

RESOLUTION NO. 1- 2018

A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT BETWEEN THE VILLAGE OF EVERGREEN PARK AND LUKE OIL, INC.

WHEREAS, the Village of Evergreen Park (“Village”) is a member of MABAS Division 21 (“MABAS”); and

WHEREAS, on November 13, 2013, the Village’s Fire Department, along with the fire departments of other MABAS members, responded to an emergency mutual aid call involving the possible discharge of hazardous materials at or near the intersection of 95th Street and Harlem Avenue, Bridgeview, Illinois; and

WHEREAS, the members of MABAS, including the Village, filed suit in the United States District Court for the Northern District of Illinois (Village of Bedford Park, et. al, v. Luke Oil, Inc., Case No. 2017 C 01236) seeking recovery of all emergency response expenses relating to the incident from the alleged responsible party; and

WHEREAS, the parties have reached a settlement agreement; and

WHEREAS, it is in the best interest of the Village that the Mayor be authorized to execute the attached Release of All Claims.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Evergreen Park, Cook County, Illinois, as follows:

Section 1

That the Mayor is hereby authorized to execute the attached Release of All Claims and any other documents relating to the settlement of all claims involving the November 13, 2013, incident referenced above.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
(EASTERN DIVISION)**

Village of Bedford Park, Illinois, et al.)	
)	
) Plaintiffs,	Case No.: 2017-cv-01236
vs.)	
)	
Luke Oil, Inc.,)	
) Defendant.	

RELEASE OF ALL CLAIMS

In consideration of the global payment to the Village of Bedford Park, the Village of Bridgeview, the City of Burbank, the Village of Chicago Ridge, the Village of Evergreen Park, the Village of Forest View, the Village of Oak Lawn, the Village of Summit, the Tri-State Fire Protection District, the Hometown Fire Protection District, the North Palos Fire Protection District, the Roberts Park Fire Protection District, and Mutual Aid Box Alarm System ("MABAS") Division 21 (hereinafter, collectively referred to as "Plaintiffs") in the amount of **\$60,000 (SIXTY THOUSAND DOLLARS AND NO CENTS)**, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plaintiffs, and on behalf of their heirs, executors, administrators, successors and assigns, releases and forever discharge Luke Oil, Inc., Federated Mutual Insurance Company, Federated Service Insurance Company, and all of their agents, servants, executors and administrators, insurers, attorneys, successors and assigns, from all claims and demands, actions and causes of action, whether by common law, any statute, ordinance, local law, or otherwise, and all third-party claims for contribution, including but not limited to any claims for reimbursement for services rendered by Plaintiffs, their agents, servants, employees, volunteers, and/or reimbursement for the use of any and all equipment and/or vehicles owned, operated, or used or relied upon in anyway by the Plaintiffs and/or their agents, servants, employees, or volunteers, and any and all consequential injuries and damages which have resulted

or may result from the occurrence which took place on or about November 13, 2013, at or near the intersection of W. 95th St. and the N. 294 exit ramp in Bridgeview, Illinois, including but not limited to any cause of action or claim that was a part of or could have been a part of the litigation pending in the U.S. District Court for the Northern District of Illinois, Eastern Division, Case No. 17-cv-01236.

No Admission of Liability: It is understood and agreed that this settlement is the compromise of a disputed claim and that the payment is not to be construed as an admission of liability on the part of the party hereby released and that this release and settlement shall not be used by the undersigned or anyone on her behalf against the party hereby released, or her agents or servants, as a waiver or estoppel or as a defense in any action which is now pending or may be brought hereafter, whether such action be asserted in a complaint or by way of cross-action, counterclaim or set off.

No Publicity: It is understood and agreed that No Publicity is a material term of this Release of All Claims and Settlement Agreement. The Plaintiffs, their agents, attorneys, power of attorney, and legal counsel, will keep the fact and terms and conditions of this settlement confidential (including, without limitation, the amount thereof and the negotiations and discussions leading up to the settlement) and shall be disclosed to no one by them or anyone acting on their behalf except for judicial officials and employees, accountants, insurers, attorneys, advisors and others involved in managing the plaintiff's financial matters, and except under one or more of the following conditions: (a) to the extent disclosure is required by law, or is necessary to satisfy federal, state or local law, or regulations thereunder, including but not limited to, by way of example only, an appropriate request made under the Freedom of Information Act (FOIA) and then only to the extent necessary to comply with the applicable law or regulation; (b) to the extent disclosure is required by subpoena issued from, or an order of, a Court of competent jurisdiction, and then only to the extent necessary to comply with the subpoena or Court order; (c) to the extent

that disclosure of this Release is required at any open meeting to discuss, approve or adopt the terms of this Release, or (d) to the extent disclosure is required to their accountants and/or tax preparers and then only to the extent necessary for the accountants and/or tax preparers to complete his or her professional services.

Except where permitted in the above paragraph, the Plaintiffs and their attorneys or other representatives will not in any way or under any circumstance publicize in any news or communication media (including, without limitation, newspapers, magazines, radio, internet and television) the facts or terms and conditions of this settlement and they will decline comment on any aspect of this settlement. The Plaintiffs, and their attorneys agree that this settlement, the identity of the Releasee and Defendant's name, and the name of their insurance carrier shall not be mentioned or referenced in any advertising, promotional, or marketing materials by Plaintiffs, or their attorneys and representatives. The Plaintiffs and their attorneys acknowledge that the No Publicity clause, set forth in this section, is a material element of this agreement. Should a court of competent jurisdiction find that any Plaintiff has breached the terms of this paragraph, then the breaching Plaintiff shall within thirty (30) days of any such finding return to Federated Mutual Insurance Company the consideration paid for this Release while the remaining terms and conditions of this Release shall continue to have full force and effect.

Payment: The settlement proceeds shall be paid to Plaintiffs by a single check, made payable to, "Mutual Aid Box Alarm System Division 21." Payment shall be mailed to Plaintiffs' attorneys of record: Ottosen Britz Kelly Cooper Gilbert & DiNolfo, Ltd., Attn: Stephen H. DiNolfo, 1804 N. Naper Blvd., Suite 350, Naperville, IL 60563.

Approval and Adoption by Plaintiffs: All Plaintiffs affirmatively represent that each respective municipality has passed a formal resolution adopting all terms of this Release, and that the Plaintiffs, and each of them, has complied with all applicable statutes, laws, rules, and/or ordinances relating thereto. It is the intention of the Plaintiffs that Defendant reasonably rely upon

Plaintiffs' representations made herein. This agreement is contingent upon and shall not be effective until such time as all Plaintiffs have passed a formal resolution adopting the terms of this Release, and until the last of such adopted resolutions has been tendered to counsel for Defendant. Each resolution shall be appended to and become a part of this Release of All Claims.

In the event that any Plaintiff fails to comply with any applicable statute, law, rule, and/or ordinance in the acceptance or adoption of the terms of this Release, fails to formally adopt the terms of this Release, or in the event of any material defect in any Plaintiff's adoption or acceptance of the terms of this Release, then any consideration paid to any such Plaintiff who breaches the terms of this section shall immediately be returned to Defendant.

Authority to Sign: Plaintiffs affirmatively representative that the individual signing this Release on their behalf or behalves has the lawful authority to bind each respective Plaintiff to this Release. It is the intention of the Plaintiffs that Defendant reasonably rely upon Plaintiffs' representations made herein. In the event that the individual signing on behalf of any Plaintiff lacked the lawful authority to execute this Release, or in the event of any material defect in the execution of this Release, then any such Plaintiff shall first make all reasonable attempts to correct any such defect. Any Plaintiff who is unwilling or unable to correct such defect shall return any consideration paid to it to Defendant.

Entire Agreement: The undersigned agrees that this Release contains the entire agreement between the parties hereto and that the terms hereof are contractual and not a mere recital.

THIS IS A COMPLETE RELEASE. READ IT BEFORE SIGNING.

Village of Evergreen Park

By: James J. Septon

Its: MAYOR of EVERGREEN PARK
(Title)

Date: FEB 5, 2018

SUBSCRIBED AND SWORN BEFORE me this,

5th day of ~~October, 2017~~
FEB, 2018

Christine M. McCann
NOTARY PUBLIC

