5. SEVERABILITY.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance 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 Ordinance 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 Ordinance shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of July, 2016.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of July, 2016.

Deborah Morelli, President

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

Audrey McAdams, Village Clerk

EXHIBIT A

**WAIVER AND RELEASE OF ALL CLAIMS AND RETURN OF VILLAGE
PROPERTY**

This WAIVER AND RELEASE OF ALL CLAIMS (this "Release") is made effective as of this 29th day of JUNE, 2016 (the "Effective Date"), by and between the Village of Stickney, Illinois, an Illinois municipal corporation, (the "Village") and Sokol Stickney, an Illinois not-for-profit corporation ("Sokol"). (together, the Village and the Sokol may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

WHEREAS, the Parties previously entered into an agreement entitled An Agreement Between the Village of Stickney and Sokol Stickney, A Not-For-Profit Corporation, dated November 11, 2012, and all exhibits thereto (the "Original Agreement"), which is attached hereto; and

WHEREAS, pursuant to Section 7 of the Original Agreement, Sokol agreed to remodel and repair the downstairs and bar area of the Village's Recreation Center (the "Center" or the "Property") to its original condition at Sokol's own expense (the "Repairs"); and

WHEREAS, the Parties hereby acknowledge that Village extended the time period for Sokol to complete the Repairs through January 30, 2016 (the "Extension"); and

WHEREAS, the Parties acknowledge that the Repairs have not been completed as of the expiration of the Extension; and

WHEREAS, Sokol hereby agrees and acknowledges that its failure to complete the Repairs within the time period of the Extension constitutes a default under the Original Agreement, as was evidenced by the voluntarily relinquishment of building permits issued to Sokol for the Repairs at the Village's public meeting held on January 19, 2016; and

WHEREAS, this document serves as notice of default and intent to evict under the Original Agreement; and

WHEREAS, as set forth herein, this acknowledgement serves as notice and receipt of the notice of default and intent to evict, and Sokol hereby expressly waives any additional notice(s) to which it might otherwise be entitled; and

WHEREAS, the Parties hereby acknowledge that Sokol performs valuable services for the residents of the Village, including providing programs for school-aged children; and

WHEREAS, Sokol's programs for the 2015-2016 year will conclude on or before June 30, 2016; and

WHEREAS, the Parties have agreed to terminate the Original Agreement as of the Effective Date; and

WHEREAS, in order to allow Sokol to continue to provide valuable services to the community, the Village will allow Sokol to continue to utilize the Center, subject to the terms of this Release, until August 31, 2016; and

WHEREAS, based on the foregoing, the Parties have concluded that it is in the best interest of the Parties to enter into this Release.

1. RECITALS. The recitals stated above are an integral part of this Release and are incorporated into this Release by reference and made a part hereof.

2. CONTINUED USE BY SOKOL UNTIL AUGUST 31, 2016: For and in consideration of the termination of the Original Agreement and the cessation of the obligations, terms and conditions thereunder, the Village shall allow Sokol to utilize the Center for the until August 31, 2016 subject to the following conditions:

a. Sokol shall have the right to utilize the Center for three (3) nights a week, specifically Tuesday, Wednesday and Thursday from 5:00 p.m. to 10:00 p.m. until August 31, 2016.

b. Sokol must notify the Village in writing five (5) business days in advance if Sokol plans not to utilize its allotted days or times.

c. Sokol shall provide the Village with a calendar of its events and its class and/or activity schedule at a mutually agreeable time.

d. If any Sokol event has over seventy-five (75) individuals in attendance, Stickney Police security will be required. If attendance is between seventy-five (75) and one hundred (100) guests, then one (1) Stickney Police Officer paid by Sokol at the rate of \$25.00 per hour is required. If over one hundred (100) guests will attend any Sokol event, Sokol must engage two (2) Stickney Police Officers who shall be paid by Sokol at the rate of \$25.00 per hour.

g. Sokol hereby agrees and acknowledges that it shall not transfer, lease, sublet, assign, mortgage pledge or encumber this Release or the Property, in whole or in part, or permit the Property to be used or occupied by any other party, apart from Sokol's directors, employees, officials, guests, students or invitees.

2. RELEASE BY SOKOL. For and in consideration of the termination of the Original Agreement and the cessation of the obligations, terms and conditions thereunder and the continued use of the Center until August 31, 2016, Sokol, for itself and on behalf of its members, employees, directors, officers and agents, hereby releases, waives, discharges and covenants not to sue the Village or the Village's past and present officials (whether

elected or appointed), trustees, directors, employees, agents, officers, servants, representatives, attorneys, independent contractors, insurers, volunteers, successors or predecessors and any other party in any way related to the Village or any Village Department (collectively, the "Released Parties") of, from and for any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, injuries, deaths, costs and expenses, (including reasonable attorneys' fees and court costs) and damages (whether actual or punitive) that occurred or are alleged to have occurred in whole or in part in connection with the Original Agreement, Sokol's use of Village property, Sokol's eviction from the Property, this Release and the intentional or unintentional acts or omissions of the Released Parties stemming from Sokol's use of Village Property, including the condition thereof (collectively, the "Claims").

3. RELEASE BY VILLAGE. The Village shall waive all claims or causes of action against Sokol arising out of the non-performance of obligations under the terms and conditions of the Original Agreement conditioned upon the return of the Property pursuant to Section 4 as set forth herein on or before August 31, 201~~4~~⁶. The Village shall further waive all claims or causes of action available under the Forcible Entry and Detainer Act (735 ILCS 5/9-101 et seq.) conditioned upon the return of the Property pursuant to Section 4 on or before August 31, 2016 as set forth herein. By entering into this Release, the Village does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.). RTV

4. RETURN OF PROPERTY. Sokol hereby covenants to return possession of the Property and all permanent fixtures located thereon, in broom clean condition, and all keys for the Property to agents of the Village on or before August 31, 2016. The failure to perform all obligations under this Section 4 shall constitute a material default of this Release.

5. PROPERTY; DEFAULT; WAIVER. The Parties have discussed Sokol timeline for programming and the date of termination and the leasehold estate with the Village. In accordance with the foregoing, the Parties agree as follows, in the event that Sokol fails to return possession of the Property to the Village as set forth in Section 4 of this Release or fails to perform any other obligation set forth in this Release:

a. Sokol, to the fullest extent permitted by law, hereby waives any and all claims, interests or rights to the Property and shall in no event contest any action brought by the Village to remove Sokol from the Property, including, but not limited to, a cause of action under the Forcible Entry and Detainer Act (735 ILCS 5/9-101 et seq.); and

b. Sokol hereby confesses judgement in accordance with 735 ILCS 5/2-1301, and shall execute any and all necessary documentation required for the Village to obtain an order of possession for the Property; and

c. Sokol, hereby waives any and all notice provisions as required under the Forcible Entry and Detainer Act (735 ILCS 5/9-101 et seq.) and 735 ILCS 5/2-1301.

In accordance with the foregoing and if so requested by the Village, Sokol shall execute any and all documentation required for the removal of Sokol from the Property, including, but not limited to, any documents necessary for the Village to obtain an order of possession. The Village shall further be entitled to remove Sokol and its personal property from the Property in the event that Sokol fails to return possession of the Property to the Village as set forth in Section 4 of this Release.

6. INDEMNIFICATION. To the fullest extent permitted by law, Sokol agrees to and shall defend, indemnify and hold harmless the Released Parties of, from and against the Claims. In the event that the Sokol fails to return possession of the Property to the Village pursuant to Section 4 and the Village elects to pursue an eviction action or any other suit to protect its interests in the Property, Sokol shall indemnify the Village for any and all attorneys fees and costs for said legal action.

7. REMEDIES; TERMINATION. In addition to any and all other rights a Party may have available according to law, if Sokol defaults by failing to substantially perform any provision, term or condition of this Release, the Village may terminate this Release by providing written notice to Sokol. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have fifteen (15) calendar days from the effective date of such notice to cure the default(s). Unless waived by the Party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Release.

8. ENTIRETY AND BINDING EFFECT. This Release contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any.

9. NOTICE. Unless otherwise specified herein, notices must be in writing and are validly given and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Village:

The Village of Stickney, Illinois
Attn:
6533 Pershing Road
Stickney, Illinois 60402
Phone: (708)749-4400
Fax: (708) 749-4451

With a copy to:

Del Galdo Law Group, LLC

Attn: Michael T. Del Galdo/ Jessica R. Fese
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Phone: (708) 222-7000
Fax: (708) 222-7001

To Sokol:

Phone:
Fax:

10. COUNTERPARTS AND FACSIMILE. This Release may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Release and transmitted by facsimile shall have the same effect as an original signature.

11. MISCELLANEOUS. Sokol further acknowledges that the individual executing this Release on Sokol's behalf or Sokol's authorized representative: (a) reads and understands English and has carefully read the contents of this Release; (b) is competent, of lawful age and has legal authority to enter into this Release; (c) has not been given any promise or inducement to sign this Release; (d) understands that this Release is intended as a complete waiver and release in favor of the Released Parties; (e) assumes full responsibility for any damage, injury, or loss that occurs or is alleged to have occurred as a result of Sokol's use of the Property or any violation of this Release; and (f) has signed this Release as Sokol's free and voluntary act.

12. SEVERABILITY. If at any time subsequent to the date hereof any provisions of this Release shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Release.

13. ENTIRE AGREEMENT. The Revised Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not contained herein or in the Original Agreement shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.

THE PARTIES TO THIS RELEASE HAVE READ THE FOREGOING RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Release to be executed as of the later date written below.

Executed:

An Authorized Representative of the Village of Stickney, Illinois

Richard T. Vacheta

An Authorized Representative of Sokol Stickney

Date

6/29/2016

Date