

VILLAGE OF STICKNEY

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



David DeLeshe
Sam Savopoulos

Village Trustees
Martha Gomez
Jeff Walik

James Lazansky
Jeff White



Deborah E. Morelli
Village President

Kurt Kasnicka
Village Treasurer

Audrey McAdams
Village Clerk

REGULAR MEETING BOARD OF TRUSTEES

Tuesday, July 16, 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. Accept the Report of Illinois Department of Revenue
7. Accept the Report of the Illinois Department of Transportation
8. Pass and Approve Ordinance 2013-10, "An Ordinance for the Annual Budget and Appropriations for the Village of Stickney, Cook County, Illinois for the Fiscal Year, Beginning May 1, 2013 and Ending April 30, 2013"
9. Pass and approve Ordinance 2013-11, "An Ordinance Amending Weapons"
10. Approve Resolution 08-2013, "A Resolution Authorizing an Agreement Between the Village and All Around Amusement, Inc."
11. Approve Resolution 09-2013, "A Resolution Authorizing an Agreement Between the Village of Stickney and Bands Entertaining at the Centennial Fest"
12. Consideration of Bell Fuel request
13. Report from the Mayor
14. Report from the Clerk
15. Trustee Reports/Committee Reports
16. Reports from Department Heads
17. Audience Questions
18. Closed Session

To Discuss and Consider the hiring, discipline, performance and compensation of certain personnel, matters of collective bargaining, acquisition of real property and matters of pending probable or imminent litigation.

19. Return to Open Session
20. Consider and Act upon Closed Session Discussions
21. Adjournment

Posted July 11, 2013

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PUBLIC HEARING FOR THE PROPOSED BUDGET AND APPROPRIATION ORDINANCE FOR 2013-2014

Tuesday, July 16, 2013

6:30 p.m.

Meeting Agenda

1. Call to Order
2. Roll Call
3. Read Official Published Notice of Hearing
4. Clerk Reads Summary of the "Proposed Annual Budget and Appropriation Ordinance for 2013-2014"
5. Oral Comments from Board
6. Oral Questions from Audience
7. Adjournment

Posted July 11, 2013

July 2, 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, July 2, 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:

Present: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Walik and White

Trustee Walik moved, duly seconded by Trustee Lazansky to approve the minutes of the previous regular session on Tuesday, June 18, 2013.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

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

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Prior to the vote Mayor Morelli stated that she hasn't had the opportunity to talk to all of the board about the John Zydakis bill. That should be taken care of by the next meeting.

Trustee Gomez moved, duly seconded by Trustee White to pass and approve the Engineer's Payment Estimate No. 4 (invoice #20127-04) for 1.0 MG Torophere Elevated Tank Painting in the amount of \$39,542.40.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Trustee Walik moved, duly seconded by Trustee White to pass and approve Resolution 07-2013, "A resolution authorizing the agreement between the Village of Stickney and three bands playing at the Centennial Fest."

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Prior to the vote, Attorney Donald Kreger stated that there were three agreements attached. One had to be changed; all are in order at the time of this vote.

MAYOR'S REPORT: Mayor Morelli stated that after the regular board meeting we will be hearing from David Saint Pierre, the Executive Director of the Metropolitan Water Reclamation District, about the causes of the recent flood and providing answers to people's questions.

CLERK'S REPORT: The clerk read a recognition from the American Legion for the support they received from the Village of Stickney for the Poppy Program.

In keeping with the new centennial tradition, Clerk McAdams read the following:

Fourth Installment of the Centennial Minutes

A Resolution was passed on September 23, 1927 accepting the resignation of the Village Tapper, Ben W. Delaney. (I researched the term and it may refer to someone who taps root beer or beer kegs).

A document dated July 2, 1928 refers to the names of streets. Columbia (Elmwood), Greenwood (Gunderson), Hiawatha (East) and LaVergne (Scoville). This document related to the grading, paving, curbing, draining and improving the roadway of these streets.

Starting on August 21, 1928 the minutes are typed on legal-sized paper and glued into a bound ledger book. A bill was paid to Stickney Service Station for repairs on the Police Car in the sum of \$16.81. I did my best to find some mention in the minutes of, Joseph Prihoda the first Stickney Police Officer who on August 26, 1928, died in the line of duty. All I found was that he was paid on August 21, 1928 a sum of \$82.00.

On December 3, 1928 a Special Meeting was called to address granting the Chicago West Town Railway the right of way to run and operate a bus line on Oak Park Avenue from Lake Street to 43rd Street and thence west to Harlem Avenue.

May 6, 1930 an ordinance was passed on paving and improving of Clarence Avenue and other streets. The said improvement shall be made in the sum of \$2,828. In part the ordinance reads, the interest rate of 6% per annum. On October 7, 1930 an ordinance was passed declaring 40th Street from Ridgeland to Harlem Avenue a Through Street. On July 21, 1931 there was a list of thirty-nine men and one woman named as special police.

On July 5, 1932 an ordinance was passed concerning milk. There was a fee of \$10 for each vehicle. There was an overall description of milk products and included that it shall be unlawful to sell or offer any milk containing any artificial color or preservative or water. It goes on to mandate that no person who is a typhoid, paraty-typhoid, diphtheria or septic sore

throat carrier shall be employed in the production of milk. Milk delivered to quarantined premises required that no contact can be made between the inmates and contents of the quarantined premises. No milk receptacles shall be taken from such premises during the period of quarantine unless each shall be thoroughly sterilized.

A Resolution was read on July 29, 1933 that called for a fee of \$75.00 per day to the Village of Stickney to be paid by the Hawthorne Race Track. It resolved that the applicant for license shall secure and pay for the service of eleven regular or special policemen of the Village of Stickney and two regular officers of the police force and pay the sum of \$5.00 per day for each.

On June 19, 1934 an ordinance was passed setting the license fees for a dance hall. The maximum price of admission not over \$.15 the license fee shall be \$200.00 per year. Maximum price of admission not over \$.25, the license fee shall be \$300.00. Maximum price of admission over \$.25 the license fee shall be \$500.00.

TRUSTEE'S REPORTS:

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

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Trustee Walik provided an update on the planting of 22 trees in the Village. They planted the last tree this weekend. We lost approximately 100 trees due to Emerald Ash Borer. We already have three people on the list for 2014 trees. The NiCor project is going good. They may have worked out any problems during the first week. Not too many complaints, yet. Trustee Walik mentioned that Trustee DeLeshe is doing an outstanding job on the Centennial. Trustee DeLeshe provided the Centennial Festival dates of August 23, 24 & 25. The carnival will be north of the dog park. Everything else will be on the park land south of the dog park. The web site will be updated as soon as we get more information. The newsletter also has information.

DEPARTMENT REPORTS: Police Chief John Sladetz presented a letter of recognition to Officer Ashley Sinkewich for the outstanding job she did on an investigation. On June 19, she answered a domestic battery at a residence on the 7000 block of 41st Street. The offender was quickly apprehended. While conducting interviews, Officer Sinkewich was informed that the victim would not sign a complaint against the offender. Even though the victim would not cooperate with the rest of the prosecution, Officer Sinkewich continued to investigate the incident. She discovered that the offender was a registered sex offender residing in Stickney, but didn't register with us. In addition, he was living with a child under the age of 18 that was not his child. As a result of the investigation of Officer Sinkewich, the offender was charged with a Class 3 Felony relating to his failure to register as a sex offender.

A department accommodation was presented to Detective Collin Lochridge. On April 30, 2013 a possible scam took place at a residence at 7000 of 40th Street. It appeared to be a gypsy scam. As a member of the Major Investigation Unit, Detective Lochridge was assigned to investigate it further. Gypsy crimes are difficult to make arrests and

prosecute. Corky Ely was a possible suspect. Other members of the MIU, the Gypsy Task Force and State Police were utilized. The suspect was taken into custody and charged with a Class 3 Felony. The investigation remains ongoing.

Public Works Supervisor Jeff Boyajian reported that there will be a special meeting here on Tuesday July 9, 2013 at 7:00 p.m. conducted by the Metropolitan Water Reclamation District. The purpose of meeting is to educate businesses and homeowners located in the vicinity of 43rd and East Avenue of the beginning of August construction. They are going to bring two sewers to meet together. The intersection will be tore up for a week. Then they will work in the manholes for the rest of that time. Overall, the project should go until the second week of September. In addition, Supervisor Boyajian informed us that during the most recent two storms we lost two trees to the wind, there were branches lost in the second storm. The tree service came in to care for higher branches. We also learned that Northern Pipeline who is working for NiCor is ahead of schedule and will finish up by next week. NiCor will then come in. We were reminded that the July 4th holiday will push pickups back one day.

Fire Chief Meyer recommended safety for the fourth of July. He also addressed a recent law introduced by the State Fire Marshall. It concerns outlawing sky lanterns. These devices are made out of paper with a candle causing it to drift up like a miniature hot air balloon. He also spoke of the area that the Lyons Levy protects. This is the levy that the river went over and goes from 46th and Harlem to 39th and Central.

Treasurer Kurt Kasnicka reported that the Village Hall is closed on July 4th and reopened for business on July 5. The budget for the Village of Stickney, we are required to pass a budget within the first three months of the fiscal year. We are putting the final touches on the budget working with Mayor Deborah Morelli and Finance Chairman Jim Lazansky. Treasurer Kasnicka expects to have it posted by Friday at the latest. The budget must be available for inspection for ten days before it is passed. On July 16, at 6:30 p.m. there will be a public meeting to discuss the proposed budget. He invited people to come in to discuss any questions they have on the budget.

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 7:43 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of 2013

Deborah E. Morelli, Village Mayor

ORDINANCE #2013-10

**VILLAGE OF STICKNEY
COOK COUNTY, ILLINOIS**

ANNUAL BUDGET AND APPROPRIATION ORDINANCE

FOR THE FISCAL YEAR

BEGINNING MAY 1, 2013 AND ENDING APRIL 30, 2014

ORDINANCE 2013-11

**AN ORDINANCE AMENDING CHAPTER 50, ARTICLE V OF THE MUNICIPAL CODE,
VILLAGE OF STICKNEY, ILLINOIS BY ADDING SECTION 50-173
PERTAINING TO ASSAULT WEAPONS.**

WHEREAS, the State of Illinois House Bill 183 (hereinafter "HB183"), was enacted into law and became effective on July 9, 2013, states that gun regulation is the exclusive power and function of the State of Illinois and preempts home rule municipalities from enacting local gun regulations, ostensibly to establish uniformity of gun regulation throughout the State of Illinois; and

WHEREAS, HB183 makes one exception to the preemption of home rule concerning gun regulation, exclusively in regard to assault weapons but fails to provide a definition of assault weapons for the State of Illinois; and

WHEREAS, HB183 provides a single home rule right for municipalities to regulate the possession and ownership of assault weapons requiring that the home rule municipality enact it, on, before or within 10 days after the effective date of HB183 or be foreclosed from ever taking such action; and

WHEREAS, the Village of Stickney is a home rule municipality pursuant to the Illinois Constitution and as such, is granted the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, assault weapons are inherently more lethal than other weapons by their design, including the capability of a rapid rate of fire and application, including capability to fire large number of rounds of ammunition; and

WHEREAS, this Ordinance will be beneficial for the safety of the residents of the Village of Stickney.

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

Section 1. Chapter 50, Article V, entitled "WEAPONS", of the Municipal Code, Village of Stickney, Illinois be and the same is hereby amended by adding the following Section:

Section 50-173-Assault Weapons.

- (a) The following terms as they appear in this Article, shall have the meaning ascribed below:
 - (i) Assault Weapon Category 1 shall mean and include the following firearms and parts: 1. Semi-automatic action rifle with a detachable or fixed

magazine with a capacity of fifteen (15) or more rounds. 2. Semi-automatic shotgun with a folding stock or a magazine capacity of more than six (6) rounds. 3. Firearms which have been modified to be operable as assault weapons as defined above. 4. Parts designed to modify any firearm so it can operate as an assault weapon as defined above, including a detachable magazine with a capacity of fifteen (15) or more rounds.

- (ii) Assault Weapon Category 2 shall mean and include the following firearms and parts:
 - (1) Semi-automatic action rifle with any detachable or fixed magazine or shroud around the barrel or grip that can be held by the non-trigger hand.
 - (2) Semi-automatic shotgun with a folding stock or a detachable or fixed magazine or shroud around the barrel or grip that can be held by the non-trigger hand.
 - (3) Semi-automatic pistol with any detachable or fixed magazine or capable of attaching a magazine other than in the pistol grip.
 - (4) Firearm which has been modified to be operable as an assault weapon as defined above.
 - (5) Parts designed to modify any firearm so it can operate as an assault weapon as defined above, including a detachable magazine with a capacity of fifteen (15) or more rounds.
- (iii) Magazine shall mean and include any container such as a box, clip or drum which attaches to, holds and feeds ammunition into a semi-automatic rifle.
- (iv) Rifle shall mean and include a firearm designed, made or retrofitted (1) to be fired from the shoulder or hip; and (2) uses the energy of the explosive in a fixed cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger and shall include any such weapon which may be readily assembled, altered.
- (v) Semi-automatic shall mean and include a firearm which fires a single projectile for each single pull of the trigger which automatically inserts the next round for firing into the firearm chamber using a magazine.
- (vi) Shotgun shall mean and include a firearm designed, made or retrofitted;
 - (1) to be fired from the shoulder or hip; and
 - (2) uses the energy of the explosive in a fixed shotgun shell to fire a number of projectiles or a single projectile for each pull of the

trigger and shall include any such weapon which may be readily assembled, altered or restored to fire a fixed shotgun shell.

- (b) It shall be unlawful to own or possess within the Village of Stickney a weapon or weapon part defined in Section 50-173(a) of this Article.
- (c) It shall be unlawful to own or possess within the Village of Stickney a magazine defined in Section 50-173(a) of this Article which can hold or may be modified to hold fifteen (15) or more rounds.
- (d) It shall be unlawful to store, transport or keep any firearm defined in Section 50-173(a) in the Village of Stickney, unless such firearm is secured in a locked container or safe, or equipped with a tamper-resistant mechanical lock, trigger lock, gun lock or other mechanical or electronic safety device, engaged so as to keep the firearm inoperable when not in actual use.
- (e) The provisions of this Section 50-173 paragraphs (b), (c) and (d) do not apply to
 - (i) any law enforcement officer, agent or employee of any municipality of the State of Illinois
 - (ii) any law enforcement officer, agent or employee of the State of Illinois, of the United States or of any other state
 - (iii) any active member of the military or other service of any state or the United States, including national guard and reserves, if the person described is on duty and is authorized by a competent authority to so carry a loaded assault weapon on a public way and such person is acting within the scope of his duties or training.

Section 2. Should any part of the provisions, language or definitions of this Ordinance be ruled unenforceable or unconstitutional or otherwise made invalid, the remaining provisions, language and definitions shall remain in full force and effect.

Section 3. This Ordinance shall be in full force upon and after its passage, approval and publication in pamphlet form as provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 16th day of July, 2013

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

ATTESTED, FILED IN MY OFFICE,
AND PUBLISHED IN PAMPHLET FORM
THIS 16TH DAY OF JULY, 2013.

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

CH2\13222052.1

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 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 **AAll 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.

RESOLUTION 09-2013

**A RESOLUTION AUTHORIZING THE AGREEMENT BETWEEN
THE VILLAGE OF STICKNEY AND PLATINUM BAND/DEAN MALTESE AND THE
AGREEMENT BETWEEN THE VILLAGE OF STICKNEY AND RADIO DISNEY
CHICAGO**

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 Platinum Band/Dean Maltese and Radio Disney Chicago (the "Artists") pursuant to the Agreements attached hereto as Exhibit A and Exhibit B 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 Artists for the performances and services provided for in the Agreements in substantially the forms attached hereto as Exhibit A and Exhibit B.

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 Agreements, and to do all the things necessary and essential, including the execution of any documents and certificates, to carry out the provisions of the Agreements.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 16th day of July, 2013

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

ATTESTED, FILED IN MY OFFICE,
AND PUBLISHED IN PAMPHLET FORM
THIS 16TH DAY OF JULY, 2013.

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

CH2\13223932.1

EXHIBIT A

July 10, 2013

Stickney Family Days Centennial Celebration

To: Dean Maltese

Thank you for agreeing to have your band Platinum perform at the Village of Stickney Family Days. You are scheduled to perform two 75 minutes sets on Friday, August 23rd, 2013, between 7:30 pm and 10:30 pm.

The event is located at Village property located at 43rd and Ridgeland Avenue in Stickney. We will provide stage, lighting and sound for the event.

Payment in the form of a check will be payable at the conclusion of your set. The payment for the evening is \$800.00.

Please sign and return this letter to Trustee David DeLeshe verifying that you understand and agree to the terms listed above. If you have any questions, feel free to call me on my cell at 708-906-4100

Thank you,

Agreed and Accepted:

Artist: Platinum Band

Purchaser: Village of Stickney

Signature: _____
(Sign)

Signature: _____
(Sign)

(Print)

(Print)

Date: _____

Date: _____

EXHIBIT B



Program Provisions

100 Year Celebration Event
+ Promotional Media



On-Air

- **Thirty (30) :30 announcements** that can be used as promotional spots to mention the Road Crew appearance, or a dedicated spot about the event! Spots to run Mon-Sun 6a-9p, 7-10 days prior to the event. All production courtesy of Radio Disney Production Studios.

Online

- Listing of Radio Disney Road Crew event on local Radio Disney Chicago Facebook App
- Listing of Radio Disney Road Crew event on Radio Disney Mobile App

On-Site: Radio Disney Road Crew

- **One (1) 60 minute Radio Disney Road Crew show** at the 100 year celebration event complete with music, fun, games, and prizes!

Village of Stickney agree to provide:

- One (1) 10'x10' booth space (or 6-8 foot table) to use for Radio Disney client during event (pending approval from Village of Stickney)
- Copy points for produced promotional radio spots

All campaign elements are subject to Radio Disney policies, standards and practices, and preemption for reasons of force majeure and/or to air materials of public importance. Radio Disney's trademarks may not be used absent Radio Disney's prior review and written approval in each instance. The contents and ideas contained in this document are the property of The Walt Disney Company ("Disney") and its Radio Disney division. Neither this document, nor any portion thereof, may be used in connection with any promotion, advertisement production or marketing campaign that is unrelated to Disney or Radio Disney.

Net Investment of \$3,400 includes (1) \$400 talent fee for on-site event
To be billed in August

Accepted by: _____ Date: _____



Radio Disney Road Crew: Music, Fun, Games & Prizes!

- A Radio Disney live "Road Crew" appearance is a very special visit by the local talent and promotional staff of Radio Disney.
- Road Crew appearances are designed to re-create the energy, music and excitement that families hear on Radio Disney. They are interactive, hands-on, music and contest-filled events at a location that's important to our advertisers and their businesses.

Each on site appearance includes:

- *Local Radio Disney talent and Road Crew staff*
- *Radio Disney van for outdoor appearances*
- *Radio Disney signage and set up*
- *Music and rockin' sound system*
- *On-air Promotional announcements supporting appearance/sponsor*
- *Contests, games, prizes and give-aways*





Why use Radio Disney?

- Radio Disney has experience with park districts all over Chicagoland!
- Drive traffic and increase awareness about the Village of Stickney events to current attendees and new attendees.
- Provide on-site opportunities tied into the Radio Disney brand to enhance the Village of Stickney events.
- Radio Disney helps to reach your target demographic, families! Radio Disney is your all access pass to families in the Chicagoland area!

