

# VILLAGE OF STICKNEY

6533 West Pershing Road  
Stickney, Illinois 60402-4048  
Phone - 708-749-4400  
Fax - 708-749-4451



Kathleen Fuentes  
Edwin Rivadeneira

Village Trustees  
Mary Hrejsa  
Sam Savopoulos

Mitchell Milenkovic  
Jeff White



Deborah E. Morelli  
Village President

Kurt Kasnicka  
Village Treasurer

Audrey McAdams  
Village Clerk

## REGULAR MEETING BOARD OF TRUSTEES

Tuesday, February 21, 2017

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. Accept the report from the Illinois Department of Revenue
7. Accept the report from the Illinois Department of Transportation
8. Approve Resolution 04-2017, "A Resolution Authorizing the Release of Executive Session Minutes"
9. Approve Resolution 06-2017, "A Resolution Authorizing and Approving the Settlement of Litigation and Execution of a Certain Settlement Agreement in the Village of Stickney V. Madness, Inc. and Chester Hiller, for the Village of Stickney"
10. Motion to Direct Collection and Enforcement Action Against any Person or Corporation that Failed to Pay and/or Wasn't Charged the Proper Amount Required by the Village Code for a Building Permit in the Year 2016
11. Report from the Mayor
12. Report from Clerk
13. Trustee Reports/Committee Reports
14. Reports from Department Heads
15. Public Comment
16. Motion to Adjourn to Closed Session
  - a. Discussion Regarding *Alicea 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).
17. Motion to Return to Open Session
18. Adjournment

Posted February 16, 2017

February 7, 2017

State of Illinois  
County of Cook  
Village of Stickney

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, February 7, 2017 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, Milenkovic, Savopoulos and White  
Absent: Trustee Rivadeneira

Trustee Milenkovic moved, duly seconded by Trustee White, to approve the minutes of the previous regular session meeting held on January 17, 2017 as submitted by the clerk.

Upon the roll call, the following Trustees voted:  
Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Savopoulos and White  
Nays: None  
Absent: Trustee Rivadeneira  
President Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos, to approve the payment of the bills.

Upon the roll call, the following Trustees voted:  
Ayes: Trustee Fuentes, Hrejsa, Milenkovic, Savopoulos and White  
Nays: None  
Absent: Trustee Rivadeneira  
President Morelli declared the motion carried.

Trustee Savopoulos moved, duly seconded by Trustee Milenkovic to approve Resolution 02-2017, "A Resolution Authorizing 2016 MFT Maintenance—Rock Salt MFT Section No. 16-00000-00-GM in the amount of \$77,620.86"

Upon the roll call, the following Trustees voted:  
Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Savopoulos and White  
Nays: None  
Absent: Trustee Rivadeneira  
President Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Fuentes to approve Resolution 03-2017, "A Resolution Authorizing 2017 MFT Maintenance—Rock Salt MFT Section No. 17-00000-00-GM in the amount of \$32,778.00"

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: Trustee Rivadeneira

President Morelli declared the motion carried.

Trustee Milenkovic moved, duly seconded by Trustee Savopoulos to approve the request on behalf of the Stickney-Forest View Lions Club requesting permission to place Lions Club promotional signs at each entrance into the Village.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Milenkovic and Savopoulos

Nays: None

Absent: Trustee Rivadeneira

Abstain: Trustee White

President Morelli declared the motion carried.

**NEW BUSINESS:** Motion to direct collection and/or enforcement action against any business that operated [in the years\_\_\_to the present] without a Stickney Business License.

Village Attorney Mike Del Galdo informed us, "That should be stricken from the agenda. When I conveyed that over, I misunderstood what the subject matter was. If you could strike that from the agenda, I will rephrase that properly for the next board meeting. I apologize."

**PRESIDENT REPORT:** Valentine Day greetings were given.

**CLERK'S REPORT:** Clerk McAdams reported, "The Stickney-Forest View Lions Club 2017 Scholarship will once again be offered. The scholarship is open to residents of Stickney and Forest View. The Student is required to pick up and return a completed scholarship application to O'Reilly's Flowers, 6730 Pershing Road, Berwyn, IL. The deadline is April 30, 2017.

**TRUSTEES' REPORTS:** Trustee Fuentes announced that the next Parks & Rec meeting is Tuesday, March 28, 2017 at 6:30. The egg hunt is Saturday, April 1, 2017.

Trustee Fuentes gave the fire department report for the month of January, 2017 as follows: Ambulance calls: 47; Mutual Aid Calls: 7; Service Calls: 3; Fire Calls: 15; Hazardous Condition Calls: 2; Motor Vehicle Accidents: 4; Working Fires: 1; Brush/Trash Fire Calls: 0; Car Fires: 0; Outside Equipment Fires: 0; Total calls for the month of: January - 79; Total calls for 2017: 79.

In addition, Trustee Fuentes gave the Police Department report for the month of January, 2017: Total number of calls for service; 1,355: Total number of E911 calls

received; 376: Arrest by type: Traffic: 96; Village Ordinance Offences: 23; Warrants and Complaints: 4; Parking violations: 180; Total number of arrests/citations issued: 303; Total number of squad miles: 9,697; Total amount of gasoline used: 1,328.5 gallons; Average gas mileage/squad: 7.299 mpg.

Ordinance Activity Report for the month of January, 2017. Ordinance Investigations: 280; Business License Investigations: 6; Violation Notices Issued: 3; Miscellaneous Details: 165; S.L.O. Tickets: 5; Parking Citations Issued: 1;

Trustee Milenkovic attended the Midway Noise Compatibility Commission on January 26. The total noise complaints for the fourth quarter in Stickney were four. They all came from one house. They are trying to reach out to Southwest and Delta Airlines because from midnight to 7:00 a.m. that is the quite time. We are asking them to cut back but we can't really force them to. The fourth quarter average noise decibel was 54.3. The 12 month average for last year was 54.9. Sixty-five decibels is where you could have some work done. We are far below that. For the 20 years that the commission has been in place, we have soundproofed 10,173 homes. We are hoping to do 1,600 homes this year and that would wrap everything up. A lot of these homes don't want to do it. They are worried about the quality of the work. They do not want the city to go into their homes. They are eligible, they applied, and now they are backing out. We are trying to get them to cooperate. It is up to them of course. We are calling that phase 16 and that would finish the program.

Trustee Savopoulos received a request from High Tower Solutions. They wanted to perform a structural analysis on the water tower for Verizon. Public Works Supervisor Jeff Boyajian gave them access to the tower. As soon as he has further information he will update the board.

Trustee White moved, duly seconded by Trustee Fuentes to accept the treasurer's report for August, 2016.

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: Trustee Rivadeneira

President Morelli declared the motion carried.

**DEPARTMENT REPORTS:** Police Chief Sladetz informed us of the need to replace two of the squads. The Tahoe will be replaced and one of the Ford SUV Interceptors. He wants to replace one car for a like other car so we could use some of the same safety equipment. In addition, he mentioned some networking information he learned about on an APB network. Today he referred to a scam where people dress in day-glow vests and they will con people to get into their houses. He strongly enforced the need for people to ask for identification badges.

Public Works Supervisor Jeff Boyajian celebrated over the three weeks without snow. We had a water main break on 41<sup>st</sup> Street. A 12-inch feeder main was shut down. This water main travels through the west side of town. The water pressure dropped as a result. Forest View help us by opening up one of their cross connections to increase the pressure. When we dropped in pressure, the EPA regulates what we

need to do. The water pressure dropped below 20 pounds and that forced us to issue a boil order last night. After the repairs were completed the system was flushed. The Water Operator, Bob Wyant took two water samples. One sample where the break was and another at a house on the west side of town. These samples were taken to the laboratory first thing this morning. The results should be back by 9:00 a.m. tomorrow. You will hear from us whether the boil order will continue or not . He further explained that the EPA is getting more stringent on their rules and regulations on water main breaks and drops in pressure.

Fire Chief Larry Meyer promoted the use of our CODE RED notification system that alerted residents of this water main break. Then he gave step-by-step instructions on how to sign up for the alerts. Additionally, the fire department had problems with their radio network. Our ambulance reporting software developed some inefficiency. The whole country has to file similar reports. New software was installed to update the system. Then information was given concerning repairs to our 2009 engine's ABS Fail Warning Breaking System.

Public Works Supervisor Jeff Boyajian alerted us to the fact that all the Public Works ID Badges have recently been updated. He suggested that you should not let anyone in your house if they are saying they are from Public Works unless they have an ID to show you. If you have any questions call the police. They will come right out. Police Chief Sladetz suggested that people without internet capabilities could walk into the police station and ask to be enrolled in CODE RED.

Treasurer Kurt Kasnicka reminded us that President's Day is coming up. The administrative offices will be closed on February 20. Public Works pickup will be delayed a day.

Trustee White moved, duly seconded by Trustee Sam Savopoulos to adjourn into closed session at 7:24 p.m.

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: Trustee Rivadeneira

President Morelli declared the motion carried.

Trustee Fuentes moved, duly seconded by Trustee Hrejsa to return to open session at 8:15 p.m.

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: Trustee Rivadeneira

President Morelli declared the motion carried.

There being no further business, Trustee White moved, duly seconded by Trustee Hrejsa that the meeting be adjourned. Upon which the Board adopted the motion at 8:18 p.m.

Respectfully submitted,

\_\_\_\_\_  
Audrey McAdams, Village Clerk

Approved by me this      day of      2017

\_\_\_\_\_  
Deborah E. Morelli, Village Mayor



SALES TAX  
FOR NOVEMBER, 2016  
\$ 42,688.87

# VENDOR WARRANT DETAIL

## STICKNEY VILLAGE TREASURER

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Warrant/EFT#: EF 0006461

Fiscal Year: 2017

Issue Date: 02/06/17

Warrant Total: \$42,688.87

Warrant Status:

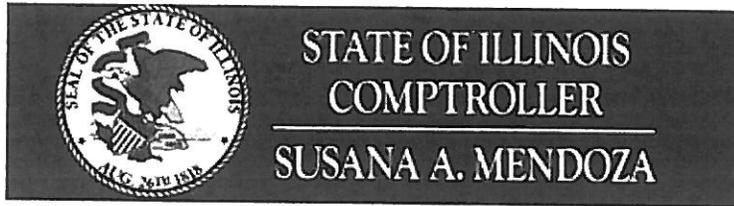
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1064335	7A1064335	\$42,688.87

### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$42,688.87	DISTRIBUTE MUNI/CNTY SALES TAX

### Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 02/03/2017
2	MUNICIPAL 1 % SHARE OF SALES TAX



MOTOR FUEL TAX  
FOR JANUARY, 2017  
\$15,303.12

# VENDOR WARRANT DETAIL

STICKNEY VILLAGE  
TREASURER OF

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Warrant/EFT#: EF 0003122

Fiscal Year: 2017

Issue Date: 02/03/17

Warrant Total: \$15,303.12

Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
494 - TRANSPORTATION			7MT002495	\$15,303.12

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0414	494	90	44910000	4491	\$15,303.12	DISTRB ITEMS: MUNICIPALITIES

Agency Contact Information

217-782-6496

[Click here for assistance with this screen.](#)

**RESOLUTION 04-2017**

**A RESOLUTION REGARDING THE RELEASE  
OF EXECUTIVE SESSION MINUTES**

WHEREAS, the Village of Stickney (the "Village") Illinois has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.06(c), the Village of Stickney has met in closed session to review all closed session minutes; and

WHEREAS, the Village of Stickney has determined that the minutes of the closed session meetings listed in the attached hereto as Exhibit A no longer require confidential treatment and should be made available for public inspection; and

WHEREAS, the Village of Stickney has determined that the minutes of the closed session meetings attached hereto as Exhibit B still require confidential treatment and will not be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Stickney, Illinois, as follows:

Section 1: The executive session minutes from those meetings set forth on Exhibit A attached hereto are hereby released.

Section 2: The Village Clerk is hereby authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the Clerk's office.

Section 3. Pursuant to Section 2.06(c) of the Open Meetings Act, the Clerk is further authorized to destroy the verbatim records of all Closed Meetings that have occurred more than (18) months from the date of this Resolution, this Board having approved written Minutes of all such meetings.

Section 4. This resolution shall be in full force and effect from and after passage and approval according to law.

Pass by the Board of Trustees of the Village of Stickney, Illinois

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ of \_\_\_\_\_ 2017.

\_\_\_\_\_  
President, Deborah Morelli  
Village of Stickney, Cook County, Illinois

ATTESTED, FILED IN MY OFFICE,  
AND PUBLISHED IN PAMPHLET FORM  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
Audrey McAdams, Clerk  
Village of Stickney, Cook County, Illinois

## EXHIBIT A

February 2, 2016	Release of Executive Session Minutes
February 2, 2016	Sokol
January 19, 2016	Sokol
October 6, 2015	Sokol
September 15, 2015	Property Tax Appeals (Kornerstone Properties and Commonwealth Edison)
September 15, 2015	Sokol
July 28, 2015	Sokol
July 21, 2015	Sokol

**RESOLUTION NO. 05-2017**

**A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION AND THE EXECUTION OF A CERTAIN SETTLEMENT AGREEMENT IN THE VILLAGE OF STICKNEY V. MADNESS, INC. AND CHESTER HILLER, 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 the plaintiff (the "Plaintiff") in a lawsuit brought against Madness, Inc. and Chester Hiller as the defendant (together, the "Defendant") in the Circuit Court of Cook County, styled *Village of Stickney v. Madness, Inc. and Chester Hiller*, Case No. 2008-M5-2258 (the "Litigation"); and

**WHEREAS**, the Village sought the demolition of certain real property owned by the Defendant and other relief; 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 Village and the Defendant (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 Settlement Agreement, General Release, And Covenant Not To Sue (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 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 accept 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.

PASSED this \_\_\_ day of \_\_\_\_\_, 2017.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Deborah Morelli, President

ATTESTED AND FILED in my  
office this \_\_\_ day of  
\_\_\_\_\_, 2017.

\_\_\_\_\_  
Audrey McAdams, Village Clerk

**EXHIBIT A**

**SETTLEMENT AGREEMENT, GENERAL  
RELEASE, AND COVENANT NOT TO SUE**

**Village of Stickney** (“PLAINTIFF” or “Village”), and **Madness. Inc., and Chester Hiller** (collectively the “DEFENDANT” or “Hiller”) (PLAINTIFF and DEFENDANT may be referred to herein individually as a “Party” or collectively as the “Parties”), voluntarily agree to completely settle and resolve all claims PLAINTIFF may have against the DEFENDANT for claims, judgments, liens, attorneys’ fees and costs incurred as described below, as of the time the Parties execute this Settlement Agreement, General Release and Covenant Not to Sue (“Agreement”), in accordance with the terms of this Agreement, as follows:

**RECITALS**

WHEREAS, on or about December 8, 2008, PLAINTIFF filed a lawsuit against the DEFENDANT, generally entitled Village of Stickney v. Madness Inc. and Chester Hiller as Case No. 2008-M5-2258 (the “Lawsuit”) IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, seeking demolition and other relief regarding certain real property described as:

LOTS 21, 22, AND 23 IN BLOCK 4 IN GOSS, JUDD AND SHERMAN’S FOREST MANOR, A SUBDIVISION OF BLOCKS 32 AND 33 IN CIRCUIT COURT PARTITION IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, with common street address of 4139 South Harlem Avenue, Stickney, Illinois (PIN: 19-06-111-018-0000, 19-06-111-019-0000, 19-06-111-020-0000) (the “Subject Property”); and

WHEREAS, on or about October 18, 2011, the Court entered judgment in favor of PLAINTIFF and against DEFENDANT in the Lawsuit in the amount of Seventy Three Thousand, Six Hundred Ninety Seven and 45/100 USD (\$73,697.45) (the “Amount”); and

WHEREAS, as related to the Lawsuit, the Village recorded with the Cook County Recorder of Deeds, County of Cook, State of Illinois, both (a) “Memorandum of Judgment” recorded on 11/22/2011 with Document #1132634075, and (b) “Notice of Judgment Lien” recorded on 11/23/2011 with Document #1132734026 (the “Liens”), both of which reflected liens and a judgment against the Subject Property for the Amount; and

WHEREAS, arising from Village Code violations having occurred on the Subject Property, there have been judgments entered for citations and tickets resulting in unrecorded liens against the Subject Property and DEFENDANT being owed to the Village in an amount approximating Six Thousand and No/100 USD (\$6,000.00) (the “Citations”); and

PLAINTIFF and DEFENDANT have determined that it is in their respective best interests to resolve disputes between them related to the above for the purpose of DEFENDANT making payment(s) to satisfy the Amount and the Citations, and to avoid future controversy, costs, legal fees, inconvenience, and any possible litigation regarding these matters;

NOW, THEREFORE, for and in consideration for the provisions, covenants and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The Recitals set forth above shall be incorporated and made a part of the Agreement.
2. Settlement Terms. In full satisfaction of the Amount owed and the Citations, and for Release of the Liens, the Parties hereby agree to the following terms of settlement: DEFENDANT (Madness, Inc., or Chester Hiller) agrees to pay the total sum of **TWENTY-FIVE THOUSAND AND NO/100 USD (\$25,000.00)** (the "Payment") to "Village of Stickney"; payment shall be delivered to the Village within thirty (30) days of the Effective Date of this Agreement. Within thirty (30) days of receipt of Payment, the Village shall provide to DEFENDANT: a Release of Liens substantially in the same form as attached hereto as Exhibit A, and separate written confirmation that the Citations are considered paid in full.
3. Each Party is responsible for the payment of his or its own attorneys' fees, costs, disbursements, expenses, or any other monies expended in connection with this matter.
4. Release and Covenant Not to Sue.
  - a. To the greatest extent permitted by law, PLAINTIFF, for himself and his attorneys, insurers, successors, predecessors, heirs, beneficiaries, and assigns agree to release and forever discharge the DEFENDANT and its and their officials, officers, members, attorneys, counselors, representatives, administrators, affiliates, fiduciaries, insurers, employees, jointly and severally, in their individual, official, fiduciary and corporate capacities, from and regarding all claims they have or might have as of the time of the execution of this Agreement, whether known or unknown, arising from the Lawsuit, Liens, and Citations.
  - b. To the greatest extent permitted by law, DEFENDANT, for himself and his attorneys, insurers, successors, predecessors, heirs, beneficiaries, and assigns agree to release and forever discharge the PLAINTIFF and its officials, officers, members, attorneys, counselors, representatives, administrators, affiliates, fiduciaries, insurers, employees, jointly and severally, from and regarding all claims they have or might have as of the time of the execution of this Agreement, whether known or unknown, arising from the Lawsuit, Liens, and Citations.
5. No Assignment. The Parties expressly represent and promise that neither has assigned nor transferred, or purported to assign or transfer, and will not assign or transfer: (a) any claims, or portions of claims, against the other; (b) any rights that either may have had to assert claims on its/their behalf against the other; and (c) any right it/they have or may have to the Payment to be paid to PLAINTIFF pursuant to this Agreement.
6. Resolution of Claims. PLAINTIFF and PLAINTIFF's COUNSEL agree that this Agreement, including the payment of monies, resolves the Lawsuit, Liens, and Citations.

7. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement. Gender-specific language is to be interpreted in its most reasonable fashion for the Agreement; section or paragraph titles are irrelevant to interpretation of this Agreement; use of capitalization is irrelevant to interpretation of this Agreement.

8. Complete Agreement; Amendment. This Agreement sets forth all of the terms and conditions of the agreement and understanding between the Parties concerning the subject matter hereof and any prior agreements, understandings and communications (oral, written or in any format) are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written document signed by the PLAINTIFF and the DEFENDANT.

9. Severability. In the event that any of the provisions of this Agreement are found by a court of law or other judicial or administrative tribunal to be unenforceable, the remaining provisions of this Agreement will, at the DEFENDANT's discretion, remain enforceable.

10. No Admission of Liability. This Agreement is being entered into solely for the purpose of settling disputed claims and shall not be construed as an admission by any party.

11. Acknowledgement of Contents and Effect. DEFENDANT declares that he and his attorney (if any) have completely read this Agreement and acknowledge that it is written in a manner calculated to be understood by DEFENDANT. DEFENDANT fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enter into this Agreement. Further, DEFENDANT agrees and acknowledges that he has had the full opportunity to investigate all matters pertaining to his claims, and to consult an attorney, and that the waiver and release of all rights or claims he may have under any local, state or federal law is knowing and voluntary.

12. Counterparts/Authority. This Agreement may be executed in Counterparts, each of which shall be an original and all of which together shall constitute one and the same document. The signatories below to the Agreement expressly state and affirm that they have the actual authority to execute this Agreement on behalf of each Party. The Effective Date of this Agreement is the date on which the latter of the two Parties executes the Agreement.

13. Choice of Law. The Parties agree that this Agreement shall be deemed to have been executed and delivered in the State of Illinois and shall in all respects be governed, interpreted and enforced in accordance with the laws of the State of Illinois exclusive of its conflicts of laws provisions.

*(REMAINDER OF THIS PAGE IS BLANK; SIGNATURE PAGE FOLLOWS)*