VILLAGE OF STICKNEY

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

Village Trustees
Cody Mares
Jeff Walik
Deborah E. Morelli
Jeff White
Fred L. Schimel
Scott Zeedyk

Daniel A. O'Reilly
Village President

Kurt Kasnicka
Village Treasurer

Audrey McAdams
Village Clerk

REGULAR MEETING
BOARD OF TRUSTEES
VILLAGE OF STICKNEY

Tuesday October 18, 2011

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 Report of the Illinois Department of Revenue**
7. **Accept Report from the Illinois Department of Transportation**
8. **Pass and Approve Resolution 12-2011, "Contract with ADT."**
9. **Pass and Approve Ordinance 2011-20, "An Ordinance Amending Coin-Operated Amusement Devices."**
10. **Pass and Approve Ordinance 2011-21, "An Ordinance Amending Coin-Operated Amusement Devices by Adding Video Gaming."**
11. **Pass and Approve Ordinance 2011-22, "An Ordinance Amending Business License Fees."**
12. **Grant permission to the Salvation Army to conduct their Red Kettle Campaign in the Village from November 18 to December 24, 2011**
13. **Report from the President**
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. **Recall from table the matter of finalizing the Village's Purchase of the Sokol Hall previously approved by the board on August 2, 2011**
21. **Adjournment**

Posted October 14, 2011

Vendor Warrants

Vendor Home

STICKNEY VILLAGE TREASURER

Summary Contracts Payments

Warrant/EFT#: EF 0008699

Fiscal Year:	2012	Issue Date:	10/17/11
Warrant Total:	$42,929.84	Warrant Status:	

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		AG302428	2AG302428	$42,929.84

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	$42,929.84	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 10/12/2011
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JUL. 2011 COLL MO: AUG. 2011 VCHR MO: OCT. 2011
4	?'S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

Click here for assistance with this screen.

SALES TAX

FOR JULY, 2011

$42,929.84

Vendor Warrants

Vendor Home

STICKNEY VILLAGE TREASURER OF

Summary Contracts Payments

Warrant/EFT#: EF 0003062

Fiscal Year:	2012	Issue Date:	10/05/11
Warrant Total:	$13,045.08	Warrant Status:	

Agency	Contract	Invoice	Voucher	Agency Amount
494 - TRANSPORTATION			2MT001489	$13,045.08

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0414	494	90	44910000	4491	$13,045.08	DISTRB ITEMS: MUNICIPALITIES

Agency Contact Information

217-782-6496

Click here for assistance with this screen.

MOTOR FUEL TAX

FOR SEPTEMBER, 2011

$13,045.08

The Salvation Army

Founded in 1865 by William and Catherine Booth

DOING THE MOST GOOD℠

Metropolitan Division

Shaw Clifton
General

Paul R. Seiler
Territorial Commander

Ralph Bukiewicz
Lt. Colonel
Divisional Commander

March 16, 2011

Mr. Arthur Rawers
Village Clerk
Village of Stickney
6533 W. 39th Street
Stickney, IL 60402

Dear Friends:

On behalf of the grateful communities that will benefit from the donations collected at the kettles placed at the various locations throughout your municipality, we thank you for your support and contribution to The Salvation Army's 2010 Red Kettle Campaign. With your generous help, we were able to reach our goal of $13 million for this year's Campaign.

As our community continues to fight economic hardship, we are reminded that the need for social services continues to grow. During these trying times and year-round, The Salvation Army provides critically-needed services to those in need, and we could never do it without you. Please see an enclosed copy of our 2010 Annual Report for a better understanding of what your support helps us do.

As in years past, we would like your continued support and permission to conduct the following fundraising campaigns in your municipality:

DONUT DAY
Friday and Saturday, June 3th and 4th, 2011

RED KETTLE CAMPAIGN
Friday, November 18th, 2011 through Saturday, December 24th, 2011

Enclosed is a confirmation form. Please take a few minutes to fill it out, specifying any requirements or notes you'd like us to acknowledge. Please be sure to keep a copy for your records. For any additional information, please email Leslie Scott as soon as possible: leslie_scott@usc.salvationarmy.org. We look forward hearing from you soon!

Sincerely,

Deborah Terrell
Director of Corporate Relations
The Salvation Army, Metropolitan Division

ORDINANCE NO. 2011-20

AN ORDINANCE AMENDING CHAPTER 10, "COIN-OPERATED AMUSEMENT DEVICES," OF THE ORDINANCES OF THE VILLAGE OF STICKNEY, ILLINOIS BY AMENDING ARTICLE II, DIVISION 1. GENERALLY

BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, A HOME RULE UNIT OF GOVERNMENT AS FOLLOWS:

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

WHEREAS, the Village of Stickney desires to regulate the licensing of coin-operated amusement devices at establishments within the Village; and

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEE OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS.

Section 1. Recitals. The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Adoption. Chapter 10, Article II. Division 1. Generally, Section 10-41. Definitions. Division 2. License, Section 10-61, Section 10-62, Section 10-66, Section 10-67 shall be amended to reads as follows:

ARTICLE II. ~~COIN-OPERATED AMUSEMENT DEVICES~~ **COIN/CURRENCY AMUSEMENT DEVICES**

Section 10-41. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***Establishment* means the entire location of the business operated by the licensee, including but not limited to all rooms, subtenancies and auxiliary or supplemental uses of the business.**

~~*Coin-operated amusement device*~~ ***Coin/currency amusement device*** means any amusement machine or device operated by means of the insertion of a coin, token, **currency** or similar object, for the purpose of amusement or skill and for the playing of which a fee is charged. **An example of an amusement machine or device would be, but not limited to, a pool table, juke box, coin/currency operated games of skill (non-gaming)** The **t**erm does not include vending machines ~~in which are not incorporated gambling or amusement features~~, nor does the term include any ~~coin-operated~~ **coin/currency** mechanical musical devices.

Section 10-61. Required.

~~No person shall engage in business as an operator or proprietor of coin-operated amusement devices without a license therefor.~~

No person shall keep or permit to be kept, for gain or profit from operation in the village, an automatic amusement machine without first obtaining a license therefor. No license shall be issued for more than a total of five automatic amusement machine (non-video gambling)

devices, including pool tables at the same establishment. The limitation of five devices applies regardless of the number of business licenses held by the establishment at any one location (i.e. tavern, food service, and the like).

Section 10-62. Application

(5) The applicant must sign a statement on the application that these machines are not gambling devices and will not be kept or permitted to be kept or used for gambling or the distribution of prizes, money, gifts or anything else of value.

The proper license fee shall accompany such application. The application for a license under this article shall be first referred ~~by~~ to the village clerk~~, to the board of trustees who shall make or cause to be made such investigation as it deems necessary. If the application is approved by the board, the license shall be issued by the clerk, and the clerk shall remit the fee to the village treasurer. If the license is denied, the fee shall be returned to the applicant.~~ **The applicant shall make available for examination, by the police department and/or Village President, each and every machine intended to be kept for use on the premises. If each machine is not a gambling device, and satisfactory evidence is furnished as to the character and reputation of the applicant and the nature of the business to be conducted to determine that the machines will not be kept, used or operated in violation of the laws of the state or the Municipal Code of Ordinance for the Village, the Village President will approve the application. Once the application is approved, the license shall be issued by the clerk, and the clerk shall remit the fee to the village treasurer. If the license is denied, the fee shall be returned to the applicant. The Ordinance Control Officer is responsible to affix village stickers to each machine.**

Section 10-66. Restriction of use by minors.

(a) No person who has obtained a license pursuant to this section shall, at any store or in connection with any other place of business where minors are customers, cause or allow an automatic amusement machine to be in use by a minor between 7:00 a.m. and 3:00 p.m. on any school day unless accompanied by a parent or guardian.

Section 10-67. Gambling

No person shall keep, permit to be kept, or use an automatic amusement machine as a gambling device. No person licensed under this section shall keep or permit to be kept or used, on the licensed premises, any machine, implement, contraption or device for gambling, distribution of prizes, money, gifts or anything else of value. A violation of this will result in the possible revocation of their liquor and/or business license

Section 3. Home Rule. This ordinance is enacted under the Home Rule powers of the Village as set forth in the Constitution and laws of the State of Illinois.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication in the manner provided by law.

Section 5. Conflicts. This Ordinance supersedes all ordinances or parts of ordinances directly conflicting with the terms and provisions contained herein, but only to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 7. Certification and Publication. The Village Clerk of the Village of Stickney shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

PASSED AND APPROVED at a regular meeting of the President and the Board of Trustees of the Village of Stickney, Illinois this ___day of ___, 2011

AYES:_____

NAYS:_____

ABSENT:_____ _____

ABSTAIN:_____

APPROVED by me this _____day of ____, 2011

_____
President Daniel A. O'Reilly of the Village
of Stickney, Cook County, Illinois

ATTESTED, Filed in my office,
and published in pamphlet form
this _____day of ___, 2011

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

ORDINANCE NO. 2011-21

AN ORDINANCE AMENDING CHAPTER 10, "COIN-OPERATED AMUSEMENT DEVICES," OF THE ORDINANCES OF THE VILLAGE OF STICKNEY, ILLINOIS BY ADDING, DIVISION 3. VIDEO GAMING SECTION 10-70, SECTION 10-71

BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, A HOME RULE UNIT OF GOVERNMENT AS FOLLOWS:

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

WHEREAS, the Village of Stickney desires to regulate the licensing of Video Gaming amusement devices at establishments within the Village; and

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEE OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS.

Section 1. Recitals. The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Adoption. Chapter 10, Article II. Division 3. VIDEO GAMING, Section 10-70, Section 10-71

Division 3. VIDEO GAMING

Section 10-70. Definitions.

***Video Gaming*, as legalized by the Illinois Video Gaming Act, will legalize video gaming in Illinois at truck stops, bars and other venues permitting alcohol consumption.**

***Establishment* means the entire location of the business operated by the licensee, including but not limited to all rooms, subtenancies and auxiliary or supplemental uses of the business.**

Section 10-71. Video Gaming Permitted Only on Premises Where Alcoholic Liquor is Sold at Retail.

(a) Any establishment within the village which is licensed to sell alcoholic liquor and has obtained a license to operate a video gaming terminal from the Illinois Gaming Board at such premises shall be required to apply for and obtain a video gaming sticker from the village for each video gaming terminal located at such establishment.

(b) Any person licensed to sell alcoholic liquor may apply to the Liquor Control Commissioner for a village video gaming sticker on an application form provided and pay a fee of $500.00 for each video gaming terminal at the premises.

(c) All video gaming terminals at premises within the village shall display a village video gaming sticker at all times.

(d) Village gaming stickers shall not be issued for any video gaming terminal on any premise that is located within 1,000 feet of a horse racing or riverboat gambling facility or is located within 100 feet of a school or place of worship. The

restriction does not apply if the church or school is established after the issuance of the liquor license.

(e) **No more than five video gaming terminals may be located on any premises where alcoholic liquor is sold.**

(f) **Video gaming terminals must be located in an area that is restricted to persons over 21 years of age. The entrance to such area must be within the view of at least one employee.**

(g) **No holder of a license to sell alcoholic liquor may cause or permit any person under the age of 21 years to use or play a video gaming device.**

(h) **Video gaming may be played only during the hours of operation for the consumption of alcohol at that establishment.**

(i) **Any holder of a liquor license must comply with any provision of the Act and must also follow all rules, regulations and restrictions imposed by the Illinois Gaming Board.**

(j) **Annual fees to be paid shall be for a calendar year without proration should the video gaming terminal operate for any portion of any calendar year.**

(k) **Any violation of any provision of this section shall be deemed a violation of the provisions of this chapter and subject to enforcement.**

Section 3. Home Rule. This ordinance is enacted under the Home Rule powers of the Village as set forth in the Constitution and laws of the State of Illinois.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication in the manner provided by law.

Section 5. Conflicts. This Ordinance supersedes all ordinances or parts of ordinances directly conflicting with the terms and provisions contained herein, but only to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 7. Certification and Publication. The Village Clerk of the Village of Stickney shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

PASSED AND APPROVED at a regular meeting of the President and the Board of Trustees of the Village of Stickney, Illinois this ___day of ___, 2011

AYES:_____

NAYS:_____

ABSENT:_____ _____

ABSTAIN:_____

APPROVED by me this _____day of ____, 2011

_____
President Daniel A. O'Reilly of the Village
of Stickney, Cook County, Illinois

ATTESTED, Filed in my office,
and published in pamphlet form
this _____day of ___, 2011

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

ORDINANCE NO. 2011-22

AN ORDINANCE AMENDING CHAPTER 22, "BUSINESSES," OF THE ORDINANCES OF THE VILLAGE OF STICKNEY, ILLINOIS BY AMENDING, ARTICLE III. LICENSES

BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, A HOME RULE UNIT OF GOVERNMENT AS FOLLOWS:

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

WHEREAS, the Village of Stickney desires to bring the license fee schedule up to date for establishments within the Village; and

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEE OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS.

Section 1. Recitals. The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Adoption. Chapter 22, Article III. Division 1. Generally, Section 22-76. Fees enumerated for specific businesses.

Section 22-76 Fees enumerated for specific businesses.

Amusement devices or games (not otherwise classified in this section)..... ~~$50.00~~ **$100.00**

Automatic vending machines, each..... ~~$25.00~~ **$50.00**

Bowling or pinball ~~alleys~~ **machines** per ~~alley~~ **machine** .....~~$50.00~~ **$100.00**

Cigarettes, cigars, and tobacco or a cigarette or cigar machine..... ~~$50.00~~ **$100.00**

~~Coin-operated~~ **Coin/currency** music box, jukebox ..... ~~$50.00~~ **$100.00**

~~Coin-operated~~ **Coin/currency** video music box ..... ~~$50.00~~ **$100.00**

Games of skill:

~~Proprietor, where game/games located, per game~~ ~~$50.00~~

~~Operator and/or owner, per game~~ ~~$50.00~~

Owner/Proprietor..... .....~~$50.00~~ **$100.00**

~~Pool and billiard:~~

~~Operator and/or owner, per table.....$50.00~~

~~Proprietor, where located, per table.....$50.00~~

Video Gaming

Owner, per machine $500.00

Section 3. Home Rule. This ordinance is enacted under the Home Rule powers of the Village as set forth in the Constitution and laws of the State of Illinois.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication in the manner provided by law.

Section 5. Conflicts. This Ordinance supersedes all ordinances or parts of ordinances directly conflicting with the terms and provisions contained herein, but only to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 7. Certification and Publication. The Village Clerk of the Village of Stickney shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

PASSED AND APPROVED at a regular meeting of the President and the Board of Trustees of the Village of Stickney, Illinois this ___day of ___, 2011

AYES:_____

NAYS:_____

ABSENT:_____ _____

ABSTAIN:_____

APPROVED by me this _____day of ____, 2011

_____
President Daniel A. O'Reilly of the Village
of Stickney, Cook County, Illinois

ATTESTED, Filed in my office,
and published in pamphlet form
this _____day of ___, 2011

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

RESOLUTION 12-2011

A RESOLUTION AUTHORIZING THE AGREEMENT BETWEEN THE VILLAGE OF STICKNEY AND ADT SECURITY SYSTEM, INC.

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

WHEREAS, the Village of Stickney desires to enter into an agreement with ADT Security System, Inc. (hereinafter known as "ADT"; and

WHEREAS, the Village of Stickney feels that the new agreement with "ADT" will better serve our Village's residents and businesses by switching them from hard line to a Wireless Radio Mesh System thus saving them expenses plus saving the Village money that they spent previously when sending out equipment for false alarms; and

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

NOW, THEREFORE, be it resolved by the Board of Trustees of the Village of Stickney, Illinois:

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

Section 2: The Board of Trustees of the Village of Stickney, Illinois, hereby approves the Agreement with "ADT".

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.

The above and foregoing RESOLUTION is passed and approved by the Board of Trustees of the Village of Stickney, Illinois, on the 18th day of October, 2011.

AYES:_____
NAYS:_____
ABSENT:_____
ABSTAIN:_____

APPROVED by me this ____ day of October. 2011.

_____
President Daniel A. O'Reilly
Village of Stickney, Cook County, Illinois

ATTESTED, Filed in my office,
and published in pamphlet form
this ____day of October, 2011

_____

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

Letter of Understanding – Village of Stickney

September 28, 2011

Village of Stickney
6533 Pershing Road
Stickney, IL 60402

To whom it may concern:

1. ADT agrees to supply all equipment and services necessary to receive wireless alarm signals to the Village of Stickney Communications Center.

2. The monthly wireless monitoring fee charged to subscribers shall be $38.00 per transceiver, ($38.00 to ADT and $0.00 to the Village) with an on-site Radio rental and service plan of $36.00. The total is $74.00 per month.

3. ADT agrees to supply:

   A. All subscriber radios and all site installations in accordance with manufacturer recommendations.

   B. Provide 5 Village buildings with a transceiver to be installed for ($0.00) and a monthly monitoring fee $0.00 + $0.00 QSP (quality service plan). Total is $0.00.

   C. Provide up to 20 Village owned accounts with a transceiver to be installed for ($0.00) and a monthly usage charge of $36.00 per radio will apply.

4. ADT shall program the units to transmit only a standardized set of signals agreed upon by the City. This will apply to any and all transceivers throughout the system.

5. During an initial 120-day roll out period, the connection fee will be waived for current subscribers. (This does not apply to new subscribers) The connection fee will be $150.00.

6. The Village of Stickney will notify all current subscribers of the availability of the radio program and the fee structure by letter. ADT will assign staff to coordinate with

the Village to insure all subscribers are given the opportunity to convert without a connection fee.

7. ADT will maintain an adequate inventory of spare parts for the base station receivers so as to be in a position to affect any necessary repairs as quickly as possible.

8. ADT will install a Wireless Radio Mesh System to include Primary and Secondary Radio receivers and a single user Automation system. ADT will include the legacy equipment and support during the transition to radio.

ADT Security Services
Municipal Services
630-218-5207

Proposed Revisions to the Agreement Between
The Village of Stickney and ADT Security System

1. Revise Paragraph 4 as follows: "The Municipality understands that ADT will charge other alarm companies . . . ADT shall not charge the Municipality a connection fee or a monitoring fee for any monitoring services, which ADT provides, to the Municipality through the system~~, except as referenced in Paragraph 2~~. ADT may increase the . . ."

2. Revise Paragraph 5 to include the dollar amount ADT shall collect and remit to the Village.

3. Revise Paragraph 5 as follows: "In addition to any other fees . . . all funds collected as a result of the imposition of the $4 service charge within sixty days after the end of each calendar quarter."

4. Revise Paragraph 7 as follows: "ADT will continue to provide positions on the System . . . to allow the supervision of existing Municipality~~,~~ connections and shall provide a reasonable number . . ."

5. Revise Paragraph 11 as follows: "Municipality represents and warrants to ADT that this Agreement was properly authorized by the Municipality's officers~~ and is binding on the Municipality~~."

6. Revise Paragraph 12 as follows: "It is understood and agreed that . . . ADT agrees that it shall ~~use its best efforts to~~ include in all Customer contracts . . ."

7. Replace Paragraph 13 with the following language: "ADT agrees to hold harmless and indemnify the Municipality, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the Municipality, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of ADT, its officers, agents or employees, under this Agreement."

8. Add the following as Paragraph 21: "ADT assumes full responsibility for the payment of all federal, state and local taxes incurred by ADT as a result of this Agreement."

9. Add the following as Paragraph 22: "This Agreement is executed by an authorized representative of the Municipality in the representative's official capacity only and the representative shall have no personal liability under this Agreement."

10. Add the following as Paragraph 23: "ADT represents that it possesses all professional or business licenses required by law, if any, and any qualifications necessary to fully perform its obligations."

11. Add the following as Paragraph 24: "In no event shall the Municipality be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings."

12. Add the following as Paragraph 25: "ADT shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law in the hiring, employment, promotion or training of personnel. ADT certifies that it is an equal opportunity employer."

13. Add the following as Paragraph 26: "ADT certifies that it maintains a written sexual harassment policy in conformace with 775 ILCS 5/2-105."

14. Add the following as Paragraph 27: "If ADT has more than 25 employees, ADT certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ICLS 580/1 et seq."

15. Add the following as Paragraph 28: "Time is of the essence of this Agreement."

16. Add the following as Paragraph 29: "This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois."

17. Add the following as Paragraph 30: "All notices that may be given under this Agreement shall be in writing, addressed to the receiving Party's address set forth below or to such other address as the receiving Party may designated by notice hereunder, and shall be delivered by hand or by traceable courier service (such as Federal Express) or sent by certified or registered mail, return receipt requested:

    If to Municipality:

    President Daniel O'Reilly
    Village of Stickney
    6533 Pershing Rd.
    Stickney, IL 60402

    If to ADT:

    _____

    _____

    _____

    _____"

AGREEMENT

The Village of Stickney (hereinafter known as the "Municipality") and ADT Security System, Inc. (hereinafter known as "ADT"), agree as follows:

1. The Municipality hereby grants to ADT, the exclusive right to install, maintain, replace, upgrade and operate, at ADT's cost, for a period of Ten (10) years beginning on (_____), an alarm monitoring and receiving system (the "System") in the Municipality's Public Safety Department communications center (the "Communications Center'"). The Municipality and ADT do hereby agree and acknowledge that the privileges, rights, duties and obligations granted to ADT under this Agreement shall be held personally in trust by ADT and shall not be transferred without the prior consent of the Municipality.

2. The Municipality and ADT acknowledge that there is now installed in the Communications Center equipment owned by ADT required to operate the System and provide monitoring services to (the "Equipment") to residents of the Municipality's service area, including businesses operating in the Municipality, who are now monitored at the Communication Center (hereinafter called "a Customer" or "Customers"). ADT shall monitor existing Customers and any new Customers who in the future desire to be monitored at the Communications Center, provided that such existing and new Customers meet reasonable application criteria and enter into a direct agreement with ADT. ADT will provide sufficient additional Equipment to monitor all existing Customers and as the need arises, any future Customers. ADT upon reasonable request of Municipality shall, at ADT's cost, relocate the Equipment, and shall do so in a manner and at a time intended to minimize any disruption or disturbance of the operations of the Communications Center.

3. ADT will maintain the Equipment with all attendant cable and labor, and further maintain it on a 24-hour basis, all at no expense to Municipality. If the Equipment shall cease to be operable, ADT shall immediately, after notification by the Municipality, endeavor to make any repairs necessary for the Equipment to be fully operable. ADT shall replace the Equipment as necessary.

4. The Municipality understands that ADT will charge other alarm companies an initial connection fee of $_150.00__ for each of their customers for whom monitoring is provided hereunder. The monthly monitoring fee charged Customers by ADT shall be $38.00 per position for dedicated telephone line and digital signals. The monthly monitoring fee charged Customers by ADT per position for radio transmitted signals shall be $38.00. These fees are exclusive of any fees of the Municipality, including the fee set forth in Paragraph 5, which may be passed to the Customers by ADT. ADT shall not charge the Municipality a connection fee or a monitoring fee for any monitoring services, which ADT provides, to the Municipality through the System, except as referenced in Paragraph 2. ADT may increase the monthly monitoring fees charged Customers effective as of any yearly anniversary of the date specified in Section 1 of this

Agreement. Unless otherwise agreed by the Municipality in writing, the percentage increases in the monthly monitoring fees shall be no more than the percentage of increase in the wholesale price index for the Chicago Metropolitan Area as published for the U.S. Department of Commerce since the date specified in Section 1, or the effective date of the last increase in the monitoring fees, whichever date is later.

5. In addition to any other fees, ADT shall collect from each customer a $___ per month service charge for each site that is provided monitoring services through the System. ADT shall account for and remit to the Municipality all funds collected as a result of the imposition of the $4 service charge within sixty after the end of each calendar quarter.

6. ADT's exclusive right to provide monitoring hereunder shall extend to all burglar, hold-up alarms, and fire alarms monitored by the Communications Center and other types of alarm monitoring requested by the Municipality, for a period of Ten (10) years from the date specified in Section 1 of this Agreement.

7. ADT will continue to provide positions on the System for use of the Municipality, in a sufficient number to allow the supervision of existing Municipality, connections and shall provide a reasonable number of additional positions to the Municipality, as the need arises. ADT shall provide on a Time-and-Material basis, service and maintenance on alarm systems in buildings and other facilities and structures owned or occupied by the Municipality at the request of the Municipality.

8. The Municipality acknowledges that the Equipment is owned by ADT, and in the event this Agreement expires or is terminated for any reason, ADT shall have the right to remove the Equipment upon a sixty (60) day written notice to the Municipality. In the event this Agreement expires or is terminated for any reason, ADT shall remove the Equipment within ten (30) days after receiving a notice from the Municipality to remove the Equipment. In the event ADT fails to remove the Equipment within this ten (30) day period, the Municipality shall have the right to remove and store the Equipment at ADT's risk, cost and expense.

9. Prior to sixty (60) days before the end of this Agreement, either party may cancel this Agreement by giving the other party notice of cancellation by certified mail, return receipt requested. In the event that neither party gives the other party such notice of cancellation, then this Agreement shall be extended for successive one-year periods, provided that either party may terminate this Agreement at the end of any such one-year extension period by giving the other party notice of cancellation not less than sixty- (60) days before the expiration of the one-year period. If at any point this Agreement is terminated or expires, every reasonable effort will be made by ADT so that there is no interruption of service to the Customers connected to the System at the time of termination of expiration.

10. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of both parties.

11. Municipality represents and warrants to ADT that this Agreement was properly authorized and is binding on the Municipality.

12. It is understood and agreed that the Municipality shall endeavor to monitor the System, provided however, that the Municipality shall incur no liability of any kind to ADT in the event it fails to monitor the System. ADT agrees that it shall use its best efforts to include in all Customer contracts for services provided through the System a provision that will exculpate the Municipality from liability and/or expressly limit the Municipality's liability to a Customer in the event the System fails to operate as intended or in the event the Municipality fails to monitor the System or fails to promptly respond to an alarm transmitted through the System.

13. To the fullest extent permitted by law, ADT agrees to defend, indemnify and hold the Municipality, and its directors, officers, employees and agents harmless from and against any and all claims, demands, losses, penalties, fines, fees, charges, assessments, liabilities, damages, judgments, orders, decrees, actions, administrative or other proceedings, fines, prosecutions, costs and expenses (including court costs, reasonable attorneys' fees, and expert witness fees) (collectively, "Claims"), to the extent directly or indirectly resulting from, or to the extent alleged to have resulted from: (i) any violation or breach of this Agreement by ADT, or (ii) ADT's negligence or willful misconduct; provided, however, that ADT's duty to defend, indemnify and hold harmless does not apply to Customer Claims in the event the System fails to operate as intended or in the event the Municipality fails to monitor the System or fails to promptly respond to an alarm transmitted through the System.

14. ADT hereby assumes and shall bear the entire risk of loss and damage to any Equipment whether or not insured against, once such equipment is placed or installed in the Communication Center, without any recourse against the Municipality, its officers, employees and agents whatsoever. It is understood and agreed that the Municipality shall have no obligation to insure any part of the System or other property owned by ADT located on premises owned or controlled by the Municipality against loss or damage.

15. ADT shall maintain, at its own expense, throughout the term of this Agreement, and any renewal hereof, general comprehensive liability insurance.

$2,000,000 general aggregate
$1,000,000 product aggregate

ADT shall provide proof of such insurance at any time during this Agreement, when requested by the Municipality.

16. In the event of any action at law or suit in equity in relation to this Agreement, the prevailing party shall be entitled to a reasonable sum for its attorney's fees.

17. This Agreement does not confer any duties or benefits and any rights on any entities other than ADT and the Municipality.

19. This Agreement incorporates the entire agreement and understanding between the parties and there are no oral agreements, understandings, or representations between the parties which are not reduced to writing herein, including attachments. This Agreement may not be changed, modified or discharged, except in writing executed by all parties hereto.

20. We have no responsibility or liability for interruptions of service, or any resulting consequences, whether due to strike, riot, flood, fire, act of God, or any other cause beyond our control. During any such service interruption we have no obligation to supply you substitute services.

This Agreement supersedes agreement dated October 26, 1992 and shall become effective as of the (_____), provided that the term of the Agreement shall not start until the date specified in Section 1.

Village of _____

By: _____

Title: _____

ADT SECURITY SERVICES, INC.

By:_____

Title:_____

Village of Stickney
Cook County, Illinois

Annual Treasurer's Report

Fiscal Year Ended

April 30, 2011

Village of Stickney
Cook County, Illinois
Annual Treasurer's Report
Fiscal Year Ended April 30, 2011

Receipts

911 Emergency surcharge tax	$74,511
Allotments received	185,884
Ambulance fees	133,425
Entertainment fees	12,760
Family Day	21,508
Franchise tax	51,458
Garbage disposal fees	277,564
Grants	193,049
Interest	5,082
Licenses	169,200
Miscellaneous	71,180
Miscellaneous-Fire department	13,060
Miscellaneous-Police department	24,879
Parks & recreation	16,426
Payroll deductions	101,653
Permits	44,535
Personal property replacement tax	134,817
Police fines	296,695
Race track admission & parking taxes	13,789
Real estate exempt fees	1,850
Real estate inspection fees	3,199
Real estate transfer tax	45,327
Reimbursement for health insurance	67,917
Reimbursement for sidewalk program	14,712
Rental of tower	105,883
Road and Bridge tax collections	15,025
Special events	14,472
State income tax allotments	610,787
State sales tax and home rule sales tax	728,203
Tax collections	3,161,240
Utility taxes	845,884
Water fees	2,126,792
Total Receipts	$9,582,766

Disbursements

Vendors:

5 Alarm Fire & Safety Equipment, Inc. $4,365, A&F Sewer Company $103,163, Active Electrical Supply Company $2,615, ADT $25,304, Air One Equipment, Inc. $4,603, Airgas North Central $3,963, Al Piemonte Ford Sales, Inc. $5,864, Alphagraphics $6,903, American LaFrance, LLC $14,491, Aramark $6,051, Associated Tire & Battery Co. $3,842, AT&T $59,362, AT&T Mobility $15,234, B&A Auto Fitness, Inc. $11,648, Bell Fuels $43,525, Best Technology Systems, Inc. $2,815, Bluders Tree Service $40,790, Cargill, Incorporated $38,228, Cascade Engineering $2,659, Case Lots $6,057, Central Management Services $592,740, Charter One $30,435, Cicero Emergency Telephone System Board $9,473, Cintas $7,094, City of Chicago $1,114,140, Combined Sales $4,325, Comcast $3,159, ComEd $96,070, Cummins Npower, LLC $6,222, Divane Brothers Electric Company $12,302, East Jordon Iron Works, Inc. $27,893, Eckert Enterprises, Inc. $20,555, Emcor Services Team Mechanical $15,693, Emergency Vehicle Technologies $6,643, F & I Automotive $15,463, Fire & Contractors Service $3,188, Firestone Store $3,123, Five Alarm Fireworks Co. $4,000, Frank Novotny & Associates $196,682, Frederick Kuchta $3,010, Galls $2,661, Hanson Aggregates Inc. $2,616, Illinois Fire Chiefs Association $8,300, Illinois Communications Co. $10,441, Illinois Director of Employment Security $7,282, Illinois Paper Company $2,845, Illinois Public Safety Agency Network $3,162, Intelligent Solutions, Inc. $53,126, Intergovernmental Consulting Group, Inc. $3,000, IRMA $224,924, J. Nardulli Concrete, Inc. $188,672, Joseph R. Julius, Ltd. $29,750, Kusper & Raucci Chartered $263,736, L.A. Traffic Signs $5,608, Landtech $5,386, Laner Muchin Dombrow Becker Levin and Tominberg, Ltd. $3,035, Lions of Illionos Foundation $2,880, Lyons Post Office $6,943, MABAS Division XI $10,000, Marty Stratman $2,691, Master-Brew Beverage, Inc. $4,249, Medical Reimbursement Service $17,470, Menards $3,740, Mercury Systems Corp. $19,515, Minuteman Press of Lyons $6,391, Monroe Truck Equipment $2,757, Municipal Code Corporation $3,840, Municipal Emergency Services $8,515, Nicor $5,938, North-East Multi Regional Training, Inc. $7,330, Office Equipment Sales $6,560, Old National Leasing $37,120, On-Site Calibration, Inc. $3,291, Orange Crush, LLC $1,565,385, Paul Conway Shields $10,250, Promos 911, Inc. $3,179, Quill $5,294, Reliance Standard Life Ins. Co. $4,280, Riccio Construction Corp. $87,616, Robert R. Andreas & Sons, Inc. $46,717, Roland Machinery Exchange $18,708, Scot Decal Co., Inc. $3,286, Sealmaster-Chicago $4,251, Shell $62,265, S-P-D Incorporated $58,195, Standard Equipment Company $43,508, Stickney Auto & Truck $3,727, Stickney Baseball Association $2,500, Suburban Life Publications $3,113, Summit Supply Corp. of Colorado $3,027, The Bank of New York Trust Company, N.A. $230,825, Timothy W. Sharpe $2,850, U.S. Tennis Court Construction Co. $5,520, Underground Pipe $21,514, VCG Uniform/Carlson Murray $4,410, Village of Lyons $2,550, Visu-Sewer of Illinois, Inc. $39,236, Vito Martinkus $5,105, Watch Guard Video $10,192, West Central Municipal Conference $9,582, Westfield Ford $22,458, Whistle-Clean $17,545, Zep Manufacturing Co. $3,153, FICA & Medicare $178,703, IMRF $114,883, Transfer to Financial Network $560,000, Depository Trust & Clearing Corporation $526,071, All other vendors less than $2,500 $191,499

Total Vendors $7,408,863

Payroll:

Under $25,000.00

Deborah Morelli, Fred Schimel, James Lazansky, Audrey McAdams, Cody Mares, Timothy Kernell, Anthony Episcopo, Christine Vetro, Jeffrey Walik, Scott Zeedyk, Heather Miller, John Babinec, William Knowski, Daniel Kuffell, Ryan Leavitt, Cynthia Moberg, Richard Krey, Ronald Palkovic, Sandra Bessette, John McClement, Jacob Anderson, Kenny Celada, Jason Kallal, Robert Goodwin, John Hozzian, Robert Santelli, Jeffrey Mayr, Jonathan Matthews, Keith Chervinko, Ian Fitzgerald, Jamaine Collins, Jon O'Dowd, Scott Steck, Adrian Contreras, Steven Urban, Angela Heslop, Michael Casey, Mitchell Dehm, Sostenes Diaz, William Kucera, Richard Sullivan, David Schmidt, Elizabeth Lukas, Arturo Terrazas, James Copp, Steven Kilk, Michelle Cepeda, Jeffrey Horne, Tina Coconate, Robert Janik, Daniel Fuentes, Linda Bruscato, Robert Altman, Nicolas Dina, Michael Falicetti, Eric Harris, Peter Hassett, Steven Herling, Martin Kapolnek, Kyle Matousek, Jorge Picazo, Anthony Rialmo, Dominic Rubino, Sonny Scardina, James Barthel, Todd Cass, Mitchell Milenkovic, Matthew Klein, David Traiforos, Joann Laponte, Graciela Aguilar, Hugo Aguinaga, Kevin Chapin, Kirk Diaz, Charles Harding, Andrew Hunt, Timothy Medina, Matthew Rouleau

$25,000.00 to $49,999.99

Victoria Lozada, Darlene Pregara, Maria King, Daniel O'Reilly, Donald Kerbs, Omari Silvera, Thomas Heller, Danny Cortez, Jorge Cortez, Harry O'Hagan, Angel Martinez, Samantha Briggs

$50,000.00 to $74,999.99

Mark Kozelka, Leandra Torres, Eugene Heslop, Mark DiSanto, Lawrence Meyer, Brent Tureson, Andrea Acosta, Dominick Iovino, Robert Jaros, Douglas Czech, Sam Alonzo, Robert Wyant, Robert Smith, David Gesiorski, Vicente Baena, Pedro Garcia, William Merrill, Collin Lochridge, William Dooley, Kevin Kozelka , Christopher Collins

$75,000.00 to $99,999.99

Kurt Kasnicka, Richard Jaczak, John Sladetz, Gary Wiseman, Frank Figueroa, Joseph Kretch, Cruz Ortiz, Francisco Acosta, Jeffrey Boyajian, Joe Lopez, Jason Bruscato, Kevin McGuire

Total Payroll $3,383,893

Total Disbursements $10,792,756

Summary Statement of Operations

Fund Type	Fund Balance Beginning	Revenues	Expenditures	Other Financing Sources	Other Financing Uses	Fund Balance Ending
General	$2,522,555	$6,104,093	$(5,837,857)	$-	$(260,000)	$2,528,791
Special Revenue	33,077	754,042	(719,454)	10,000	-	77,665
Capital Projects	2,111,463	130,867	(1,718,239)	250,000	-	774,091
Debt Service	419,214	823,809	(756,896)	-	-	486,127
Enterprise	2,468,556	2,024,063	(2,009,970)	-	-	2,482,649
Fiduciary	4,605,387	908,865	(696,178)	-	-	4,818,074
Total	$12,160,252	$10,745,739	$(11,738,594)	$260,000	$(260,000)	$11,167,397

Subscribed and sworn to this 6th day of October, 2011.

Kurt Kasnicka
Treasurer

I, Audrey McAdams, Clerk of the Village of Stickney, Cook County, Illinois do hereby certify that the above is a true copy of the Annual Treasurer's Report for the fiscal year ending April 30, 2011.

Audrey McAdams
Clerk