

**REGULAR MEETING
BOARD OF TRUSTEES**

Tuesday, July 2, 2013

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 Engineer's Payment Estimate No. 4 for 1.0 MG Torisphere Elevated Tank Painting**
- 7. Pass and Approve Resolution 07-2013, "A Resolution Authorizing the Agreement Between the Village of Stickney and Bands Playing at the Centennial Fest."**
- 8. Report from the Mayor**
- 9. Report from the Clerk**
- 10. Trustee Reports/Committee Reports**
 - a. Accept Treasurer's Report for the Month of April, 2013**
- 11. Reports from Department Heads**
- 12. Audience Questions**
- 13. Adjournment**

Posted June 27, 2013

June 18, 2013

**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 18, 2013 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 De Leshe, Gomez, Lazansky, Savopoulos, Walik and White**

Trustee Walik moved, duly seconded by Trustee Savopoulos, to approve the minutes of the previous regular session on Tuesday, June 4, 2013.

**Upon the roll call, the following Trustees voted:
Ayes: De Leshe, Gomez, Lazansky, Savopoulos, Walik and White
Nays: None
Mayor Morelli declared the motion carried.**

Trustee Lazansky moved, duly seconded by Trustee Gomez 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: De Leshe, Gomez, Lazansky
Nays: Savopoulos, Walik and White**

Trustee Lazansky, chairman of the finance committee, questioned why they were voting no. Trustee White responded that he had a problem with the John S. Xydakis attorney bill. He went on to say that he is the adjudicator and prosecutor. We have a \$900 bill for each of those. Then we have a \$9,660 additional charge. Trustee White remarked that Donald Kreger is the Village Attorney and he didn't know that Mr. Xydakis is the Village Attorney. Because, if he is, that needed to be voted on by this board and it was not. Trustee Walik seconded that. Trustee Lazansky responded, "What Mr. Xydakis was doing was in the changeover was helping President Morelli out." "Because", he said, "Mr. Kreger at times was not able to do so." "So, Mr. Xydakis was in there helping President Morelli at everything that she could possibly do or see." Trustee White continued to dispute some charges that were made on a Sunday, May12, we have three hours of phone conversations. He felt that there are a lot of discrepancies that he would like explained. No one has been able to explain them to him this week. If someone can explain these charges to me then he wouldn't have a problem going forward. Trustees DeLeshe and Gomez asked for a copy of the bill. Trustees Walik and White asked Attorney Donald Kreger if John Xydakis was working for him. We learned that he wasn't. Trustee Lazansky said he was working for the

village. Attorney Kreger explained that a vote was already taken. He went on to say that we are discussing it now. The Mayor is either going to vote to break the tie or try to discuss this with the board as to why this occurred. At this time, Mayor Morelli explained that she would rather discuss this with the trustees so that everybody is on board with this. Donald Kreger recommended that everyone would have to withdraw their vote right now so that we could get a vote to amend the bill list. All votes were withdrawn.

Trustee White moved to amend the bill list to remove this particular bill from the Law Office of John Xydakis in order to approve the payment of the existent bill list, duly seconded by Trustee DeLeshe.

Discussion continued where Trustee White reminded us that the discrepancy is the \$9,660. Attorney Donald Kreger explained that the Mayor will discuss the issue with John Xydakis and there may not be a discrepancy or she will make a determination. She would like to do that first before breaking the tie vote. Trustee DeLeshe recommend that they go into a closed session. It would be allowed seeing that it concerns personnel.

Upon the roll call, the following Trustees voted:

Ayes: De Leshe, Gomez, Lazansky, Savopoulos, Walik and White

Nays: None

Mayor Morelli declared amendment to the motion carried

Mayor Morelli called the vote as amended to pay the remainder of the bills.

Upon the roll call, the following Trustees voted:

Ayes: De Leshe, Gomez, Lazansky, Savopoulos, Walik and White

Nays: None

Mayor Morelli declared the motion carried

Trustee Savopoulos moved, duly seconded by Trustee Gomez to accept the report from the Illinois Department of Revenue for sales tax collected for the month of March, 2013 indicating the sum of \$38,603.57.

Upon the roll call, the following Trustees voted:

Ayes: De Leshe, Gomez, Lazansky, Savopoulos, Walik and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee White to accept the report from the Illinois Department of Transportation motor fuel tax for the month of May, 2013 indicating the sum of \$17,256.17.

Upon the roll call, the following Trustees voted:

Ayes: De Leshe, Gomez, Lazansky, Savopoulos, Walik and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Lazansky moved, duly seconded by Trustee Gomez to approve a Block Party on 40th Place between Home and Wisconsin on July 27, 2013 between 10:00 a.m. and 10:00 p.m.

Upon the roll call, the following Trustees voted:

Ayes: De Leshe, Gomez, Lazansky, Savopoulos, Walik and White

Nays: None

Mayor Morelli declared the motion carried.

Prior to the vote the Clerk explained that she called the person representing the block party and asked if they were going to have any of the things specified in the new guidelines that required special insurance. She was told that they were not.

PRESIDENT REPORT: Mayor Morelli announced that representatives from the Cook County Assessor's office will give a presentation to our residents after this meeting. They will answer any questions and help the residents fill out flood appeal forms. She has also arranged to have the Executive Director of the Metropolitan Water Reclamation District here on July 2, at 7:15. to deliver a presentation on the causes of the flood and answer questions.

CLERKS REPORT: The Clerk explained a new feature she will be highlighting during each board meeting during this centennial year. She will be reading passages from the minutes written over the last 100 years.

Third Installment of the Centennial Minutes

On April 6, 1920, Marshall Joseph Slepicka resigned. (The term Marshall was used instead of Police Chief.)

As of April 20, 1920 the license fees for a one horse wagon or vehicle was \$1.00. A six or more horse wagon or vehicle was \$6.00. Automobiles or vehicles propelled by gasoline or other explosive liquids having more than thirty-five horse power was \$5.00. At this same meeting the canvass results of the most recent election was reported. There were six people running for three trustee positions. Two people ran for Village Clerk. The votes for each were recorded as such: The name of the candidate.....received 45 men's votes, 39 women's votes, 84 total votes for Village Clerk.

On May 4, 1920 the new Marshall Charles F. Eisele was named.

A bill of \$4.50 was paid on July 6, 1920 for six Police Clubs. The Marshall reported the salaries for the services of four officers. Two were paid \$25 and two at \$10. (The police department is growing) On November 16, 1920 a bill of \$19.00 was paid for the Marshall Charles Eisele's trousers and vest.

On June 7, 1921 a petition of Erna Renc was read and voted upon to demand that gypsies living on the land of Trustee Fred Kuhlmann be evicted. The verbal agreement will end on April 30, 1922 and the gypsies will have to move.

On May 15, 1923 a resolution was read calling for improvements lifting Stickney out of the mud. The Village Attorney was directed to proceed in obtaining a system of sewers and water supply in the Village of Stickney. A second resolution was passed to confer with Anton J. Cermak, President of Board of County Commissioners to ask for proper paving of Harlem Avenue south of Ogden to 45th Street.

On September 4, 1923 an ordinance was passed to authorize Public Service Company of Northern Illinois to construct, operate and maintain an electric light and power system in Stickney.

August 4, 1925 the Police Magistrate reported \$353.00 in fines were collected

March 2, 1926 street lights were to be installed on the following streets: 41st and Columbia, 42nd and Wisconsin, 43rd and Wisconsin, 43rd and Wenonah, 42nd and Wenonah, 42nd and Wenonah, 44th and Wenonah, 42nd and Home, 44th and Herold, 44th and Clinton, 44th and Kenilworth, 43rd Greenwood, 43rd and LaVergne, 41st and Maple and 41st and Wenonah.

On May 18, 1926 an ordinance was passed that the license fees for each billiard table, pool table, pigeon hold table, bagatelle table, Jenny Lind table, bowling alley (with more than three alleys), nine or ten pin alley, all alley, shuffle board, or shooting gallery shall be \$60.00.

October 5, 1926 a Resolution was read stating: The improvement of the Harlem Avenue superhighway from the entire length of Cook County is nearing its completion in the summer of 1927. The resolve is requesting the urgency and necessity of the construction of the Sanitary District Bridge.

TRUSTEE REPORTS: Trustee De Leshe reported that he held a centennial meeting at 6:00 p.m. prior to the board meeting. He thanked the people for attending. There will be another meeting prior to the next board meeting at 6:00 p.m. on July 2.

Trustee Lazansky followed up from the previous board meeting where he failed to thank the people also involved with the Memorial Day program. He mentioned Mayor Deborah Morelli and the three guest speakers which included former clerk Art Rawers.

Trustee Lazansky moved, duly seconded by Trustee Gomez to accept the treasurer's report for the month of March, 2013.

Upon the roll call, the following Trustees voted:

Ayes: De Leshe, Gomez, Lazansky, Savopoulos, Walik and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Lazansky gave the Police Department Activity Report for the month of May, 2013. The total number of calls for service: 1,935 Total number of E911 calls received: 451, Arrest by type: Traffic: 186, Village Ordinance Offences: 17, Warrants and Complaints: 7, Parking violations: 135, Total number of arrests/citations issued: 345, Total number of squad miles: 10,718, Total amount of gasoline used: 1,109.4, Average gas mileage/squad: 9.6611 mpg.

Ordinance Activity Report for the month of May, 2013.

Ordinance Investigations: 370, Business License Investigations: 6, Violation Notices Issued: 28, Miscellaneous Details: 195, S.L.O. Tickets: 1, Parking Citations Issued: 91

Trustee Savopoulos advised people that over 100 recycling cans have been ordered and available for \$25. He suggested that people come into the village hall and put their name on the list. The cans will be in within two weeks.

DEPARTMENT REPORTS:

Chief of Police John Sladetz spoke about hiring a new police recruit who will start the academy on July 8. He is named Richard Foytik. He has gone through his screening, went through the board and his power test is on June 25. He is 24 years old.

Chief Sladetz reported that on Saturday while he was at a funeral in the vicinity of Countryside, a radio alert came through that there was an armed robbery at a currency exchange where the offender shot a number of times at the window and proceeded to ram a Hodgkins squad. The offender got on I55 going toward the city. One of our officers, Mark Kozelka, pursued the offender at speeds of 100 mph. The offender crashed his car at I55 and Pulaski. We were provided the news that the Forest View Police Department Dispatch will be moving back to their own station on July 1. In addition, a reminder was given to watch out for the kids now that they are off school.

Treasurer Kasnicka informed us that the vehicle stickers are for sale. Additional hours are available on June 29, 8:00 a.m. to 12:00 noon. If you have not purchased your sticker yet, please come in, use the drop box or the mail.

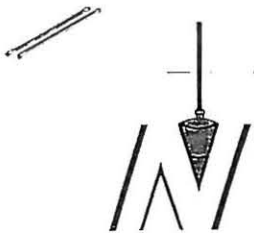
There being no further business, Trustee Walik moved, duly seconded by Trustee Gomez that the meeting be adjourned. Upon which the Board adopted the motion at 7:33 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of 2013

Deborah E. Morelli, Village Mayor



Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

Civil Engineers/
Municipal Consultants

Hon. President & Board of Trustees
Village of Stickney
6533 West Pershing Road
Stickney, IL 60402

June 12, 2013

Re: **1.0 MG Torisphere Elevated Tank Painting
Engineer's Payment Estimate No. 4 (Invoice #20127-04)**

Madame & Gentlemen:

This letter is to certify that Am-Coat Painting, Inc. has furnished labor and materials, for the above-captioned project, in accordance with the attached Engineer's Payment Estimate No. 4 (Invoice #20127-04).

As of June 7th, the Contractor has completed the following percentages of categorized work on this project:


- Blast and Paint Exterior 0%
- Containment & Disposal of Blast Residue 80%
- Blast and Paint Interior Wet..... 100%
- Blast and Paint Interior Dry..... 100%
- Steel Welding Repairs 100%
- Tank Logo 0%

The Contractor has installed the containment equipment and has begun the lower tank exterior blasting work. Since the Village is currently supplying water to the Village of Forest View (Village area north of the canal) the elevated tank will be required to remain on-line to provide emergency water supply until their supply water main is repaired. Therefore, the proposed tank painting work cannot begin until this repair is completed. According to the Village of Forest View Engineers the supply water main repair work is scheduled to be completed by early July.

Therefore, we authorize the payment of **\$39,542.40** to **AM-COAT, Inc., 17201 S. Parker Road, Homer Glen, IL 60491**, to be paid in accordance with the terms of their Contract. Also enclosed is a copy of the "Waiver of Lien" for the payment amount.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.


Timothy P. Geary, P.E.

TPG/ks
Enclosures

cc: Ms. Audrey McAdams, Clerk, w/Encl.
Mr. Kurt Kasnicka, Treasurer, w/Encl.
Mr. Jeff Boyajian, Supervisor, w/Encl.
Am-Coat Painting, Inc., w/Encl.
Project File No. 12067

RESOLUTION 07-2013

**A RESOLUTION AUTHORIZING THE AGREEMENTS BETWEEN
THE VILLAGE OF STICKNEY AND MAGGIE SPEAKS, INC.;
BAD MEDICINE/JOE FRASCA c/o UNITED TALENT COORDINATORS;
AND PARTYHARDIGANS/CHRIS RICCARDO**

WHEREAS, the Village of Stickney (the "Village") is a home rule municipality in accordance with the Illinois Constitution of 1970;

WHEREAS, the Village desires to provide entertainment during the Village of Stickney Centennial Festival being held in the Village during the period commencing August 23, 2013 through August 25, 2013; and

WHEREAS, the Village wishes to engage the services of Maggie Speaks; Bad Medicine/Joe Frasca and Partyhardigans/Chris Riccardo (the "Bands") pursuant to the Agreements attached hereto as Exhibit A, Exhibit B and Exhibit C respectively (the "Agreements"); and

WHEREAS, the Village of Stickney has deemed the terms of the Agreements to be acceptable:

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

Section 1: The foregoing recitals are incorporated herein as the findings of the President and Board of Trustees of the Village of Stickney, Illinois.

Section 2: The President and Board of Trustees of the Village of Stickney, Illinois, hereby approve the Agreements with the Bands for the performances provided for in the Agreements in substantially the forms attached hereto as Exhibit A, Exhibit B and Exhibit C.

Section 3: From and after the effective date of this Resolution, the President and Clerk of the Village are hereby authorized and directed to execute the Agreement, and to do all the things necessary and essential, including the execution of any documents and certificates, to carry out the provisions of the Agreement.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 2nd day of July, 2013

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

ATTESTED, FILED IN MY OFFICE,
AND PUBLISHED IN PAMPHLET FORM
THIS 2ND DAY OF JULY, 2013.

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

RESOLUTION NO. 08-2013

**A RESOLUTION AUTHORIZING THE
AGREEMENT BETWEEN THE VILLAGE OF
STICKNEY AND ALL-AROUND AMUSEMENT,
INC.**

WHEREAS, the Village of Stickney (the "Village") is a home rule municipality in accordance with the Illinois Constitution of 1970;

WHEREAS, the Village desires to provide entertainment and recreation for the Stickney Centennial Festival during the period commencing August 23, 2013 through August 25, 2013; and

WHEREAS, All Around Amusements is willing and able to provide amusement ride devices, amusement attractions, concessions and fun booths (the "Carnival") for the Village throughout the period of the Centennial Festival, pursuant to the terms of an Agreement between the Village and All Around Amusement, Inc. (the "Agreement"), which is attached hereto as "Exhibit A"; and

WHEREAS, the Village has deemed the terms of the Agreement acceptable:

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

Section 1: The foregoing recitals are incorporated herein as the findings of the President and Board of Trustees of the Village.

Section 2: The President and Board of Trustees of the Village hereby approve the Agreement for the purpose of providing the Carnival during the Stickney Centennial Festival in substantially the form attached hereto as Exhibit A.

Section 3: From and after the effective date of this Resolution, the President and Clerk of the Village are hereby authorized and directed to execute the Agreement, and to do all the things necessary and essential, including the execution of any documents and certificates, to carry out the provisions of the Agreement.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED, this 2nd day of July, 2013

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

ATTEST, FILED IN MY OFFICE,
AND PUBLISHED IN PAMPHLET FORM
THIS ____ DAY OF JULY, 2013.

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

ALL AROUND AMUSEMENT, INC.
21342 W. DIVISION STREET - LOCKPORT, ILLINOIS 60441
(815)725-2323 OFFICE (815)725-1313 FAX
AAARAAGS@AOL.COM

Robert Salerno, President

CONTRACT TO SUPPLY AMUSEMENTS

THIS CONTRACT, made and entered into on this 23RD day of MAY 2013 by and between ALL AROUND AMUSEMENT, INC., (hereafter referred to as **All Around**) and VILLAGE OF STICKNEY of the City or Village of STICKNEY, State of ILLINOIS, (hereinafter referred to as the **ASponsor**).

WITNESSETH: In consideration of the sum of One Dollar and the mutual promises contained herein, the parties aforesaid, mutually agree as hereinafter follows:

1. That **All Around** agrees to present its company, consisting of: Amusement ride devices, Amusement Attractions, Concessions AFun Booths, etc., at the location, provided by the sponsor, and known as: **GRASS AREA LOCATED AT APPROXIMATELY 41ST & RIDGELAND AVENUE**, in the City or Village of STICKNEY, State of ILLINOIS for a period of THREE (3) days and nights commencing AUGUST 23, 2013 and ending AUGUST 25, 2013, both dates inclusive.
2. **All Around** shall furnish in its sole discretion, all necessary roll tickets and ticket booth(s) at the location.
3. The **Sponsor** hereby agrees to pay for, furnish or provide all licenses, permits, access to water and electric service, sufficient police protection, bill posting, newspaper advertising, competent ticket sellers, dumpsters, trash receptacles, 24 hour access to portable toilets beginning Monday, a location acceptable to **All Around** for set up of its company, streets and lot privileges, and free gate admission tickets for the employees of **All Around** where gate admission is charged, parking for trucks, semi trailers and travel trailers.
4. **All Around** shall have the exclusive right of providing all amusement ride devices, amusement attractions and concessions Afun booths.
5. **All Around** shall have the exclusive right of providing all popcorn, cotton candy, corn dogs and funnel cakes at the location, and all its sales proceeds shall likewise belong to **All Around** and is excluded from article 6.
6. That as a consideration of the above mentioned, **All Around** agrees to pay the **Sponsor**, the sum of TWENTY-FIVE (25%) percent of the gross receipts from monies derived from the sale of admission tickets at the various shows and rides, after usual Government taxes, Midway Insurance and State and City sales taxes, if applicable, are deducted.
7. The proceeds of all ticket sales may be held by the **Sponsor**. The settlement for the percentage on the shows etc., shall be made on the closing day of the engagement. If tickets are sold by the **Sponsor**, the **Sponsor** is responsible for any and all shortages in cash or tickets, including arm bands and hand stamps.
8. Unlimited Ride Specials (wristbands), will be offered on the following day SATURDAY from 12:00 P.M. to 4:00 P.M. for \$20.00 per person, per session.
9. Ride Ticket, Unlimited Ride Specials and Mega Pass prices are controlled by **All Around** and may be subject to yearly changes.
10. **All Around** reserves the right to designate the location of rides, concessions and equipment in the allotted space and replace or substitute said equipment as deemed necessary.

11. **All Around** is to furnish Liability Insurance and Property Damage Insurance of not less than \$10,000,000.00, as respects to operations of **All Around** and for the negligence of the insured only. A certificate of said insurance will be sent to the **Sponsor** prior to the engagement.

12. **All Around** shall not be liable nor responsible for any weather related damage to real or personal property caused by the installation of its shows or rides during the event and/or the removal of trucks and equipment operated by All Around. Precautions will be taken to prevent such damage. **All Around** assumes no liability for any damage or personal injury that may be directly or indirectly caused by streets or other locations being left open to locate traffic or parking during erection, dismantling or operation of equipment or to trespassers while equipment is not in operation.

13. **All Around** shall furnish Electrical Generators for the operation of the Carnival Equipment, lights and sound.

14. The **Sponsor** shall pay N/A toward any Fuel used, or other Electric Power used, during the engagement.

15. That it is mutually agreed by both parties hereto that there are no other contracts or promises either written or verbal between them.

16. In case of transportation delays, strikes, fire, flood, tornado, epidemic, acts of terrorism or any unforeseen occurrence over which **All Around** has no control, then they are not to be held liable for damages by the **Sponsor**.

17. The **Sponsor** further agrees to use their influences to prevent other like attractions from exhibiting in the aforesaid City or Village until after the termination of this agreement.

18. **All Around** will furnish 100 posters for advertising.

19. **All Around Amusement, Inc.**, shall have the first right of refusal for the following year to negotiate competitive terms and conditions to provide amusement services or review and match a bona fide third party offer which the **Sponsor** may obtain. The **Sponsor** agrees to provide all terms and conditions of said offer to **All Around** and **All Around** shall have thirty (30) days which to match or decline said offer in writing.

20. The **Sponsor** and its members further agree not to change its legal identity and/or authority for the purpose of seeking release from or otherwise compromising its obligations under this contract.

21. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforce ability of any other provision of the contract, unless the provisions are mutually dependent.

22. If **All Around** or **Sponsor** prevails in any litigation or arbitration between the parties with respect to this contract, Sponsor or All Around will pay all costs and expenses incurred by the prevailing party in connection with the litigation or arbitration (including reasonable attorneys= fees and costs).

(REMARKS)

All Around will donate up to 100 complimentary ride wristbands for committee=s use, valued at \$50.00 each, total value of \$5,000.00. Additional wristbands over the 50 complimentary wristbands All Around to be compensated per cost of wristband (\$50.00) (*Wristbands not to be sold*)

All Around will remove debris from ride area at the end of each night.

This contract entered into and signed in duplicate in the City of STICKNEY, State of ILLINOIS,
this day of _____, 2013, by
the duly authorized representative of the parties hereto.

SPONSOR: _____ **ALL AROUND AMUSEMENT, INC.**

BY: _____ **BY:** _____

ITS: _____ **ITS:** _____

This submission is made solely for the purpose of responding to a bid request from the Village of Stickney. All Around Amusement, Inc., considers the information contained within this submission to include trade secrets, as well as commercial and financial information of All Around Amusement, Inc. As such, All Around makes claim that the information furnished herein is propriety, privileged and/or confidential and that disclosure of such information to a third party would cause competitive harm to All Around Amusement, Inc. All Around Amusement, Inc., expects that consistent with 5 ILCS 140/7, no information within its contract submission will be disseminated in any way or at any time.

Maggie Speaks Presents:



Maggie Speaks, Inc.
 3908 Royal Portrush Dr.
 Naperville, IL 60564
 O: (815) 230-3770
 F: (888) 376-6537
sales@magevents.com
 FEIN: 03-0389505

ARTIST PRIVATE ENGAGEMENT AGREEMENT

ARTIST:	Maggie Speaks (owned & operated by Maggie Speaks, Inc.)		
EVENT DATE:	Sunday, August 25, 2013		
EVENT NAME:	Celebrating 100 years!		
EVENT DESCRIPTION:	Festival		
PURCHASER INFORMATION			
PURCHASER COMPANY:	Village of Stickney		
PURCHASER ADDRESS:	6533 Pershing Road Stickney, IL 60402		
	PHONE:	708-749-4400	EMAIL: ddeleshe@villageofstickney.com
PLANNING CONTACT:	Dave Deleshe		COMPANY: Village of Stickney
	PHONE:	708-906-4100	EMAIL: ddeleshe@villageofstickney.com
VENUE INFORMATION			
VENUE NAME:	Village Park		
VENUE ADDRESS:	4100 Ridgeland Ave. Stickney, IL 60402		
VENUE CONTACT:	Dave Deleshe		EMAIL: ddeleshe@villageofstickney.com
	PHONE:	708-906-4100	EMAIL: ddeleshe@villageofstickney.com
PAYMENT SCHEDULE			
TOTAL COMPENSATION:	\$3,000 (three thousand dollars)		
OVERTIME RATE:	N/A		
DEPOSIT AMOUNT:	\$1,500 (one thousand five hundred dollars)	DUE DATE:	07/06/2013
BALANCE AMOUNT:	\$1,500 (one thousand five hundred dollars)	DUE DATE:	08/25/2013
CHECK PAYABLE TO:	Maggie Speaks, Inc.		
<i>All Balance Payments are due at the conclusion of the performance.</i>			
<i>All major credit cards are accepted. Please note that a 4% processing fee is added to all credit card transactions.</i>			
<i>Overtime may be requested at the above mentioned rate and is payable at the conclusion of the performance.</i>			
PRODUCTION PROVIDER DETAILS (ARTIST / PURCHASER)			
SOUND:	PURCHASER	LIGHTS:	PURCHASER
		STAGE:	PURCHASER
		BACKLINE:	ARTIST
<i>If PURCHASER is providing any of the above elements, they must also provide a qualified operator that is familiar with the equipment.</i>			
<i>For staging, if an actual stage is not provided, flat ground is acceptable to the ARTIST for most engagements.</i>			
INCIDENTAL EXPENSES (ARTIST / PURCHASER)			
MEALS:	PURCHASER	# of MEALS:	7
		PARKING:	N/A
		# of CARS:	N/A
<i>Other Incidental Expenses:</i>			
<i>Well balanced hot meals are preferred by the ARTIST whenever possible. Please allow the artist enough time to eat before the performance.</i>			
<i>Any parking fees due should be included in the final balance payment.</i>			
EVENT TIMING			
LOAD IN:	4:00 PM	STAIRS (Y/N):	N
DOORS:	All day event open to the public		
SOUNDCHECK:	Completed by 5:45 PM	SAME ROOM AS DANCING (Y/N):	N/A
BANDSETS:	6:00 PM – 9:00 PM	SAME ROOM AS DANCING (Y/N):	N/A
		DO YOU HAVE AN OT OPTION WITH VENUE (Y/N):	N/A
PERFORMANCE / ADDITIONAL DETAILS			
The Artist responsibilities will be as follows:			
<ul style="list-style-type: none"> Perform 2.5 hours of live music over a 3 hour period ending no later than 9:00 PM. Specific time schedule to be determined through mutual agreement between the ARTIST and the PURCHASER. Please note, sound system cannot be moved around. 			

FOR OFFICE USE ONLY			
DEPOSIT RECEIVED:	AMOUNT:	CHECK #:	RECEIVED BY:

Maggie Speaks Presents:



Maggie Speaks, Inc.
 3908 Royal Portrush Dr.
 Naperville, IL 60564
 O: (815) 230-3770
 F: (888) 376-6537
sales@magevents.com
 FEIN: 03-0389505

The foregoing terms are incorporated into and made part of this agreement. Further, the parties hereby agree to the following terms and conditions:

Conditions of Performance:

- a) Any prevention, delay or stoppage of the performance which is due to strikes, inability to obtain materials, equipment or reasonable substitutes thereof, acts of God, including but not limited to, rain, lightning, or other inclement weather, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse the performance of Artist. If any of the foregoing events prevents Artist from arriving at the location of the performance, Artist shall not be liable for any consequential damages and Purchaser's sole remedy shall be a refund of any deposit paid by Purchaser. If any of the foregoing events occur after Artist's arrival at the location or during the performance Artist shall be entitled to the full compensation as set forth above and no refund of any amounts paid hereunder shall be due or owing to Purchaser.
- b) Artist maintains Public Liability Insurance coverage to protect the Artist against injuries to person(s) and/or property resulting from Artist's participation or performance of said engagement which is the subject of this Agreement. Should Purchaser need to be added as an additional insured on the policy, Purchaser agrees to pay a fee of \$125 (one hundred twenty-five dollars) to Artist in order for a certificate of additional insured on the Artist's policy to be issued.
- c) Purchaser agrees to provide all reasonable and necessary steps and precautions required to provide security measures to protect Artist's property while said property remains at Purchaser's place of business and/or the venue for the performance. Purchaser further agrees to secure its premises against loss or damage to Artist's property while said property remains at Purchaser's place of business. Any loss of such property will be the responsibility of Purchaser and Artist shall be entitled to reimbursement from Purchaser of the current value of any such lost property.
- d) Unless otherwise indicated, Purchaser shall provide Artist with an adequate stage or flat staging area as well as electrical requirements necessary to perform the show. However, Artist shall not perform in unsafe conditions. Specifically outdoor performances shall not be performed in rainy or other wet conditions which may give rise to electrical shock.
- e) Artist shall provide an adequate number of performers to provide the services required hereunder. Unless otherwise specified in writing, Artist has the absolute right to substitute any members of the Artist so long as it complies with this Section (e).
- f) Authority. The undersigned represents that it has the authority to bind Purchaser to the terms hereunder. Further, Purchaser shall be deemed to include the undersigned and the undersigned and Purchaser shall be deemed jointly and severally liable for compliance with the terms and conditions set forth herein. Purchaser may not assign this agreement without the written consent of Artist. Any attempt to do so shall be deemed void and unenforceable.
- g) Cancellation: If the Production(s) is/are canceled by the Purchaser for any reason more than one hundred eighty (180) days prior to the event date, the deposit will be nonrefundable unless an event of equal value can be secured upon written notice of cancellation by Purchaser. Artist will make every attempt in good faith to secure a replacement event. In the event that a replacement event is secured of equal value, Purchaser will be entitled to a refund of all monies paid less ten (10%) percent of the agreement price which will be non-refundable and shall serve as an administrative fee. If the Production(s) is/are cancelled by the Purchaser for any reason within one hundred eighty (180) days prior to the event, the remaining balance due on the Agreement will be due unless the Artist secures a performance of equal or greater value for that same date and time. The Purchaser will be responsible for the difference in Agreement prices if the value of the new agreement is less than the original plus an administrative fee equal to ten (10%) percent of the total agreement price.
- h) Each of the terms and conditions of this contract is of the essence of the agreement and necessary for Artist's performance. Failure of Purchaser to fulfill any such term or condition will subject Purchaser to liquidated damages in any amount equal to the full contract price as well as all costs, including but not limited to attorneys' fees and court costs incurred by Artist as a result thereof, as well other charges including but not limited to any loss of Artist's good will resulting from Purchaser's default.
- i) This agreement sets forth the entire understanding between the parties with respect to the subject matter thereof, and no modification, amendment, waiver, termination or discharge of this agreement or any provisions thereof shall be binding upon either party unless confirmed by a written instrument signed by both parties. No waiver of any provision of, or default under this agreement shall affect either party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default whether or not similar.
- j) This agreement shall be governed by the laws and statutes of the state of Illinois. If any part of this agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this agreement shall remain in full force and effect.
- k) This agreement may be executed in multiple counterparts and be delivered by facsimile or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

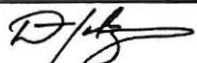
By signing below, the parties agree to be bound by the terms and conditions set forth herein:

AGREED AND ACCEPTED:

Artist: David Calzaretta

Purchaser: Village of Stickney

Print Signer Name here: _____

Signature: 

Signature by: _____

Date: 06/04/2013

Date: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as reported on your income tax return) Maggie Speaks, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) 3908 Royal Portrush Drive	Requester's name and address (optional)
City, state, and ZIP code Naperville, IL 60564	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	

or



Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶ 7.31.12
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

UNITED TALENT COORDINATORS

P.O. Box 38
Lombard, Illinois 60148
(630) 279-ROCK (7625) FAX: (630) 279-5776
www.unitedtalentco.com
joey@unitedtalentco.com



Issuance Of Contract: 6/5/2013

ENGAGEMENT CONTRACT

It is hereto agreed that the PURCHASER hereby engages ARTIST and ARTIST hereby agrees to perform said engagement, and to be bound by all terms and conditions set forth herein

1 Purchaser Village Office of Stickney (herein referred to as PURCHASER)

1a Special Provisions Purchaser In the event of inclement weather artist will be paid in full or be provided with a covered area to perform under.

2 Artist BAD MEDICINE / Joe Frasca (herein referred to as ARTIST) [hon jovi tribute] www.bad-medicine.com

2a Special Provisions Artist Artist requests bottled water, pop, and limited supply of RED BULL to be agreed upon by Artist and Purchaser, at no cost to artist. ARTIST reserves the OPTION to use our own sound engineer, as well as effects rack, at no additional cost to purchaser.

3 Engagement Date: Saturday, Aug 24 2013 3a Billing: Headline Act

4 Venue of Engagement STICKNEY CENTENNIAL FEST, 41ST & RIDGELAND AVE., Stickney, IL

5 Admission: Purchaser Option

6 Time: Approx. 2-65 min. sets between the hours of 8:00pm and 10:30pm

7 Wage: \$1500 (ONE THOUSAND FIVE HUNDRED DOLLARS) FLAT

(a) Wage shall be paid by PURCHASER to ARTIST by Cash/Certified Check upon completion of engagement unless hereby noted

8 AGENT PROVISIONS The percentage of commission is included in the gross price of this engagement. Artist agrees that present or future employers can withhold commissions due UNITED TALENT COORDINATORS.

(a) Artist hereby agrees to pay United Talent Coordinators a commission of 10%

9 Sound provided by Purchaser

9a Sound Tech provided By: Purchaser

9b Sound Check: Line Check

9c Lights provided by: Purchaser

10 Equipment load in: 6:00pm

11 ARTIST/LEADER The performer hereby agrees to ARTIST hold full time exclusive complete, uperison, direction and creation of the services of all personnel on this engagement and shall retain the right to control the manner, means, and details of the performance of services to fulfill the commitment, equipment, ARTIST shall be held liable to conform to rules and policies of this establishment and shall be liable for penalties from above wage for flagrant abuse of said rules.

(a) ARTIST'S obligation hereunder are subject to prevention by sickness, accident, acts of God, labor disputes, or any other cause beyond control of ARTIST. If performer is unavailable to perform, Leader shall arrange for a replacement.

(b) ARTIST is not an employee of PURCHASER and executes this contract as an independent contractor.

12 Commencement of engagement is deemed to be an acceptance of all terms stated herein by PURCHASER and ARTIST. This agreement may not be changed or altered, except by an instrument in writing by both parties. PURCHASER and/or ARTIST shall not have the right to transfer or assign this agreement to any third party.

13 UNITED TALENT COORDINATORS act only as an employment agent between artist and purchaser and assumes no liability or claim hereunder this contract.

WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN

Village Office of Stickney

Joe Frasca

41ST & RIDGELAND AVE
Stickney IL

C/O United Talent Coordinators
P.O. Box 38
Lombard, IL 60148-0038

Engagement Contract.

It is hereto agreed that the PURCHASER hereby engages ARTIST and ARTIST hereby agrees to perform said engagement, and to be bound by all terms and conditions set forth herein.

1 Purchaser Village of Stickney
(herein referred to as PURCHASER)

2 Artist The Partyhardigans / Chris Riccardo (herein referred to as ARTIST)

Engagement Date

8/24/2013

Venue of Engagement

43 rd and Ridgeland in Stickney

Admission

N/A

Time Approximately 1@ 90 minute set between the hours of 6PM and 7:30 PM

Wage \$600

Sound and lights provided by PURCHASER

ARTIST Artist shall at all times exercise complete supervision, direction, and control over the services of all personnel on this engagement and expressly reserves the right to control the manner, means, and details of the performance of services to fulfill the entertainment requirement. ARTIST shall use all efforts to conform to rules and policies of this establishment, and shall be liable for penalties from above wages for flagrant abuse of said rules.

ARTIST'S obligation hereunder are subject to prevention by sickness, accident, acts of God, labor disputes, or any other cause beyond control of ARTIST. If a performer is unavailable to perform, Leader shall arrange for a replacement.

ARTIST is not an employee of PURCHASER and /or ARTIST shall not have the right to transfer or assign this agreement to any third party.

WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HERIN.

(signature)
PURCHASER

(signature)



ARTIST