

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

NOTICE

PUBLIC AFFAIRS COMMITTEE

Monday, April 27, 2020
7:00 P.M. – Council Chambers

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Public Affairs Committee of February 24, 2020
3. Public Participation / Presentations
4. Items for Consent
 - A. Healthy West Chicago 5k & Fun Run Special Event Permit Application
 - B. West Chicago Food Festival Special Event Permit Application
 - C. Resolution No. 20-R-0017 - Mexican Independence Day Festival Funding Agreement and Permit Application
 - D. West Chicago Railroad Days Special Event Permit Application Western Dupage Chamber of Commerce.
 - E. Ordinance 20-O-0005 – Amending Chapter 8, Article I – Administrative Adjudication System of the West Chicago Code of Ordinances
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
 - A. West Chicago Police Department January, February and March Monthly Reports
9. Adjournment

MINUTES

PUBLIC AFFAIRS COMMITTEE

Monday, February 24, 2020 7:00 P.M.

1. Call to Order, Roll Call, and Establishment of a Quorum.

Alderman Hallett called the meeting to order at 7:00pm. Roll Call found Brown, Birch Ferguson, Swiatek and Short.

Chairman Chassee was not in attendance.

2. Approval of Minutes.

A. Public Affairs Committee Minutes of January 27, 2020. Alderman Swiatek made a motion, seconded by Alderman Brown to approve the minutes of the Public Affairs Committee meeting. Voting Aye: Alderman Brown, Birch Ferguson, Swiatek and Short. Voting Nay: 0. Abstain: Alderman Hallett. Motion carried.

3. Public Participation / Presentations.

4. Items for Consent.

5. Items for Discussion.

6. Unfinished Business.

7. New Business.

8. Reports from Staff.

A. Phalen Consulting FY2019 Report – Summarized the attached report.

B. People Made Visible FY2019 Report – Summarized the attached report.

9. Adjournment. Alderman Brown made a motion to adjourn, seconded by Alderman Birch-Ferguson. The motion was approved by voice vote, and the meeting adjourned at approximately 7:10pm.

Respectfully submitted,

Yahaira Bautista

Administrative Assistant to Chief of Police
West Chicago Police Department

Phalen Consulting, Inc.,

FY2019 Report for the Management and Operation of the West Chicago City Museum

Staff Time: 3,192.50 (average of 61.4 hours a week; FY18 average of 58.7 a week)

Main Projects:

- Staffing Museum open hours
- Collections: processing temporary receipts, accessioning artifacts, database entry, digitization of collection, inventory of collection, research files, newspaper collection, online digitization plan
- Community outreach projects: Burlington Route Historical Society collaboration, Fire Department book, record sharing with Methodist Church, Forest Preserve collaboration, High School Class Reunion Scrapbooks & Research Open Houses, McAuley School Restoration Effort, DuPage Foundation-Arts DuPage
- Conferences/Professional Development: Arts DuPage, Kane DuPage Regional Museum Association, Arts DuPage American for the Arts Economic Benefits of the Arts meetings, Giving DuPage nonprofit co.lab conference, Illinois Association of Museum Conference
- Educational: educational programming-adult and school outreach; District 33 curriculum revamp; Indian Knoll 50th Anniversary Collaboration and programming; Afterschool *history through art HeART* program; Digital Mini-kits for teachers/classrooms; Late Night at the City Museum; Library reading program collaboratives for adults and kids; online resources on wegohistory.com; in school hands-on history programs; Benjamin School District Programming to celebrate district's 175th Anniversary in 2019
- Events: Blooming Fest, Volunteer Appreciation Dinner, National Night Out, Mexican Independence Day Celebration, 30th Tales Tombstones Tell, Food Festival, Downtown Halloween Parade & Trick or Treat, Frosty Fest
- Exhibits: We Go Pop (May 2018 – February 2019); Dairies to Prairies on Loan from Elgin History Museum (March-April 2019); Planning: CB&Q Depot interior exhibit, outdoor interpretive signage for the CB&Q Depot, High Lake Station Steps and Sesqui Park displays, semi-permanent exhibit for 2nd floor Rails & Trails; HOME exhibit (May 2019-April 2020); 2019 WCCAC Banner Art exhibition, Sister Cities 20th Anniversary Exhibit
- Museum: new entrance design
- Online Outreach: social media, Friends of the Museum website-wegohistory.com
- Organizational Collaborations: West Chicago Fire Protection District-history book written by Martha Noble and produced by the Museum & Friends of the Museum; Congregational & Methodist Church-preservation of church records; DuPage County Forest Preserve; Burlington Route Historical Society collaboration; Mexican Cultural Center collaborative projects; People Made Visible Artist-in-Residency and Downtown First Friday Nights; DuPage Foundation-Arts DuPage; Community High School Reunion Scrapbooks and Research Gatherings Host

- Programs: Late Night at the City Museum-Drawing on History, Mobile Walking Tour, History Pin, Historiography adult non-fiction book reading group, Voices of DuPage Oral History program, KDRMA Passport to Adventure; Tea Fundraiser, Town Hall Shares; Artist in Residency Chris Lucero Calaveras of West Chicago, Rail Trail development
- Research: organizing research files, working with researchers and processing research requests, digitization of research collection, self-serve resource kiosk at museum set-up and maintenance
- Volunteer Management

Collection:

Accession Total:

- Collection total: 34,148 objects
- Collection processed into PastPerfect database: 15,671

New donations: Local organization items, local business items, local church items, house/building history

Research Inquiries: 111 (average 9.2 a month) (house history, local business history, family history, cemetery history, local school history, local historic buildings)

Visitation:

- Overview

Metric	2019	2018	2017
Open hours	752	743	743
Museum Guests	3,306	3,127	2,615
External Program Attendance	1,879	923	2,107
Website Unique Visits	2,859	2,257	2,595
Facebook Followers*	665	552	474
Twitter Followers*	433	408	355
Instagram Followers*	262	186	84

*Social media accounts are owned by the Friends of the West Chicago City Museum

- Breakout

Category	Date(s)	Guests
Walk-in Museum visitors during regular open hours (Th 10am-6pm; Fri & Sat 10am-2pm)	2019	2,137
Museum specific visitors (researcher, museum related question)	2019	1,169

Program: Late- Night at the City Museum (with special events in downtown)	First Friday of February, April, May, June, November, & December	87
Program: Historiography Non-Fiction Reading Book Club	Monthly, third Thursday of each month (March-November)	98
Program: Timeless Tales Kids Story Time at the Museum in collaboration with library	Monthly	92
Outreach Exhibit: Historic Art at Kindred Coffee	January 2019	
Program: Town Hall Shares	April 10; October 14	22
Tour: Homeschool Tour Group at Museum	February 8, 2019	4
Program: Turner School in classroom Then and Now	March 21, 2019	60
Program: Afterschool Art & History Program, @ Gary & Turner Schools	March & April	62
Program: Currier School in Classroom Then & Now Program	April 15, 2019	63
Special Hours: Depot Days, CB&Q special Saturday Hours	May 18-Augst, 2019	335
Event: Blooming Fest	May 18, 2019	158
Tour: High School Student Bridge into Freshman Year at Museum	July 25, 2019	164
Tour: High School ESL Student at Museum	August 2, 2019	6
Event: D33 Back to School	August 2, 2019	50

Tour: Carol Stream Park District group at museum and downtown history tour	August 23, 2019	23
Program: The History of West Chicago Churches at Methodist Church	August 24, 2019	28
Event: Mexican Independence Day	September 14-15, 2019	124
Tour: Burlington Route Historical Society Annual Meeting at depot & museum	September 19, 2019	40
Event: Benjamin School District 175 th Anniversary	September 22, 2019	140
Program: Evergreen Elementary Teachers Presenting: Presenting West Chicago History	October 2, 2019	30
Program: Afterschool Art & History Program, @ Wegner & Indian Knoll	October-December	43
Program: Tales Tombstones Tell	October 4, 2019	207
Program: Then & Now Evergreen 2 nd graders	October 8, 2019	60
Program: Toys/Child's Play Evergreen 2 nd graders	October 10, 2019	60
Event: Food Festival	October 12, 2019	52
Program: Local History to Evergreen K-4 th grade	October 18, 2019	320
Program: Townhall Share: Sister Cities	October 18, 2019	14
Program: Carry Nation	October 19, 2019	18
Program: Artist-in-Residency Chris Lucero	October 27, 2019	23
Event: Late Night at the Museum Day of the Dead	November 1, 2019	38
Program: Illinois Association of Museum presentation	November 18, 2019	20
Outreach Exhibit: Historic Photographs at Kindred Coffee	December 2019	

Event: Late Night at the Museum Candlelight Christmas	December 6, 2019	23
Event: Frosty Fest	December 7, 2019	399
Event: Holiday Gathering	December 10, 2019	37

Volunteer hours: 450 (FY2017: 445) (docent hours, Voices of DuPage, file organizing, event staffing, newspaper collection, genealogy, research requests, model building and repair)

Goal Achievement per statements made in Attachment B

- Education: Annual Goal of 6 total programs during school year including 4 in museum group tours; unmet as of December 31, 2019; YTD 12 program in school; 3 in museum.
- Summer Passport Program goal of attracting 75 additional visitors through program, the majority of which from out of town; met and exceeded as of December 31, 2019; (YTD 81 passport visitors)
- Exhibits/Displays: Annual Goal of at least one new large exhibit met as of December 31, 2019
- Outreach Exhibits: Expand current Depot Days open public hours from four Saturdays a year to twelve Saturdays a year: met as of December 31, 2019
- Exhibits/Displays: During FY2019 design and erect two outdoor sign boards unmet as of met as of December 31, 2019, but planning to purchase by end of FY19 and be in place by Spring 2020
- Exhibits/Displays: Accessibility goal of maintaining at least 12 hours a week during winter months and 16 hours a week during spring/summer/fall months exceeded as of December 31, 2019 with the addition of special events
- Volunteers: monthly goal of utilizing volunteers for 30 hours a month exceeded as of December 31, 2019; (volunteer hours averaged 39 hours a month)
- Collection: annual goal of accessioning 50% of the backlog of artifacts unmet as of December 31, 2019, goal to be completed by Spring 2020
- Collection: annual goal of accessioning 75% of 2019 donations met as of December 31, 2019
- Collection: digitizing 10% of the collection during inventory process met as of December 31, 2019
- Research library: monthly goal of serving 10 researchers a month unmet with an average of 9.2 researchers a month as of December 31, 2019
- Research library: annual goal of processing new items into research library met as of December 31, 2019
- Programs: annual goal of 8 programs open to the public exceeded as of December 31, 2019 (YTD 15 program have been held)

For the fiscal year of 2019 under the seventh year of the executed contract with the City of West Chicago for management of the City Museum, Phalen Consulting, Inc. had total cash inflows of

\$90,890.05 and total cash outflows of \$90,890.05. Per the February 4, 2019 Agreement between the City of West Chicago and Phalen Consulting for the Operation of the West Chicago City Museum, City Resolution No. 19-R-0008 \$88,200 of cash inflows came from the City. Funds were taken from the Museum's Trust Fund, administered by the Friends of the West Chicago City Museum, to cover additional costs in the 2019 calendar/fiscal year, not covered by other inflows, totaling \$2,690.05.

Category	Amount budgeted	YTD (Dec. 31, 2019)
Staff	\$57,000	\$66,054.15
Training and Tuition	\$1,000	\$2,121.45
Membership dues/subscription	\$1,500	\$1,533.04
Printing and binding	\$1,100	\$120.32
Advertising and promotions	\$300	\$630.11
Other contractual services	\$2,000	\$1,742.00
Computer/office supplies	\$1,000	\$2,824.99
Tools & equipment	\$300	\$362.45
Educational exhibitions	\$11,600	\$3,493.47
Educational programming	\$4,200	\$8,763.98
Miscellaneous Commodities	\$1,000	\$851.99
Collection maintenance	\$2,000	\$770.62
Additional arts programming	\$1,000	\$1,000.00
Other	\$0	\$621.48

For the fiscal year of 2019 the West Chicago City Museum's Trust Fund had total cash inflows of \$10,326.22 and total cash outflows of \$1,658.53, for a net deficit of \$8,667.69.

- Inflows
 - \$293.00 donations made by museum visitors
 - \$4.20 from interest revenue on account
- Outflows
 - \$2,690.05 to cover Phalen Consulting FY2019 deficit

FY2020 Preview

- Downtown promotions for three months of events through publicity and postcard campaign in collaboration with Gallery 200 & Kindred Coffee
- Events and museum programs that include full "experience" offerings for visitors
- Continued outreach through programs at community partners
- New exhibit highlighting the women of West Chicago to celebrate the 100th Anniversary of the 19th amendment which gave women the right to vote
- Continued increased programming along the Prairie Path
 - Every Saturday May 16 through August Depot Days
 - Outdoor signage at historic landmarks
- Continue to strengthen relationships with schools and increase community collaborations
- Continue to address collections backlog and storage issues
- Plan for digital asset maintenance

People Made Visible, Inc. End of Year Report for Fiscal Year 2019

For the fiscal year of 2019 under the sixth year of the executed contract with the City of West Chicago for the operation of Gallery 200, People Made Visible had total cash inflows of \$7,624.60 and total cash outflows of \$5,043.97, for a net surplus of \$2,580.63. It is anticipated that the net surplus will be added to the Gallery 200/200 Main Projects Fund for continued projects and enhancements to the Gallery 200 which is anticipated to be spent in the FY2020.

Financial highlights from the fiscal year 2019 include:

➤ **Inflows: \$7,624.60**

- Cash receipts of \$6,000.00 from the City of West Chicago per the contractual agreement between the City and People Made Visible, Inc.
- Cash receipts of \$1,144.60 from the Gallery artist fees
- Cash receipts of \$480.00 from donations from the public for the Gallery 200/200 Main Projects Fund

➤ **Outflows: \$5,043.97**

- Supplies & Event expenses Cleaning: \$2,046.92
- Insurance & Registration fees costs totaled \$615
- Phone & Internet: \$1,730.21
- Staff: \$651.84

Events at 103 W. Washington:

January 2019:

- Illumination Group Exhibit by Professional Art Quilt Alliance, Opening Reception, January 4, 2019

February 2019:

- Art-Past and Present by Margaret Bucholz, Opening Reception, February 1, 2019
- GardenWorks Seed Sorting Event, February 12, 2019

March 2019:

- Art is the HeART of the City District 33 Elementary School Group Show, March Show Opening Reception, March 8, 2019

April 2019:

- West Chicago Community High School Group Show, Opening Reception, April 5, 2019
- Young Latina Day West Chicago Reception, April 11, 2019
- Ceramic Birds Class, April 27, 2019

May 2019:

- GardenWorks client bag preparation volunteer event, May 1, 2019
- Art In Full Bloom Group Show, Opening Reception, May 2, 2019
- Ceramic Birds Class, May 11, 2019
- Film Screening "The Guardians" Friday, May 17, 2019
- Blooming Fest Artist Demos, Saturday, May 18, 2019
- GardenWorks seedling sale, Saturday, May 18, 2019
- Healthy West Chicago Community Garden Workday Volunteer Training, May 25, 2019
- Flower Necklace Wire Crochet Workshop by artist Marita Valdizan May 2019

- Miss Mexican Heritage Mexican Cultural Center classes, May 2019

June 2019:

- Door County Memories by Shari Hohl Show, June Show Opening Reception, June 7, 2019
- Miss Mexican Heritage Mexican Cultural Center classes, June 2019

July 2019:

- Fantasy & Imagination Group Show, Opening Reception, July 12, 2019
- Miss Mexican Heritage Mexican Cultural Center classes, July 2019

August 2019:

- Nature's Beauty by Marge Hall Show, Opening Reception, August 2, 2019
- GardenWorks fall seedling sale, August 9-10, 2019
- Miss Mexican Heritage Mexican Cultural Center classes, August 2019

September 2019:

- Falling for Art by Kathi Kuchler Show, September Show Opening Reception, September 6, 2019
- Mexican Independence Day Celebration extra hours and hosting Mexican Cultural Center activities, September 14-15
- Youth Art Workshop: Make a Soccer Ball with artist Diana Gabriel, September 14, 2019

October 2019:

- Artoberfest: Fall into Art Group Show, Opening Reception, October 4, 2019
- Clay Pumpkin Class, October 16, 2019
- Mexican Cultural Center DuPage Día de los Muertos/Day of the Dead Celebration Event, October 23, 2019
- Downtown Trick-or-Treat, October 26, 2019
- Artist-in-Residency Chris Lucero Talk and Potluck, October 27, 2019

November 2019:

- Fused for You: At Touch of Glass Group Show, Opening Reception, November 1, 2019
- UofI Extension Master Gardeners viewing of "The Guardians," November 12, 2019
- Kramer Tree butterfly painting for downtown Christmas Tree, Friday, November 22, 2019

December 2019:

- Small Gifts of Art Group Show, December Show Opening Reception, December 6, 2019
- GardenWorks Project Food Growers Network Pre-Launch +Event, December 4, 2019
- Frosty Fest extra hours and hosting Leman Middle School Mariachi Band, Saturday, December 7, 2019

Art Classes: Britta Renwick jewelry making classes

Meeting/Space Utilization by People Made Visible divisions and collaborators: Healthy West Chicago, GardenWorks Project, Mexican Cultural Center DuPage, West Chicago City Museum

Monthly Artist Open Studio hours

Art Meet-up: Fiber Artists Meet-up held monthly

Book Club/Discussion Group Meet-up held monthly

PMV Outreach Events/Partnership Collaborations

- Host Cultural Arts Commission Visiting Artist Juan Chawuk Butterfly Mural
- Host College of DuPage Visiting Artist Juan Chawuk FRIDA 2020 Letter Mural
- American In Bloom Committee work and hosting judges
- Art in the Park-Reed Keppler Band Shell, June 21, 2019
- Host of Mariachi Heritage School during Mexican Independence Day Festival
- First Fridays Downtown West Chicago collaboration with City Museum, Kindred Coffee
- Arts DuPage/National Arts and Humanities Month Promotions in October
- October Downtown Trick or Treat
- Art Exhibits at West Chicago Library, Gallery 200 Artists
- Frosty Fest Ice Sculpture Co-Sponsor with FNBC Bank
- One West Chicago Community Cookbook
- Year of the Butterfly Collaboration

Visitation at 200 Main:

- Overview: Guests at Gallery 200: 3,650 (17% increase)

	FY19	FY18	FY17	FY155
Guests	3,650	3,126	2,859	2,173

- Breakout: Walk-in Gallery visitors during regular open hours (Thurs noon-6pm, Fri noon-8pm, Sat 10am-4pm, Sun noon-4pm)

Category	Date(s)	Guests
Total Visitors	January 2019	146
Total Visitors	February 2019	166
Total Visitors	March 2019	460
Total Visitors	April 2019	343
Total Visitors	May 2019	431
Total Visitors	June 2019	262
Total Visitors	July 2019	243
Total Visitors	August 2019	242
Total Visitors	September 2019	253
Total Visitors	October 2019	400
Total Visitors	November 2019	250
Total Visitors	December 2019	454

Gallery 200 Artist Sales

- Overview: Total Sales: \$16,086.95 (97% increase) no commission taken by Gallery/PMV

	FY19	FY18	FY17	FY16
Total Sales	\$16,086.95	\$8,153.25	\$13,223.25	\$8,066.55

- Breakout

Category	Date(s)	Guests
Total Sales	January 2019	\$222.50
Total Sales	February 2019	\$698.50
Total Sales	March 2019	\$981.50
Total Sales	April 2019	\$186.00
Total Sales	May 2019	\$1,624.00
Total Sales	June 2019	\$2,768.00
Total Sales	July 2019	\$679.00
Total Sales	August 2019	\$2,617.45
Total Sales	September 2019	\$1,040.00
Total Sales	October 2019	\$1,305.50
Total Sales	November 2019	\$1,784.50
Total Sales	December 2019	\$2,180.00

Program towards Goals for 2019

- Work with community partners to increase foot traffic in downtown West Chicago, including launching rotating 3 month postcards that list events in downtown
- Continue to expand classes offered at Gallery 200
- Work with artists to bring additional interactive art into 103 W. Washington
- Continue fundraising campaign to contribute to 200 Main Street Renovation Project

Goals for 2020

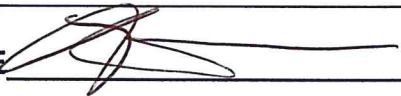
- Increase visibility of Gallery 200 and downtown West Chicago cultural activities
- Promote West Chicago artist community and offerings through state and national organizations
- Market West Chicago as a destination for artists and a place to purchase affordable art
- Continue to expand classes offered at Gallery 200
- Work with artists to bring additional interactive art into 103 W. Washington
- Continue fundraising campaign to contribute to 200 Main Street Renovation Project

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Healthy West Chicago 5k & Fun Run
Special Event Permit Application
Healthy West Chicago

AGENDA ITEM NUMBER: 4.A.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** April 27, 2020**COUNCIL AGENDA DATE:** _____**STAFF REVIEW:** Tom Dabareiner**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:**
Michael Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Healthy West Chicago is seeking approval for a 5k and Fun Run scheduled for Saturday, August 22, 2020 from 6:30 a.m. – 11:00 a.m. with an estimate of 200 attendees. All proceeds from this event will be used to support Healthy West Chicago programming and sustainability.

Set-up is scheduled to begin at 6:30 a.m. The 5k race begins at 8:30 a.m. and the 100 meter Fun Run/Kiddie Dash begins at 9:30 a.m., or immediately after the last 5k participant crosses the finish line. The event is expected to end at approximately 11:00 a.m.

Healthy West Chicago has requested use of the public walkway along Yale Street as well as National Street east of Yale Street for the race route. Park District property at Reed Keppler Park and the ARC Center have also been requested for use.

The Special Event Permit Application, which includes the requests of the City and Park District, has been reviewed and approved by staff from the Police, Public Works, and Community Development Departments as well as the Park District and Fire Protection District. The Special Event Permit Application is attached, which includes the course map. Since some DuPage Trails will be used for the race, a permit will be required and we are waiting on the confirmation that it is completed.

ACTIONS PROPOSED:

Recommend event for approval as proposed, contingent upon submittal and approval of required insurance documentation.

COMMITTEE RECOMMENDATION:

City of West Chicago SPECIAL EVENT PERMIT APPLICATION



THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED
90 DAYS PRIOR TO THE EVENT

PERMIT NO. _____

Special Event Permit Application

The Special Event Application is due to the City of West Chicago a minimum of ninety (90) days prior to the event if it requires closure of public streets or use of public parking lots. The 90-day time period allows sufficient time to evaluate the request and provide a recommendation to the City Council for its consideration.

Note: Prior to review of the Special Events Permit Application, all applicants must submit the Intent to Meet Insurance Requirements form (page 2).

Submittal Checklist

1. Completed and signed Special Event Application
 - ☐ Intent to Meet Insurance Requirements
 - ☐ Section 1 – General Information
 - ☐ Section 2 – Narrative
 - ☐ Section 3 – Permits
 - ☐ Section 4 – Site Plan and/or Route Map
 - ☐ Section 5 – Task List and Due Dates
 - ☐ Section 6 – Hold Harmless Agreement

2. Completed and signed applications(s) for other permits(s) (See Section 3)
 - ☐ Carnival Permit Application - \$50 per employee
 - ☐ Fireworks Permit Application – \$125 (Check made payable to the West Chicago Fire Protection District)
 - ☐ Building Permit Application (temporary tents – see min. requirements) - \$50
 - ☐ Raffle Registration Application – requires separate application
 - ☐ Temporary Liquor License Application – requires separate application
 - ☐ Temporary Food Service Permit (DuPage Co. Health Dept. 630-682-7979)

FOR OFFICE USE ONLY

Received: _____ Fee Paid: \$ _____

Receipt # _____ Check # _____

Event Acknowledgement Form returned by:

Police Dept. _____ Fire Dist. _____ PW _____ Park Dist. _____

- ☐ Background checks completed by Police Dept. Date _____
- ☐ DuPage Co. Health Department notified Date _____
- ☐ Certificate of Insurance received and approved Date _____

***** INTENT TO MEET INSURANCE REQUIREMENTS *****

Must be returned prior to application review by City staff

Prior to the issuance of a Special Event Permit, all organizations must present a certificate of insurance meeting the criteria listed below:

1. Required limits per IRMA are \$1mil per occurrence and general aggregate no less than \$2mil for contractors/vendors.

2. *****PLEASE NOTE:** Under the box labeled "Description of operations/locations/vehicles/exclusions added by endorsement/special provisions", the following language must appear:

"The City of West Chicago, its officials, agents, employees, and volunteers is/are named additionally insured. The additional insured is covered as respect to liability arising out of any work or activities performed on behalf of **(company involved)** for **(event)** **(date, times (if applicable), location)** No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to additional insured is primary as it relates to **(event)**".

3. Vendors shall furnish the additional insured endorsement (*consult insurance professional; examples include but are not limited to forms CG 2010 or CG 2026*) to support the certificate of insurance. The endorsement shall also name **"The City of West Chicago, its officials, agents, employees, and volunteers"** as primary and non-contributory.

4. If applicable, vendor shall furnish the City with evidence of Worker's Compensation coverage with statutory limits.

5. The insurance provider will need to submit the Certificate of Insurance and supporting endorsement form preferably via email to **specialevents@westchicago.org** or fax (630-293-1257) to be considered an original document.

I, Carly Smitherman, representing Healthy West Chicago
(print name of authorized person) (organization)

have contacted the appropriate insurance provider and acknowledge that the above insurance criteria can be met. I understand that the Special Event Permit Application will not be reviewed until this document has been signed and returned to the City of West Chicago.

Carly Smitherman
(signature)

4/1/2020

(date)

Healthy West Chicago 5K Fun Run with Kiddie Dash

(name of event)

8/22/2020

(date of event)

Healthy West Chicago Sponsored Special Event
Healthy West Chicago Fun Run with Kiddie Dash
Special Event Proposal
Saturday August 22, 2020

Event Overview:

The Healthy West Chicago Fun Run with Kiddie Dash will be sponsored by Healthy West Chicago, with the support of Race Time Inc. This event will take place on Saturday August 22nd, 2020 with the race beginning at 8:30 a.m. This event will attract participants from West Chicago and surrounding communities. The Fun Run will include features such as a race t-shirt and awards by gender/age groups.

Race Time Inc. has offered to donate select race. The Healthy West Chicago's Program Administrator will coordinate the Fun Run with Kiddie Dash activities with Race Time Inc., Healthy West Chicago Volunteer Committee, and West Chicago Park District.

General Information:

Main Contact

Carly Smitherman
Healthy West Chicago Program Administrator
Phone: (630) 230-6370
Email: carlys@healthywestchicago.org

Proposed Course

USATF course Run to Remember.
Proposed map of racecourse submitted with permit application.
Course length: 3.1 miles.

Registration & Fee Structure

5K Run/Walk Adult (18 and older) \$30.00
5K Run/Walk Student (17 and under) \$10.00
Kiddie Dash: Free
Resident Discount: West Chicago residents will be offered a \$5 discount.

All proceeds from the event will be used to continue with Healthy West Chicago programing and sustainability.

Main Event Schedule

6:30 AM Staff & Volunteer Set-Up Begins
7:30 AM Registration Opens
8:00 AM Registration Closes
8:15 AM Group Stretch
8:30 AM 5K Walk/Run starts
9:30 AM 100 Meter Kiddie Dash on park property starts (approximate; after last 5k participant crosses finish line)
10:00 AM Awards Announced/Distributed
10:20 AM Site Clean Up Begins
11:00 AM Site Clean Up Ends

Race Timing and 5k Course Organizer

Organizer: Race Time Finish Line Management & Timing Company
Website: <http://www.racetime.info>
Contact: Julie Pearson
Email: racetime21@hotmail.com

Awards Participants Receive

5K Run: Awards will be distributed to one overall male and one overall female winner. First, second, and third place medals will be distributed a male and female in each of the following categories/age groups: 10 & under, 11 - 14, 15 - 19, 20 - 29, 30 - 39, 40 - 49, 50- 59, 60 & over.

Kiddie Dash: Finisher's ribbon

5k Walk/Run Participants Receive

Short sleeved 5k t-shirt

All Event Attendees Receive the Following

Water

Aid/water stations at Start/Finish and near mile markers 1 and 2 along the course

First-aid tent at turnaround on course

Official Chip time

Music and announcer at Start/Finish

Cancellation

Event will only be canceled in extreme weather.

City will be called the morning of the race to be notified.

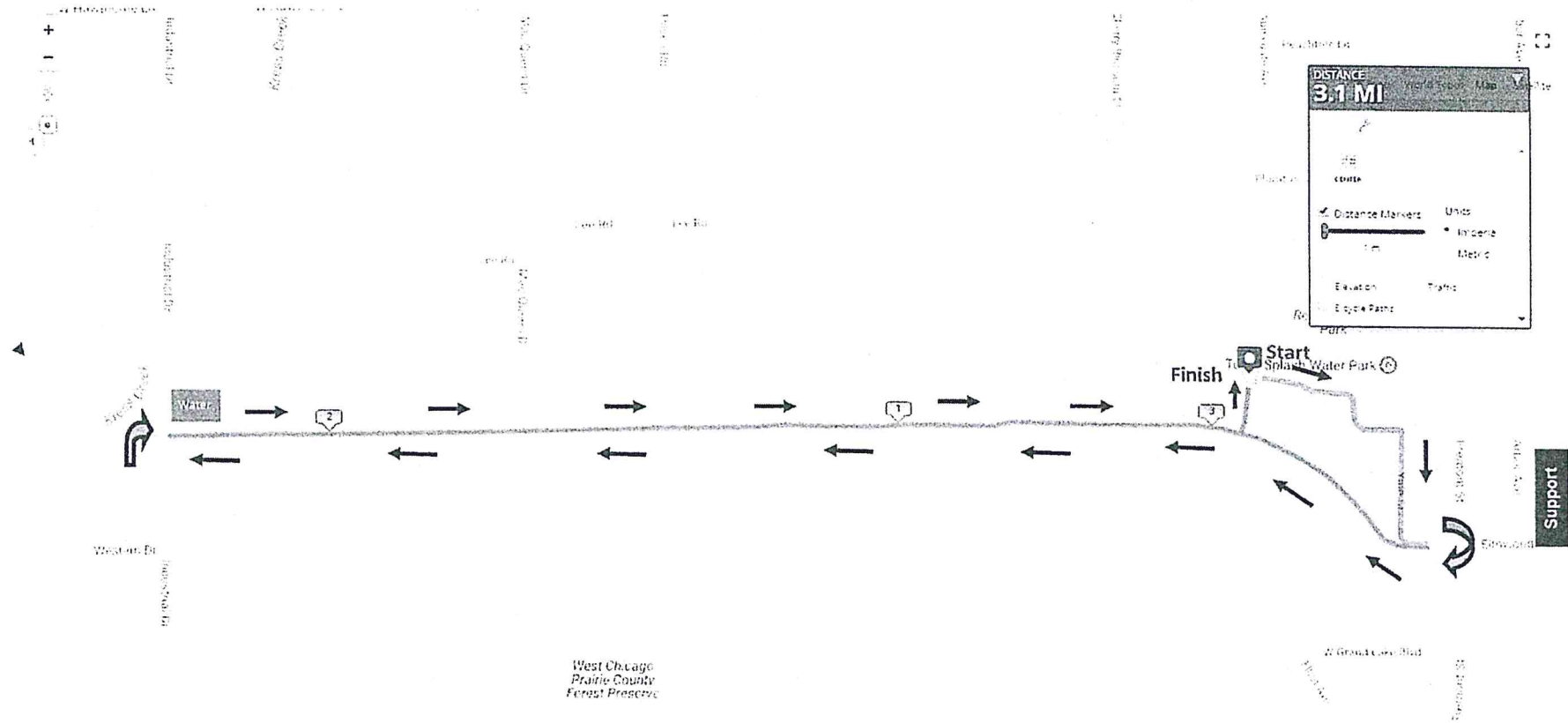
Website & Registration Structure

Participants will register using Race Time Inc.'s online platform.

Participants can also register by submitting a completed "Healthy West Chicago Fun Run Registration Form" to Race Time Inc. with cash or check payment.

Electronic signature of liability "Waiver & Release" will be required.

Volunteer sign-up option will also be available.





Road Running Technical Council
USA Track & Field

Measurement Certificate



Name of the course Run to Remember Distance 5 km
Location (state) Illinois (city) West Chicago
Type of course: road race ☒ calibration ☐ track ☐ Configuration: Out and Back
Type of surface: paved 23 % dirt % gravel 77 % grass % track %
Elevation (meters above sea level) Start 234 Finish 234 Highest 240 Lowest 228
Straight line distance between start & finish Same Point Drop 0 m/km Separation 0 %
Measured by (name, address, phone & e-mail) Winston Rasmussen 3s441 2nd Street
Warrenville, IL 60555 (630)393-4952 W.Rasmussen@comcast.net
Race contact (name, address, phone & e-mail) Robbi Peterson, West Chicago Police Dept, 325 Spencer
West Chicago, IL 60185 (630) - RPeterson@West Chicago.org
Measuring Methods: bicycle ☒ steel tape ☐ electronic distance meter ☐
Number of measurements of entire course: 2 Date(s) when course measured: April 14, 2015
Race date: April 19, 2015 Course certification effective date: April 15, 2015
Certification code: IL15011WR

Notice to Race Director: Use this Certification Code
in *all* public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2025

AS NATIONALLY CERTIFIED BY:

Winston Rasmussen

Date: April 15, 2015

Winston C Rasmussen – USATF/RRTC Certifier

3s441 2nd Street, Warrenville, IL 60555 (630)393-4952 W.Rasmussen@comcast.net



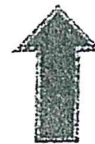
Run to Remember

5 kilometers

West Chicago, Illinois

USATF Certification # IL15011WR

Effective April 15, 2015 – Dec 31, 2025



NORTH

Map Not to Scale

START: Mag nail, center of road, 58' W of edge of gate post on N side of road (See detail)

1 MILE: North edge of gravel path, 147' W of 2nd electrical tower W of RR tracks

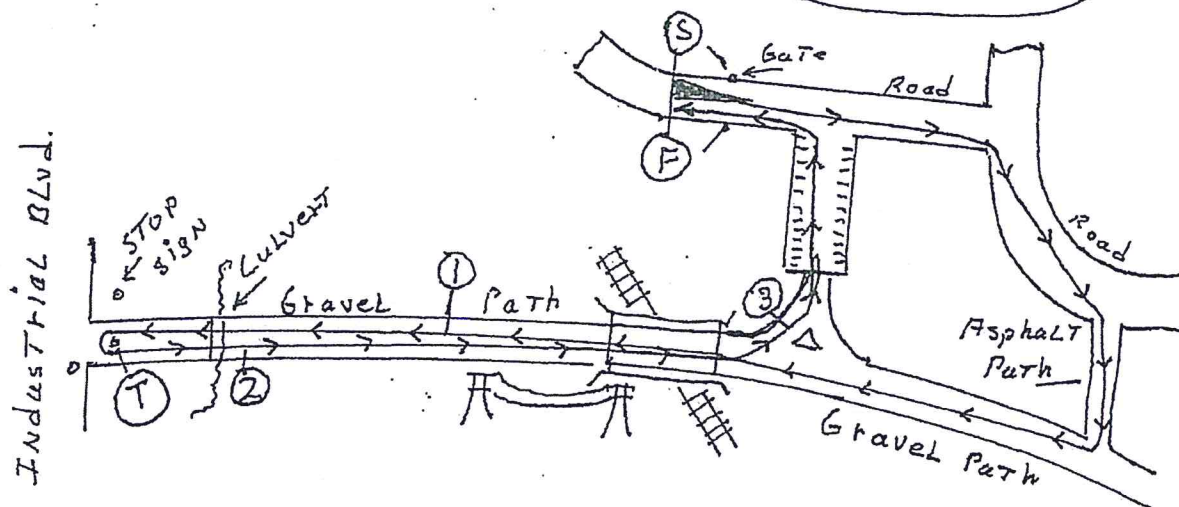
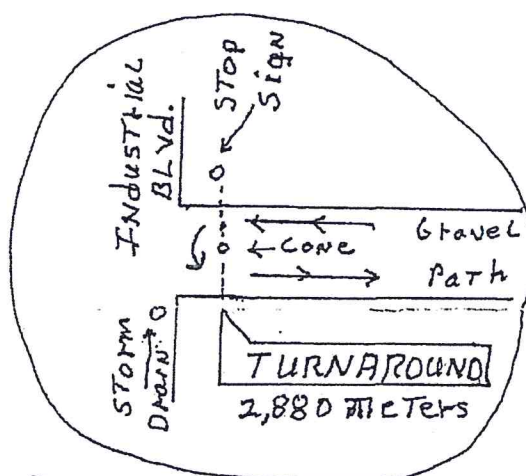
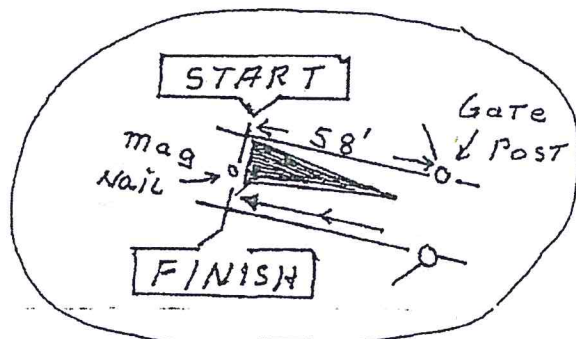
Turnaround: Center of path, even with stop sign (21'6" E of center of round storm drain on Industrial Drive

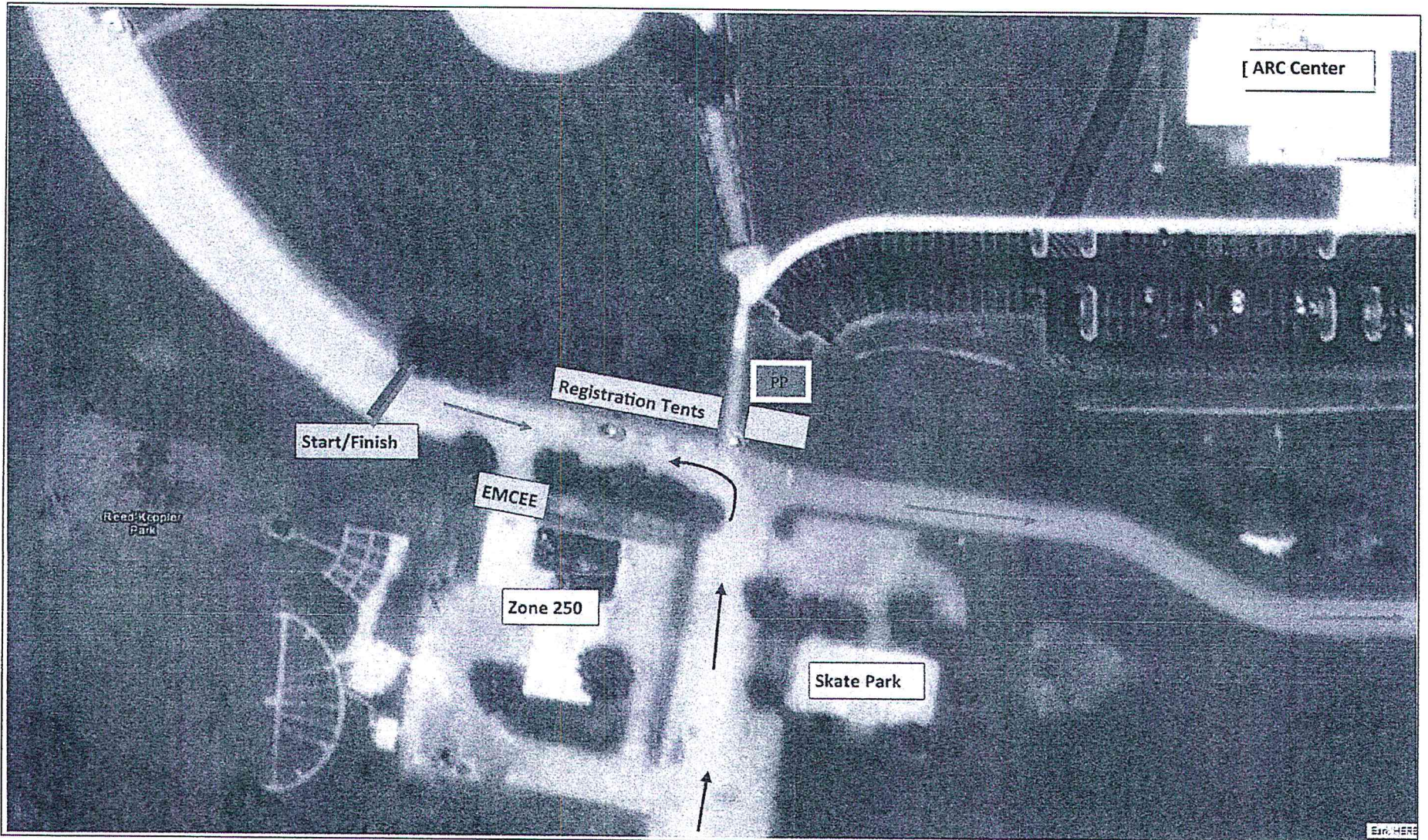
2 MILE: South edge of gravel path, 23'6" E of center of culvert

3 MILE: West edge of gravel path, 44'6" S of S end of parking lot

Finish: Same as the start

Measured by Winston Rasmussen April 14, 2015 (w.rasmussen@comcast.net)





EMCEE-Electrical outlet required for mic and speaker set up.

PP-Porta potty

Skate Park-Parking for volunteers and staff

Request for closure of Wiggly Field from 6AM-11AM due to runner foot traffic along road to Wiggly Field.

Request for Park District to close ARC Center Parking lot entrance briefly for beginning of race when walkers/runners are passing by.

Event organizer will ensure cones/barricades are set up in time for 8:30AM race start and then removed as soon as the last participant passes the entrance (ETA 8:45-50AM)

SECTION 1 – GENERAL INFORMATION

Name of Event: Healthy West Chicago 5K Fun Run with Kiddie Dash

Type of Event:

☐ Parade ☒ Walk/Run/Bike ☐ Carnivals ☐ Fireworks ☐ Festival

☐ Other _____

Location of Event: Reed-Keppler Park, 129 W. National St, West Chicago

Date(s) of Event: 8/22/2020 Hours of Event: 6:30am to 11:30am Est. Attendance: 200

Event Website: http://www.raceroster.com/29234

Purpose of event: community engagement

Name of Sponsoring Organization(s): Healthy West Chicago

Organization's Legal Status (i.e. NFP, Partnership, Corporation): NFP

Contact person from sponsoring organization: Carly Smitherman

Organizer address: 132 Main Street

City/State/Zip: West Chicago, IL 60185 Phone: 630-230-6370

Cell Phone: 630-230-6370 E-mail: carlys@healthywestchicago.org

Emergency contact information (*provide mobile numbers for on-site coordinators during event*):

1st Contact: Sara Phalen Phone: 815-751-0551

2nd Contact: Adela Gonzalez Phone: 630-965-0279

Is this an annual event? ☒ Yes ☐ No If Yes, provide next year's event date: 8/21/2021

If the event is a recurring event, please state any problems and/or incidents that have occurred in past years, such as noise or neighborhood parking complaints.

N/A

What, if anything, are you doing to rectify the problem(s)?

N/A

SECTION 2 – NARRATIVE

On a separate sheet, provide a detailed description of the overall event. The narrative will serve as the special event proposal to City Council.

SECTION 3 – PERMITS

Will your event include a carnival? ☐ Yes ☒ No

*If yes, you must submit a **Carnival Permit Application** ninety (90) days prior to the event. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 135 for an application.*

Does your event include the use of a temporary tent in excess of 400 sq. ft. in area with side curtains or 700 sq. ft. in area without side curtains? ☐ Yes ☒ No

*If yes, you must submit a **Building Permit Application** thirty (30) days prior to the event. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 131 for an application.*

Will your event include a fireworks display? ☐ Yes ☒ No

*If yes, you must submit a **Fireworks Permit Application** thirty (30) days prior to the event. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 135 for an application.*

Are you holding a raffle at your event? ☐ Yes ☒ No

*If yes, you must submit a **Raffle Registration Application** fourteen (14) days prior to the event. Not all applicants will qualify for a license. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 170 for an application.*

Will you be applying for a Temporary Liquor License? ☐ Yes ☒ No

*If yes, you must submit a **Temporary Liquor License Application** thirty (30) days prior to the event. To qualify for a Class D license, the applicant must be a local organization or group providing beer and/or wine at a picnic, carnival or similar function. A Class D license shall be authorized on a day-to-day basis but not for more than seven (7) consecutive days. Please contact the City of West Chicago at (630) 293-2200 ext. 170 for an application.*

Will you be serving food at your event? ☐ Yes ☒ No

*If yes, you may be required to submit a **Temporary Food Service Permit Application** thirty (30) days prior to the event. Please contact the DuPage County Health Department at (630) 682-7979 or visit <http://www.dupagehealth.org/temporary-food-service> for additional information.*

Are you requesting services from these departments?

☐ Police ☐ Fire District / Paramedics ☐ Public Works

Specify services: no

Will you be utilizing any of the following services?

☐ Water ☐ Electric/Generator ☐ Other no

SECTION 4 – SITE PLAN AND/OR ROUTE MAP

Please attach a separate sheet to illustrate the layout for your event.

If applicable, the following must be included:

Location of garbage receptacles (G)	Location and number of barricades (B)
Location of toilets (T)	Location of fire lane (FL)
Location of hand washing sinks (HWS)	Location of fire extinguishers (FE)
Location of retail vendors (RV)	Public entrances and exits (PE)
Location of food vendors (FV)	Location of "No Firearms" signage (NF)
Location of first aid (FA)	Location of sound stages and amplified sound (S)
	Location of residential streets surrounding event

Are you requesting the use of any City-owned property, i.e. City streets, parking lots, or sidewalks?

☒ Yes ☐ No If yes, please indicate the property that you are requesting to use.

Reed-Kepler Park and associated parking lots as permitted by Park District.

Only Turtle Splash parking lot will be use for participant parking. Rolling closure at Yale St. and National St.

Would you like to request the closing of City streets? ☒ Yes ☐ No

If yes, please fill in the following information or submit a route map along with this application:

Street	From	To	Dates	Times
**Park District	Wiggly Field and Zone	250 parking lots	8/22/2020	6AM-11AM
Yale St.	Use of public walkway	along Yale St.	8/22/2020	8:30-8:50AM
National St.	National St. east of	Yale St. for race route.	8/22/2020	8:30-8:50AM

SECTION 5 – PLANNING WORKSHEET AND REQUIRED TASK DUE DATES*

Use this form to determine the date each of these tasks needs to be completed. For tasks that do not apply, please mark "N/A" in the Due Date column. If the Due Date falls on a weekend or holiday, the Due Date becomes the next normal business day. However, this does not affect the other Due Dates, as they are only dependent on the date of the special event.

Note: This section must be completed by event organizer prior to notary signature.

Date of Special Event: _____

Tasks to be completed (All items due to City unless noted)	Days Due Before Event	Due Date
Submit "Intent to Meet Insurance Requirements" Document (included with Special Event Permit Application, pg.2)	Prior to application review	Prior to application review
Submit Special Event Permit Application	90 days	
Submit Carnival Permit Application	90 days	
Submit Fireworks Permit Application	30 days	
Submit Temporary Liquor License Application	30 days	
Submit Building (Temporary Tent) Permit Application	30 days	
Submit Temporary Food Service Permit Application(s) (DuPage County Health Dept. – 630-682-7979)	30 days	
Submit Original Certificate of Insurance*	21 days*	
Submit Raffle Registration Application	14 days	
Notify residents/businesses of special event	14 days	
Post "No Firearms" signs at all public entrances (See IL State Police requirements for standardized sign in West Chicago's <i>Special Events Policy</i>)	N/A	Day of Event

***If this requirement is not met, the proposed event may be cancelled.**

SECTION 6 – WAIVER AND HOLD HARMLESS AGREEMENT

In consideration of the Healthy West Chicago (name of organization) and its Members, employees, volunteers or guests, being allow to participate in HWC 5K Fun Run, (the Activity) the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to Healthy West Chicago (name of organization) participation in the Activity.

To the fullest extent permitted by law, the Healthy West Chicago (name of organization) hereby agrees to defend, indemnify and hold harmless the City of West Chicago, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City of West Chicago, its officials, agents and employees, arising in consequence of Healthy West Chicago (name of organization) participation in the Activity, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of West Chicago, its agents or employees. The Healthy West Chicago (name of organization) shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of West Chicago, its officials, agents and employees, in any such action, the Healthy West Chicago (name of organization) at its own expense, satisfy and discharge the same.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Waiver and Hold Harmless Agreement on behalf of the Healthy West Chicago (name of organization).

Agreed this 1 day of April, 2020

Healthy West Chicago
Name of Organization

Carly Smitherman
Print Name of Authorized Person

Carly Smitherman
Signature of Authorized Person

Program Administrator
Title

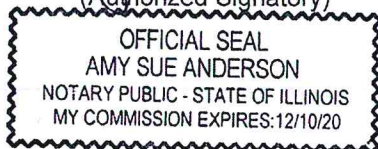
The Organization and the authorized signatory below agree to inform the City of West Chicago of any changes in the application at least thirty (30) days prior to the event. *Please note: Final approval of this event is pending satisfactory completion of Certificate of Insurance requirements.*

Signatory agrees to abide by all requirements of the Special Events Policy, including compliance with the State of Illinois Firearm Concealed Carry Act.

***All applications must be signed and notarized.**

Healthy West Chicago Carly Smitherman 4/2/2020
(Name of Organization) (Print Name of Signatory) (Date)

By Carly Smitherman
(Authorized Signatory)



Amy Sue Anderson
(Notary Public)

Signed and sworn to before me this 2nd day of April, 2020.

After submitting all forms, your application will be reviewed by City staff. All departments that will be involved in providing services or permits for the event will be notified. **Please do not assume that all aspects of the event will be approved. You may be asked to make some changes to your plan based on the availability of services or scheduling of other events.**

The City of West Chicago reserves the right to cancel any event at any time for reasons deemed necessary by the City Council and/or City Administrator.

Deliver all completed items to:

City of West Chicago
Attn: Community Development – Special Events
475 Main Street
West Chicago, IL 60185

FOR OFFICE USE ONLY

Based on the information which has been submitted and contingent upon approval of any necessary inspections the day of the event, the request for a permit has been:

☐ Approved Permit No. _____

Authorized Signature

Title

Date

☐ Denied
Remarks:

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

West Chicago Food Festival

AGENDA ITEM NUMBER: 4. B.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: April 27, 2020

COUNCIL AGENDA DATE: _____

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:
Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

West Chicago Food Festival is scheduled for Saturday, October 10, 2020 from 11:00 a.m. to 3:00 p.m. in Downtown West Chicago.

This event is free to the public, sponsored by the City with the support of community partners. The Food Festival includes, but is not limited to: food vendor sales, cooking demonstrations, live entertainment, and children's activities.

The layout implemented in 2018 & 2019 will be utilized again this year. The event will take place outside, primarily along Main Street and Galena Street.

Certificates of Insurance naming the City as additional insured and/or hold harmless waivers will be secured as necessary.

ACTIONS PROPOSED:

Approval for:

- Use of City streets for vendor staging and event activities (see attached layout map).
- Use of Police and Public Works services to support the event.
- Closure of Turner Court, Main Street from W. Washington Street to 306 Main Street, and Galena Street from Main Street to High Street from 5:00 a.m. to 6:00 p.m. on event day, while maintaining clearance for emergency vehicles.
- Use the public right-of-way for the posting of signs promoting the event and its supporting activities.

COMMITTEE RECOMMENDATION:

City of West Chicago SPECIAL EVENT PERMIT APPLICATION for City-Sponsored Events



Name of Event: West Chicago Food Festival
 Location of Event: West Chicago City streets
 Date(s) of Event: October 10, 2020 Hours of Event: 11:00 a.m. to 3:00 p.m. Est. Attendance: 1,000
 Name of Sponsoring Organization(s): City of West Chicago
 Contact person from sponsoring organization: Nicolette Stefan
 Cell Phone: 847-361-0121 E-mail: nstefan@westchicago.org

Is this an annual event? ☒ Yes ☐ No If Yes, provide next year's event date: October 9, 2021

Signatory agrees to abide by the State of Illinois Firearm Concealed Carry Act.

***All applications must be signed.**


 (Signature*)

Nicolette Stefan
 (Print Name of Signatory)

3/27/2020
 (Date)

FOR OFFICE USE ONLY

Based on the information which has been submitted, the request for a permit has been:

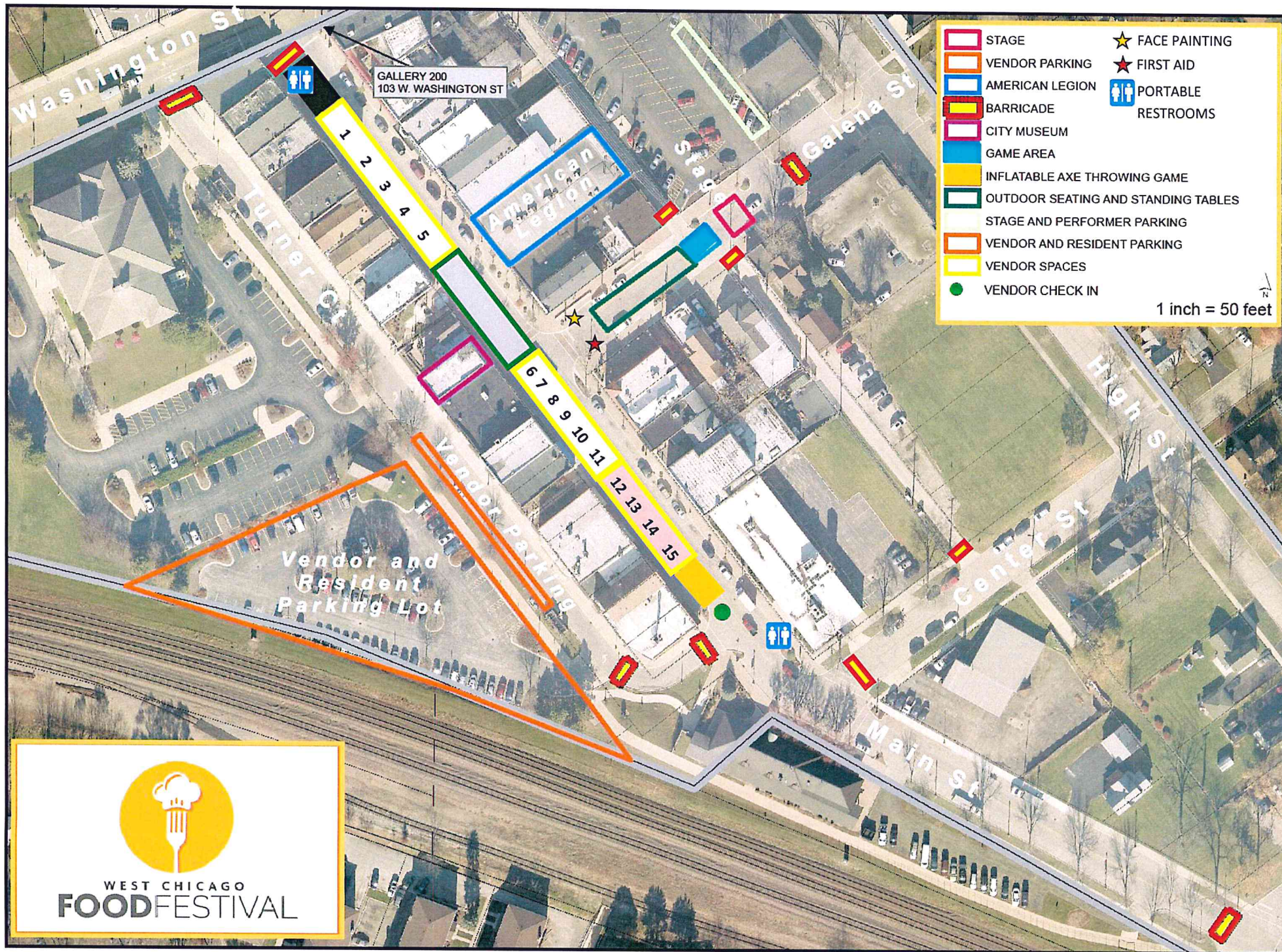
☐ Approved Permit No. _____

 Authorized Signature

 Title

 Date

☐ Denied
 Remarks:



CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

**Mexican Independence Day Festival
Funding Agreement and Special Event Permit
Application
Mexican Cultural Center DuPage
Resolution No. 20-R-0017**

AGENDA ITEM NUMBER: 4.C.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** April 27, 2020**COUNCIL AGENDA DATE:** _____**STAFF REVIEW:** Tom Dabareiner**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:**
Michael Guttman**SIGNATURE** _____**ITEM SUMMARY:**

The Mexican Cultural Center (MCC) and City Staff seek approval of the attached 2020 Funding Agreement (attached as Exhibit A) for the Mexican Independence Day Festival (MID) which is proposed to take place September 12-13, 2020.

As outlined in the Agreement, the MCC is responsible for all aspects of planning, organizing and managing the event while the City provides financial support as well as in-kind services.

The City will provide the financial support of \$12,000 to be paid in installments, in order to help cover the cost of Festival activities and the MCC's role in producing the Festival for community-wide benefit. Funds will be released so long as the submittal requirements have been met. The City will also equally match the amount of cash donations the MCC raises in excess of \$2,000, with the City's matched contribution not to exceed \$8,000. The City's maximum total contribution to the MCC shall not exceed \$20,000.

Special Event Permit Application has been reviewed and approved by the Fire Department, Public Works, Park District, Police Department and CDD.

ACTIONS PROPOSED:

Staff recommends approval of Resolution No. 20-R-0017 as proposed.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 20-R-0017

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FUNDING
AGREEMENT WITH THE MEXICAN CULTURAL CENTER TO SUPPORT
THE 2020 MEXICAN INDEPENDENCE DAY EVENT**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled that the Mayor is hereby authorized to execute a Funding Agreement to support the 2020 Mexican Independence Day Event between the City of West Chicago and the Mexican Cultural Center, in substantially the form attached hereto, and incorporated herein as Exhibit "A".

APPROVED this 4th day of May 2020.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor

ATTEST:

City Clerk

Exhibit A
Funding Agreement for Mexican Independence
Day Festival

This funding agreement (hereinafter referred to as "Agreement") is made and entered into on the ____ day of ____ 2020 by and between the Mexican Cultural Center (hereinafter referred to as "MCC") and the City of West Chicago, (hereinafter referred to as "City").

1. In consideration of the covenants and agreements hereinafter contained, as well as other good and valuable considerations, the MCC and the City hereby agree that the MCC is an independent entity with respect to the City and agrees to perform all services to create, plan, develop and execute the Mexican Independence Day Festival on September 12-13, 2020, (hereinafter referred to as "Festival") and that the City will provide a designated amount of financial support for such Festival. The MCC has no authority or power to incur debts, obligations or commitments of any kind whatsoever for or on behalf of the City or to bind the City to any contract, agreement or employment agreement.
2. The MCC will be responsible for producing the Festival within the Downtown Tax Increment Financing (TIF) District. This will include, but is not limited to, accomplishing the following tasks and purveyance of services:
 - A. The MCC will serve as the lead event planner and execute the following duties:
 1. Plan, organize and supervise the Festival, making arrangements for the Festival site, negotiate contracts with responsible independent contractors or vendors, apply for all permits and licenses, comply with all insurance requirements as defined in the Special Event Permit Application, and coordinate with City officials.
 2. Comply with the City's Municipal Code, ordinances, and Special Events Policy in effect at the time this Agreement becomes fully executed, including the posting of signs in conformance with the City's regulations regarding concealed carry at special events¹.
 3. Solicit volunteers and vendors as needed.
 4. Undertake additional fundraising efforts.
 5. Ensure at least one supervisor attends and supervises the entire Festival.
 6. Pay all contractual obligations associated with the Festival and obtain all required licenses and deposits.

¹ Should a higher level of government mandate any new laws that the City is required to enforce and should the City Council approve a new law that does not specifically deal with festivals but rather improves and addresses the health, safety and welfare of West Chicago residents and its visitors, then the MCC shall be obligated to comply.

7. Ensure that the Festival does not open to the public until: all applicable permits are obtained; all approvals are granted; all insurance requirements are satisfied; and all posting of signs is fulfilled.
 8. Ensure that the Festival area is maintained in a clean and sanitary condition during the Festival, and that proper cleanup is completed after the Festival in order to return City property to its original condition. This shall include, but is not limited to, prompt removal of animal waste from festival grounds or the parade route by MCC staff or hired contractor.
- B. The MCC shall promote the Festival through at least three external media channels. Promotional efforts for each media source shall be detailed in the post-event report to include the name of each media source, copy of the advertisement, length of promotion, and a summary of reach, if available. The MCC shall also promote the Festival through its organizational website and social media platforms.
 - C. The MCC shall recognize the City in any and all marketing, promotional and social media materials as a primary contributor and sponsor of the Festival.
 - D. There shall be no entrance fee for the Festival. There will neither be a carnival nor fireworks at the Festival. Alcohol shall neither be served nor permitted at the Festival.
 - E. The MCC shall offer to all businesses in the Downtown TIF District an opportunity to be vendors of or participants in the Festival. Such businesses shall be given priority over businesses not within the Downtown TIF District. At the MCC's request, the City will provide the MCC with a current list of businesses registered within the Downtown TIF District. Not less than 14 days prior to the Festival, the MCC will provide the Special Events Coordinator with a copy of the written communication(s) used to invite downtown businesses to participate in the Festival, along with a list of those confirmed. This list shall include a brief description of each business's manner of participation. This list will be included as an addendum to the Special Event Permit Application and with the MCC's final written report.
 - F. The MCC shall provide adequate safety and security throughout the Festival duration. As such, the MCC shall ensure that all horses at the Festival, whether they are part of the parade or other activities, shall be separated from the general public by means of barricades or a distance of at least 10 feet. Additionally, MCC will contract to have onsite overnight security between the days of September 12 and September 13, 2020. The MCC shall submit a copy of the security contract to the City's Special Events Coordinator not less than 14 days prior to the Festival. The contract shall outline the expectations of the hired security personnel in order to address how problematic situations such as theft, physical altercations, and/or trespassing will be handled. Name and contact information of security

personnel shall also be provided.

3. The City's responsibilities are limited to the following:
 - A. The City will provide financial support of \$12,000 to be paid in installments, in order to help cover the cost of Festival activities and the MCC's role in producing the Festival for community-wide benefit. Funds will be released so long as the submittal requirements have been met.
 1. The City agrees to pay the MCC (or its designee, as specified in writing) \$8,000 for contractual obligations directly related to the Festival by the end of the week following the May 18, 2020 City Council meeting.
 2. The City agrees to pay the MCC (or its designee, as specified in writing) \$3,500 for contractual obligations directly related to the Festival by the end of the week following the June 1, 2020 City Council meeting.
 3. The City agrees to pay the MCC (or its designee, as specified in writing) the final \$500 in consideration of all contractual requirements being met.
 - B. The City will equally match the amount of cash donations the MCC raises in excess of \$2,000, with the City's matched contribution to not exceed \$8,000. The City's maximum total contribution to the MCC shall not exceed \$20,000.
 1. The MCC shall submit a copy of acknowledgment of cash donations received to support the Festival.
 2. The MCC shall be paid the equivalent of the submitted receipt totals, once the \$2,000 minimum has been received by the MCC and then verified by the City.
 3. The MCC will be paid no later than 30 days of the City receiving a complete and satisfactory submittal.
 - C. The MCC shall provide the City copies of all invoices, receipts and checks to vendors for the expense receipts of not less than \$12,000 in addition to the total amount of cash contributions provided by the City match. These items shall be submitted with the MCC's final written report which shall include a summary financial report as outlined in Section 4.E.
 - D. The MCC shall make its final appearance at the earliest available Public Affairs Committee meeting after the Festival, no later than the December 28, 2020 meeting, to present the final written report.
 - E. Should any submittal deadline not be met and/or should the information submitted be deemed incomplete, the City will withhold payment until the submittal is satisfactory. The MCC will be paid within 30 days of the City receiving complete and satisfactory submittals.
 - F. The City will provide the following in-kind services with approval of the City Administrator:
 1. Public Works Department employees will assist with Festival set-up, arrange for a dumpster from Groot Industries at no cost to

- MCC, ensure water hook-up, and provide Festival banner and 'papel picado' (perforated banner sign) installation along downtown light posts three weeks prior to the event.
2. Public Works Department employees shall provide barricades at the Festival entrances. The MCC may request additional barricades from the Public Works Department which will be provided if inventory is available and if Public Works can reasonably accommodate the request.
 3. Public Works staff will provide standard special event street cleanup assistance; not included is animal related waste or feed product disposal. The MCC is responsible for completing all other event-related cleanup before leaving the Festival site on September 13, 2020. If a cleanup project requires additional time and/or the hiring of an external contractor, the MCC must notify the Special Events Coordinator. The MCC must provide the Special Events Coordinator with details regarding the nature of the work to be done, the name and contact information of the person(s) scheduled to perform the work, and the expected timeline of completion. If the MCC is unable to complete the work in a manner deemed acceptable by City staff, the City will conduct the work and charge the MCC the applicable municipal rate.
 4. Police Department employees will provide staff and provide security during the hours of operation of the Festival. The City will not provide on-site overnight security.
 5. Community Development Department employees and/or City contractors will inspect the general layout of the site and conduct any other inspections deemed necessary once all Festival components are known. The site inspection shall take place at least one hour prior to the time the Festival is scheduled to open to the public. All event components requiring inspection shall be completely set up at the time of the scheduled inspection. At least one representative of the MCC shall be present during the entire inspection.
 6. Marketing and Communications Division staff will assist the MCC with the marketing of the Festival via the City's website, community calendar and newsletter; however, paid advertising will be the sole responsibility of the MCC. In order for City staff to provide marketing assistance, the MCC shall submit 2020 event-specific marketing materials to the City at least 60 days prior to the Festival. These materials may include, but are not limited to photos, graphics, logos, link to the event website, and links to social media event page(s). The MCC shall submit any new or additional marketing materials to the City no later than 30 days prior to the Festival. These materials may include, but are not limited to the entertainment schedule, tentative list of parade participants, tentative list of vendors, and programming updates. MCC will update the City as new parade

participants and vendors are added on a weekly basis following the tentative list submission.

4. The MCC shall communicate progress and compliance with the terms of this Agreement at the request of the City. The MCC shall comply with the following coordination and submittal deadlines and all other submittal dates as indicated on the Special Event Permit Application.
 - A. May 1, 2020 – Submit Special Event Permit Application and required supporting documentation.
 - B. May – Attend an Application review meeting to be scheduled by the City after the Special Event Permit Application has been submitted.
 - C. June, July, & August 2020 - The MCC is required to attend at least three coordination meetings to be held with City officials in preparation of the Festival. The meetings shall be scheduled by the City after the Special Event Permit Application has been submitted. The City reserves the right to cancel the Festival by the third coordination meeting if the Agreement terms have not been satisfied or have not been adequately addressed. All monies provided by the City to MCC prior to any cancellation shall be repaid in accordance with Section 12 of this Agreement.
 - D. August 29, 2020 – Not less than 14 days prior to the Festival, the MCC shall provide written notice, via hand-delivery and/or U.S. Mail, to all residents, business tenants, and property owners in the Turner Junction Historic District where the Festival will take place and along the parade route. At the MCC's request, the City will provide the MCC with a current list of addresses located within these defined areas. The MCC shall provide a written affidavit to the City confirming delivery of these notices no later than seven days prior to the Festival.
 - E. November 30, 2020 – Submit final draft of the post-Festival report. The report shall include a recap of the Festival and detail the logistical successes and challenges of the event. It shall also include the accounting of expenses related to the Festival, totaling not less than \$12,000 plus the total amount of the City's matched contributions as described in Section 3.B. All associated expenses shall be accompanied by copies of invoices, receipts, and verification of payments made to vendors.
5. If either party elects to enforce the provisions of this contract in a court of law, the venue shall be in the Circuit Court of DuPage County. The successful party in any action to enforce the terms of this Agreement is entitled to reimbursement for its reasonable costs and attorney's fees.
6. The MCC agrees to maintain general liability insurance in amounts not less than \$2,000,000 aggregate and shall name the City of West Chicago and its respective officials, agents, employees and volunteers all as additional insureds under the policy. The MCC's insurance coverage shall be primary as respects the City and its respective officials, agents, employees and volunteers. Any insurance or self- insurance maintained

by the City and its respective officials, employees, agents and volunteers shall be excess of the MCC's insurance and shall not contribute with it. The MCC shall ensure that the City receives original certificates of insurance and endorsements evidencing the existence of such coverage with its completed Special Event Permit Application, which shall be continued during any periods in which this Agreement is in force.

7. The MCC hereby agrees to indemnify and hold harmless the City and its directors, officers, agents and employees from and against any and all claims, demands, actions, causes of action and other liabilities and expenses, including but not limited to attorney's fees, arising out of or in connection with the Festival, including but not limited to any such claims that may be asserted by any employees and/or volunteers of the MCC, any contractor, vendor or other service provider for the Festival. This indemnification provision shall survive the term of this Agreement or any cancellation or abandonment of the terms and conditions contemplated herein.
8. The MCC is responsible for obtaining, verifying and retaining all vendor and participant Certificates of Insurance and waivers when applicable.
9. The MCC hereby agrees that any and all work conducted at the Festival site shall be performed in accordance with all applicable laws of the City to provide a safe working environment for the Festival workers, volunteers and general public. Any insurance or self-insurance maintained by the City and its respective officials, employees, agents and volunteers shall be excess of any vendor's insurance and shall not contribute with it. The MCC is responsible for ensuring that all insurance requirements are met, and all required documentation is provided to the City.
10. If necessary, the MCC hereby grants the City permission to communicate directly with its insurance company to ensure that the Certificate of Insurance and the endorsements comply with the terms of this Agreement, the Special Events Policy, and the City's Municipal Code.
11. Neither this Agreement nor any interest herein, or claim hereunder, shall be assigned or transferred by either the City or the MCC.
12. Should the MCC fail to comply with the terms of this Agreement, all monies provided and not accounted for in expenditures towards the planning of the Festival by the City shall be returned to it within 60 days of the written notice of the termination of this Agreement. The Festival may be cancelled by mutual written agreement of both Parties as a result of weather or another force majeure event; in this instance, no repayment to the City is required.

CITY OF WEST CHICAGO

By: _____
Name: Ruben Pineda
Title: Mayor

Date: _____

Attest:

By: _____
Name: Nancy Smith
Title: City Clerk

MEXICAN CULTURAL CENTER

By: _____
Name: Fernando Ramirez
Title: President

Date: _____

Attest:

By: _____
Name:
Title:

***** INTENT TO MEET INSURANCE REQUIREMENTS *****

Must be returned prior to application review by City staff

Prior to the issuance of a Special Event Permit, all organizations must present a certificate of insurance meeting the criteria listed below:

1. Required limits per IRMA are \$1mil per occurrence and general aggregate no less than \$2mil for contractors/vendors.

2. *****PLEASE NOTE:** Under the box labeled "Description of operations/locations/vehicles/exclusions added by endorsement/special provisions", the following language must appear:

"The City of West Chicago, its officials, agents, employees, and volunteers is/are named additionally insured. The additional insured is covered as respect to liability arising out of any work or activities performed on behalf of (company involved) for (event) (date, times (if applicable), location) No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to additional insured is primary as it relates to (event)".

3. Vendors shall furnish the additional insured endorsement (*consult insurance professional; examples include but are not limited to forms CG 2010 or CG 2026*) to support the certificate of insurance. The endorsement shall also name "The City of West Chicago, its officials, agents, employees, and volunteers" as primary and non-contributory.

4. If applicable, vendor shall furnish the City with evidence of Worker's Compensation coverage with statutory limits.

5. The insurance provider will need to submit the Certificate of Insurance and supporting endorsement form preferably via email to specialevents@westchicago.org or fax (630-293-1257) to be considered an original document.

I, Fernando Ramirez, representing Mexican Cultural Center
(print name of authorized person) (organization)

have contacted the appropriate insurance provider and acknowledge that the above insurance criteria can be met. I understand that the Special Event Permit Application will not be reviewed until this document has been signed and returned to the City of West Chicago.

[Signature]
(signature)

3/30/20
(date)

Mexican Independence Day Celebration
(name of event)

9/12 - 9/13
(date of event)

SECTION 1 - GENERAL INFORMATION

Name of Event: Mexican Independence Day Celebration

Type of Event:

☒ Parade ☐ Walk/Run/Bike ☐ Carnivals ☐ Fireworks ☒ Festival

☐ Other _____

Location of Event: Downtown West Chicago

Date(s) of Event: Sept 12-13 Hours of Event: _____ to _____ Est. Attendance: _____

Event Website: http://mcc-chicago.org

Purpose of event: Celebration of the Mexican Community

Name of Sponsoring Organization(s): Mexican Cultural Center

Organization's Legal Status (i.e. NFP, Partnership, Corporation): Non-profit

Contact person from sponsoring organization: Fernando Ramirez

Organizer address: 103 W Washington St #100

City/State/Zip: West Chicago IL 60185 Phone: 630-666-2507

Cell Phone: Same E-mail: doxgpr1484@gmail.com

Emergency contact information (provide mobile numbers for on-site coordinators during event):

1st Contact: Fernando Ramirez Phone: 630-666-2507

2nd Contact: Sora Phalen Phone: 815-751-0651

Is this an annual event? ☒ Yes ☐ No If Yes, provide next year's event date: Sept 12-13th

If the event is a recurring event, please state any problems and/or incidents that have occurred in past years, such as noise or neighborhood parking complaints.

What, if anything, are you doing to rectify the problem(s)?

SECTION 2 - NARRATIVE

On a separate sheet, provide a detailed description of the overall event. The narrative will serve as the special event proposal to City Council.

SECTION 3 – PERMITS

Will your event include a carnival? ☐ Yes ☒ No

*If yes, you must submit a **Carnival Permit Application** ninety (90) days prior to the event. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 135 for an application.*

Does your event include the use of a temporary tent in excess of 400 sq. ft. in area with side curtains or 700 sq. ft. in area without side curtains? ☐ Yes ☒ No

*If yes, you must submit a **Building Permit Application** thirty (30) days prior to the event. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 131 for an application.*

Will your event include a fireworks display? ☐ Yes ☒ No

*If yes, you must submit a **Fireworks Permit Application** thirty (30) days prior to the event. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 135 for an application.*

Are you holding a raffle at your event? ☐ Yes ☒ No

*If yes, you must submit a **Raffle Registration Application** fourteen (14) days prior to the event. Not all applicants will qualify for a license. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 170 for an application.*

Will you be applying for a Temporary Liquor License? ☐ Yes ☒ No

*If yes, you must submit a **Temporary Liquor License Application** thirty (30) days prior to the event. To qualify for a Class D license, the applicant must be a local organization or group providing beer and/or wine at a picnic, carnival or similar function. A Class D license shall be authorized on a day-to-day basis but not for more than seven (7) consecutive days. Please contact the City of West Chicago at (630) 293-2200 ext. 170 for an application.*

Will you be serving food at your event? ☒ Yes ☐ No

*If yes, you may be required to submit a **Temporary Food Service Permit Application** thirty (30) days prior to the event. Please contact the DuPage County Health Department at (630) 682-7979 or visit <http://www.dupagehealth.org/temporary-food-service> for additional information.*

Are you requesting services from these departments?

☒ Police ☐ Fire District / Paramedics ☐ Public Works

Specify services: see agreement

Will you be utilizing any of the following services?

☐ Water ☐ Electric/Generator ☐ Other /

SECTION 4 – SITE PLAN AND/OR ROUTE MAP

Please attach a separate sheet to illustrate the layout for your event.

If applicable, the following must be included:

Location of garbage receptacles (G)	Location and number of barricades (B)
Location of toilets (T)	Location of fire lane (FL)
Location of hand washing sinks (HWS)	Location of fire extinguishers (FE)
Location of retail vendors (RV)	Public entrances and exits (PE)
Location of food vendors (FV)	Location of 'No Firearms' signage (NF)
Location of first aid (FA)	Location of sound stages and amplified sound (S)
	Location of residential streets surrounding event

Are you requesting the use of any City-owned property, i.e. City streets, parking lots, or sidewalks?

☒ Yes ☐ No If yes, please indicate the property that you are requesting to use.

See Attachment

Would you like to request the closing of City streets? ☐ Yes ☐ No

If yes, please fill in the following information or submit a route map along with this application:

Street	From	To	Dates	Times

See Attachment

SECTION 5 – PLANNING WORKSHEET AND REQUIRED TASK DUE DATES*

Use this form to determine the date each of these tasks needs to be completed. For tasks that do not apply, please mark "N/A" in the Due Date column. If the Due Date falls on a weekend or holiday, the Due Date becomes the next normal business day. However, this does not affect the other Due Dates, as they are only dependent on the date of the special event.

Note: This section must be completed by event organizer prior to notary signature.

Date of Special Event: _____

Tasks to be completed (All items due to City unless noted)	Days Due Before Event	Due Date
Submit "Intent to Meet Insurance Requirements" Document (included with Special Event Permit Application, pg.2)	Prior to application review	Prior to application review
Submit Special Event Permit Application	90 days	7/12
Submit Carnival Permit Application	90 days	—
Submit Fireworks Permit Application	30 days	—
Submit Temporary Liquor License Application	30 days	—
Submit Building (Temporary Tent) Permit Application	30 days	—
Submit Temporary Food Service Permit Application(s) (DuPage County Health Dept. – 630-682-7979)	30 days	8/12
Submit <u>Original</u> Certificate of Insurance*	21 days*	8/22
Submit Raffle Registration Application	14 days	8/29
Notify residents/businesses of special event	14 days	8/29
Post "No Firearms" signs at all public entrances (See IL State Police requirements for standardized sign in West Chicago's <i>Special Events Policy</i>)	N/A	Day of Event

*If this requirement is not met, the proposed event may be cancelled.

SECTION 6 – WAIVER AND HOLD HARMLESS AGREEMENT

In consideration of the Mexican Cultural Center (name of organization) and its Members, employees, volunteers or guests, being allow to participate in Mexican Idolopen, (the Activity) the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to Mexican Cultural Center (name of organization) participation in the Activity.

To the fullest extent permitted by law, the Mexican Cultural Center (name of organization) hereby agrees to defend, indemnify and hold harmless the City of West Chicago, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City of West Chicago, its officials, agents and employees, arising in consequence of Mexican Cultural Center (name of organization) participation in the Activity, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of West Chicago, its agents or employees. The Mexican Cultural Center (name of organization) shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of West Chicago, its officials, agents and employees, in any such action, the Mexican Cultural Center (name of organization) at its own expense, satisfy and discharge the same.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Waiver and Hold Harmless Agreement on behalf of the Mexican Cultural Center (name of organization).

Agreed this 30 day of March, 2020

Mexican Cultural Center
Name of Organization

Fernando Ramirez
Print Name of Authorized Person

[Signature]
Signature of Authorized Person

President
Title



Re: Viva Mexico Independence Day Festival

The Mexican Independence Day Celebration is an event run by the Mexican Cultural Center of DuPage and funded by the City of West Chicago. The event would be scheduled for Saturday, September 12th and Sunday, September 13th 2020 (attached schedule).

The two-day event is celebrating Mexican Independence Day and Mexican Culture Awareness for the month of September in West Chicago. It consists of a weekend of traditional and regional Mexican food, cultural music and dancing, children's project/games with participants in the ages of 9-12 and a crowd gathering 13-foot burro piñata filled with candy and toys.

We will also be introducing the 2020 Miss Mexican Heritage Program winner.

Regards,

A handwritten signature in black ink, appearing to read "Fernando Ramirez".

Fernando Ramirez
President, Mexican Cultural Center DuPage

	<i>Time</i>	<i>Discription</i>	<i>Location</i>
September 12, 2020			
Mariachi school conference	12pm	Instrumental (Song 1)	Main St.
		Instrumental (Song 2)	Main St.
		Singing /rehearsal (Both tunes)	Main St.
	3pm	All Group Performance Mariachi los rayos de leman middle school Other small groups	"Main Stage"
	4pm	St. Andrews Ballet folklorico	"Main Stage"
	5pm	Mariachi Clubs Mariachi Project Mariachi Institute of Chicago Mariachi Heritage Foundation	Stage
	8pm	<i>Mariachi Monumental De Mexico</i>	Stage

	<i>Time</i>	<i>Discription</i>	<i>Location</i>
September 13, 2020			
	1pm	<i>Parade</i>	Middle School
	2pm	<i>El Grito Ceremony</i>	Stage
	3pm	<i>D33 Florcoric Dance group</i>	Stage
	4pm	<i>Chinelos Dance group</i>	Stage
	5pm	<i>Oaxaca Giants</i>	Stage
	5:30pm	<i>Piñata Opening Ceramony</i>	Stage

Streets closing

Festival

September 12, 2020

September 13, 2020

CLOSING	FROM	TO
MAIN ST.	Chicago St.	Washington St.
GALENA ST.	High St.	Main St.
TYE ST.	Galena St.	Washington St.
CENTER ST.	Main St.	High St.

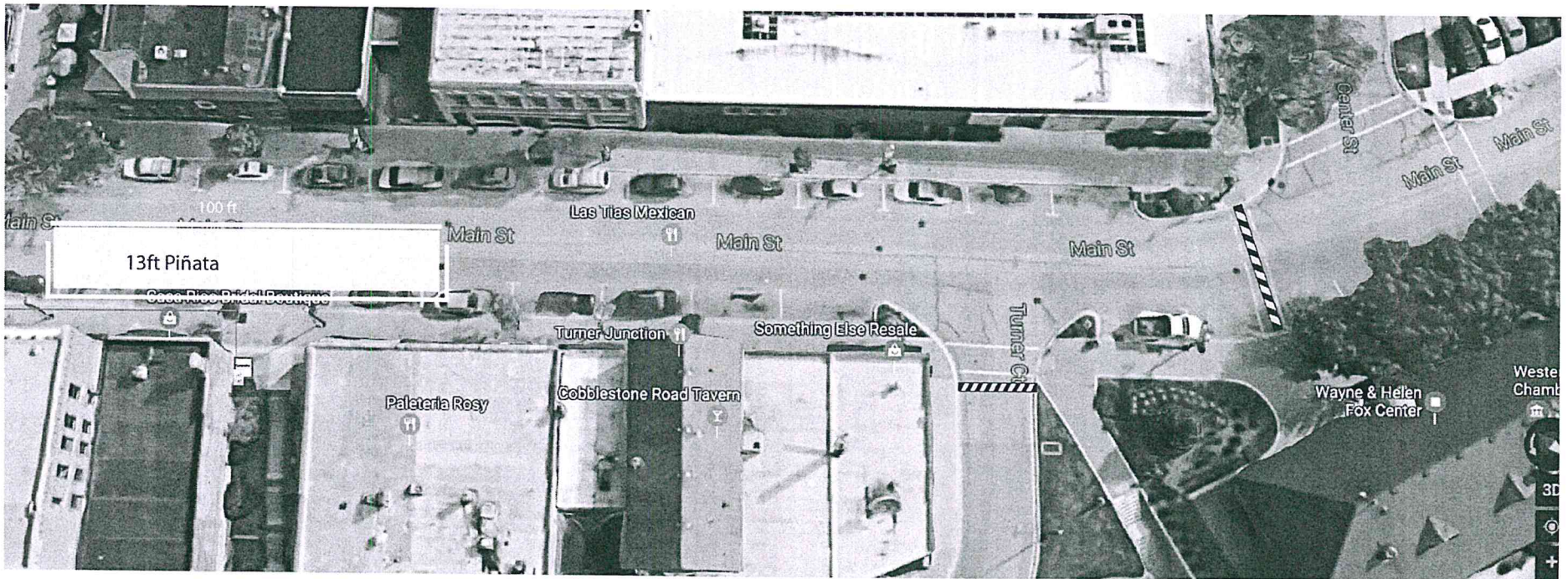
Parade

September 13, 2020

CLOSING	FROM	TO
JOLIET ST.	Forest St.	Conde St.
CONDE ST.	Joliet St.	Wilson St.
WILSON ST.	Conde St.	Main St.
MAIN ST.	Wilson St.	Center St.



Main st. to Center st.

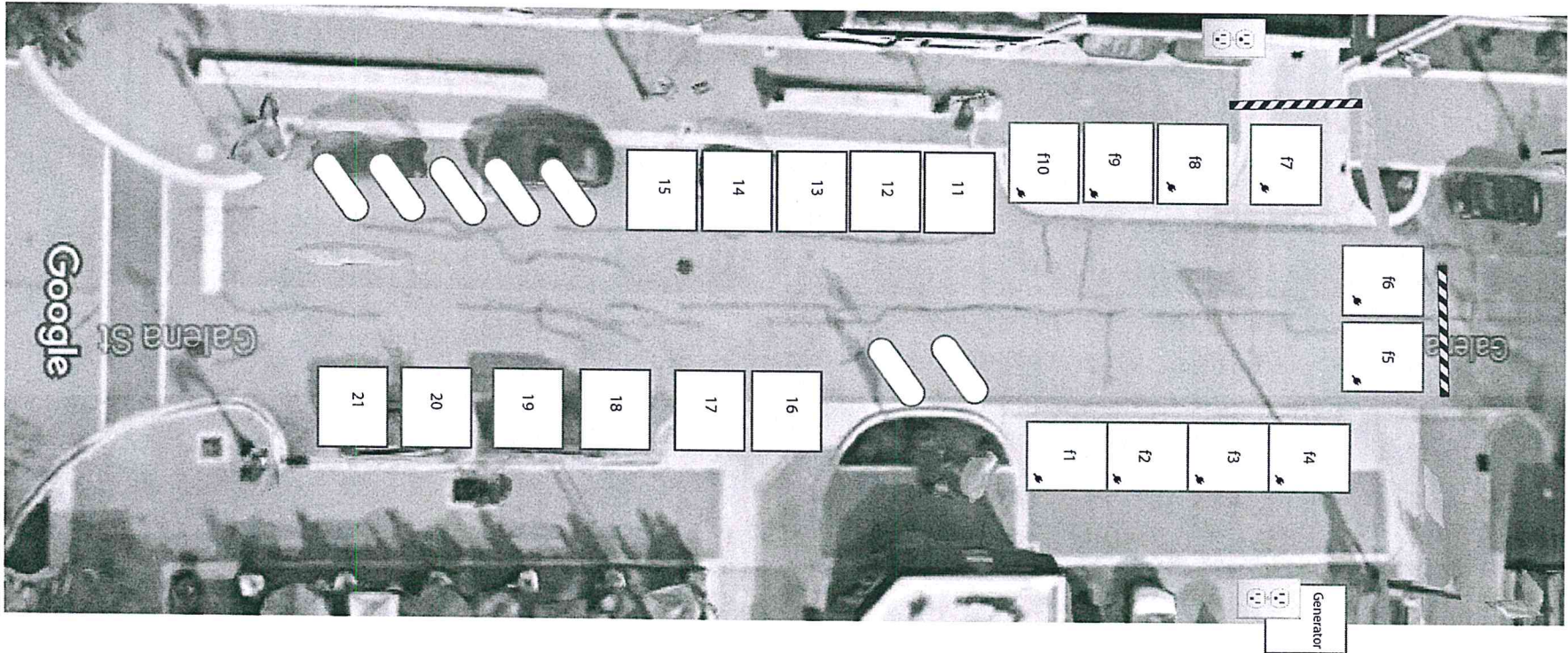




This aerial map illustrates the layout of the 'Art Vendors' area in downtown San Francisco. The map shows Main St running horizontally, with Washington St to the left. A series of numbered boxes (22-28) are placed along Main St, indicating the locations of art vendors. Other landmarks and businesses labeled on the map include 'Fina Boutique', 'Mexican Restaurant', 'Midcity Cocktail & Supper Club', 'Evalina's Ed', and 'Maravilla Naturals'. The map also shows various streets, including Main St, Washington St, and a street labeled 'Main St' at the bottom.



Galena st.



PARADE ROUTE

SUNDAY, SEPT 13TH, 1PM



Staging at Lemay Middle School ◀

Joliet St. to Conde St.

①

Conde St. to Wilson Ave.

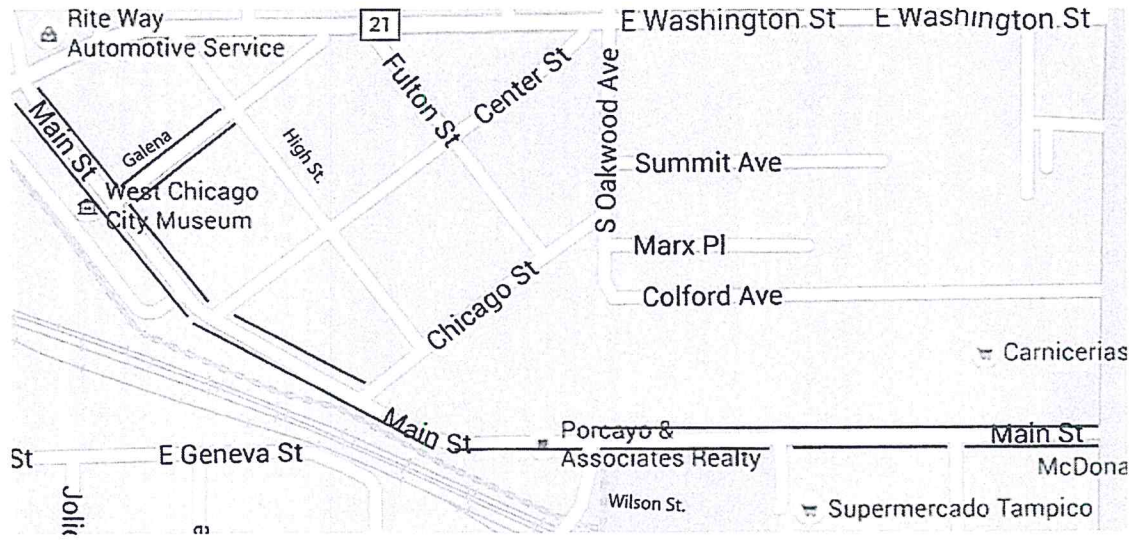
②

Wilson Ave, to Main St.

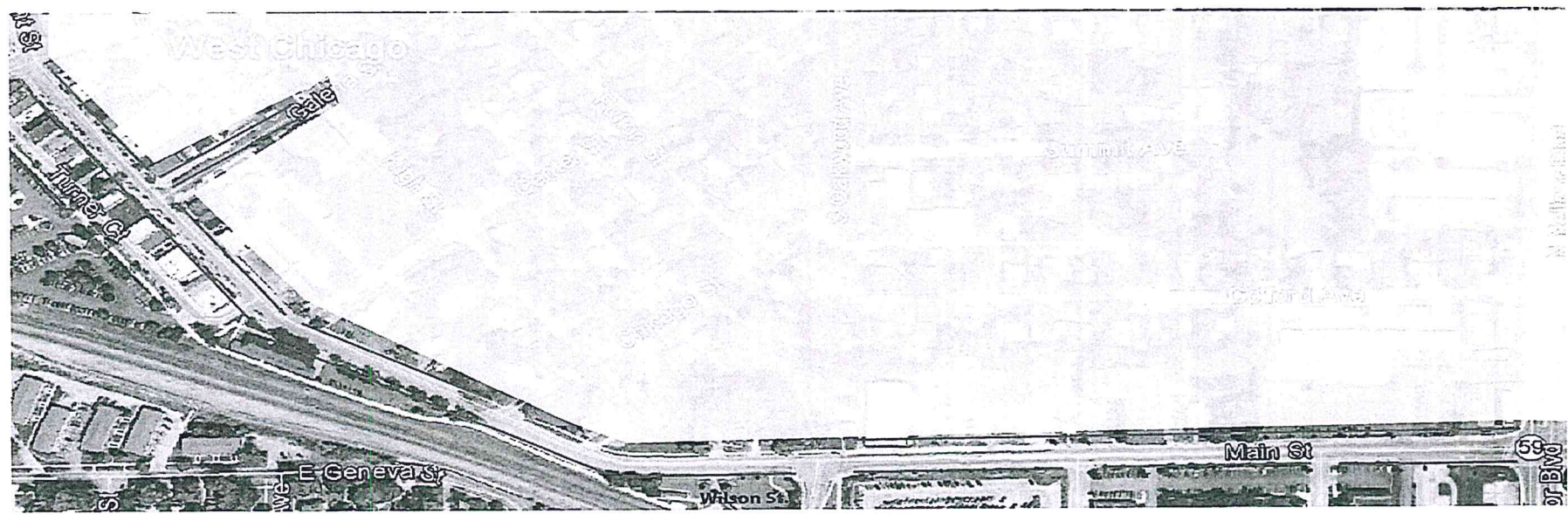
③

Main St. to Center St.

④



Papel Picado Layout



CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

West Chicago Railroad Days
Western DuPage Chamber of Commerce

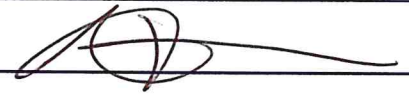
AGENDA ITEM NUMBER: 4.D.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: April 27, 2020

COUNCIL AGENDA DATE: _____

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:
Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

The Western DuPage Chamber of Commerce has submitted the attached Special Event Permit Application for West Chicago Railroad Days scheduled to take place Thursday, July 9 through Sunday, July 12, 2020 at Pioneer Park in accordance with the terms outlined in Resolution 17-R-0040.

As in previous years, the event will include a carnival, food vendors, entertainment, beer garden, and merchant vendors. Western DuPage Chamber of Commerce is removing the parade as a featured activity due to possible road construction. There are some slight changes in the hours of operation as well; the most significant change is the start time on Saturday, from 12:00pm-11:00pm to 3:00pm-11:00pm.

The proposed plans have been reviewed by staff from the Public Works and Community Development Departments as well as the West Chicago Fire Protection District. As of April 21, waiting on a few acknowledgements forms.

ACTIONS PROPOSED:

Recommend proposed event plans to proceed as outlined, contingent upon submittal and approval of required insurance documentation.

COMMITTEE RECOMMENDATION:

City of West Chicago SPECIAL EVENT PERMIT APPLICATION



THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED
90 DAYS PRIOR TO THE EVENT

PERMIT NO. _____

Special Event Permit Application

The Special Event Application is due to the City of West Chicago a minimum of ninety (90) days prior to the event if it requires closure of public streets or use of public parking lots. The 90-day time period allows sufficient time to evaluate the request and provide a recommendation to the City Council for its consideration.

Note: Prior to review of the Special Events Permit Application, all applicants must submit the Intent to Meet Insurance Requirements form (page 2).

Submittal Checklist

1. Completed and signed Special Event Application
 - ☐ Intent to Meet Insurance Requirements
 - ☐ Section 1 – General Information
 - ☐ Section 2 – Narrative
 - ☐ Section 3 – Permits
 - ☐ Section 4 – Site Plan and/or Route Map
 - ☐ Section 5 – Task List and Due Dates
 - ☐ Section 6 – Hold Harmless Agreement

2. Completed and signed applications(s) for other permits(s) (See Section 3)
 - ☐ Carnival Permit Application - \$50 per employee
 - ☐ Fireworks Permit Application –
\$125 (Check made payable to the West Chicago Fire Protection District)
 - ☐ Building Permit Application (temporary tents – see min. requirements) - \$50
 - ☐ Raffle Registration Application – requires separate application
 - ☐ Temporary Liquor License Application – requires separate application
 - ☐ Temporary Food Service Permit (DuPage Co. Health Dept. 630-682-7979)

FOR OFFICE USE ONLY

Received: _____ Fee Paid: \$ _____

Receipt # _____ Check # _____

Event Acknowledgement Form returned by:

Police Dept. _____ Fire Dist. _____ PW _____ Park Dist. _____

- ☐ Background checks completed by Police Dept. Date _____
- ☐ DuPage Co. Health Department notified Date _____
- ☐ Certificate of Insurance received and approved Date _____

***** INTENT TO MEET INSURANCE REQUIREMENTS *****

Must be returned prior to application review by City staff

Prior to the issuance of a Special Event Permit, all organizations must present a certificate of insurance meeting the criteria listed below:

1. Required limits per IRMA are \$1mil per occurrence and general aggregate no less than \$2mil for contractors/vendors.

2. *****PLEASE NOTE:** Under the box labeled "Description of operations/locations/vehicles/exclusions added by endorsement/special provisions", the following language must appear:

"The City of West Chicago, its officials, agents, employees, and volunteers is/are named additionally insured. The additional insured is covered as respect to liability arising out of any work or activities performed on behalf of **(company involved)** for **(event)** **(date, times (if applicable), location)** No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to additional insured is primary as it relates to **(event)**".

3. Vendors shall furnish the additional insured endorsement (*consult insurance professional; examples include but are not limited to forms CG 2010 or CG 2026*) to support the certificate of insurance. The endorsement shall also name **"The City of West Chicago, its officials, agents, employees, and volunteers"** as primary and non-contributory.

4. If applicable, vendor shall furnish the City with evidence of Worker's Compensation coverage with statutory limits.

5. The insurance provider will need to submit the Certificate of Insurance and supporting endorsement form preferably via email to **specialevents@westchicago.org** or fax (630-293-1257) to be considered an original document.

I, David G. Sabathne, representing Western DuPage Chamber of Commerce
(print name of authorized person) (organization)

have contacted the appropriate insurance provider and acknowledge that the above insurance criteria can be met. I understand that the Special Event Permit Application will not be reviewed until this document has been signed and returned to the City of West Chicago.


(signature)

4/13/2020
(date)

West Chicago Railroad Days
(name of event)

July 9-12, 2020
(date of event)

SECTION 1 – GENERAL INFORMATION

Name of Event: West Chicago Railroad Days

Type of Event:

☐ Parade ☐ Walk/Run/Bike ☒ Carnivals ☐ Fireworks ☒ Festival

☐ Other _____

Location of Event: Pioneer Park

Date(s) of Event: July 9-12 Hours of Event: _____ to _____ Est. Attendance: _____

Event Website: WesternDupagechamber.com

Purpose of event: Community Event Sponsored by City of West Chicago

Name of Sponsoring Organization(s): City of West Chicago - contracted to WDCC

Organization's Legal Status (i.e. NFP, Partnership, Corporation): Corp.

Contact person from sponsoring organization: David J. Sabathne

Organizer address: 306 Main Street

City/State/Zip: West Chicago, IL 60185 Phone: 630-231-3003

Cell Phone: 630-675-5368 E-mail: dave@westerndupagechamber.com

Emergency contact information (provide mobile numbers for on-site coordinators during event):

1st Contact: David J. Sabathne Phone: 630-675-5368

2nd Contact: Wayne Lofton Jr. Phone: 630-888-9928

Is this an annual event? ☒ Yes ☐ No If Yes, provide next year's event date: July 8-11

If the event is a recurring event, please state any problems and/or incidents that have occurred in past years, such as noise or neighborhood parking complaints.

None that we are aware of

What, if anything, are you doing to rectify the problem(s)?

N/A

SECTION 2 – NARRATIVE

On a separate sheet, provide a detailed description of the overall event. The narrative will serve as the special event proposal to City Council.

SECTION 3 – PERMITS

Will your event include a carnival? ☒ Yes ☐ No

If yes, you must submit a **Carnival Permit Application** ninety (90) days prior to the event.
Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 135 for an application.

Does your event include the use of a temporary tent in excess of 400 sq. ft. in area with side curtains or 700 sq. ft. in area without side curtains? ☒ Yes ☐ No

If yes, you must submit a **Building Permit Application** thirty (30) days prior to the event.
Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 131 for an application.

Will your event include a fireworks display? ☐ Yes ☒ No

If yes, you must submit a **Fireworks Permit Application** thirty (30) days prior to the event.
Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 135 for an application.

Are you holding a raffle at your event? ☐ Yes ☒ No

If yes, you must submit a **Raffle Registration Application** fourteen (14) days prior to the event. Not all applicants will qualify for a license. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 170 for an application.

Will you be applying for a Temporary Liquor License? ☒ Yes ☐ No

If yes, you must submit a **Temporary Liquor License Application** thirty (30) days prior to the event. To qualify for a Class D license, the applicant must be a local organization or group providing beer and/or wine at a picnic, carnival or similar function. A Class D license shall be authorized on a day-to-day basis but not for more than seven (7) consecutive days. Please contact the City of West Chicago at (630) 293-2200 ext. 170 for an application.

Will you be serving food at your event? ☒ Yes ☐ No

If yes, you may be required to submit a **Temporary Food Service Permit Application** thirty (30) days prior to the event. Please contact the DuPage County Health Department at (630) 682-7979 or visit <http://www.dupagehealth.org/temporary-food-service> for additional information.

Are you requesting services from these departments?

☒ Police ☒ Fire District / Paramedics ☒ Public Works

Specify services: Police during all hours of event. Water service meter, barricades and two dumpsters beginning Monday July 16th. use of temporary fencing

Will you be utilizing any of the following services?

☒ Water ☐ Electric/Generator ☐ Other _____

SECTION 4 – SITE PLAN AND/OR ROUTE MAP

Please attach a separate sheet to illustrate the layout for your event.

If applicable, the following must be included:

Location of garbage receptacles (G)	Location and number of barricades (B)
Location of toilets (T)	Location of fire lane (FL)
Location of hand washing sinks (HWS)	Location of fire extinguishers (FE)
Location of retail vendors (RV)	Public entrances and exits (PE)
Location of food vendors (FV)	Location of "No Firearms" signage (NF)
Location of first aid (FA)	Location of sound stages and amplified sound (S)
	Location of residential streets surrounding event

Are you requesting the use of any City-owned property, i.e. City streets, parking lots, or sidewalks?

☐ Yes ☒ No If yes, please indicate the property that you are requesting to use.

Would you like to request the closing of City streets? ☐ Yes ☒ No

If yes, please fill in the following information or submit a route map along with this application:

Street	From	To	Dates	Times

SECTION 5 – PLANNING WORKSHEET AND REQUIRED TASK DUE DATES*

Use this form to determine the date each of these tasks needs to be completed. For tasks that do not apply, please mark "N/A" in the Due Date column. If the Due Date falls on a weekend or holiday, the Due Date becomes the next normal business day. However, this does not affect the other Due Dates, as they are only dependent on the date of the special event.

Note: This section must be completed by event organizer prior to notary signature.

Date of Special Event: _____

Tasks to be completed (All items due to City unless noted)	Days Due Before Event	Due Date
Submit "Intent to Meet Insurance Requirements" Document (included with Special Event Permit Application, pg.2)	Prior to application review	Prior to application review
Submit Special Event Permit Application	90 days	
Submit Carnival Permit Application	90 days	
Submit Fireworks Permit Application	30 days	
Submit Temporary Liquor License Application	30 days	
Submit Building (Temporary Tent) Permit Application	30 days	
Submit Temporary Food Service Permit Application(s) (DuPage County Health Dept. – 630-682-7979)	30 days	
Submit Original Certificate of Insurance*	21 days*	
Submit Raffle Registration Application	14 days	
Notify residents/businesses of special event	14 days	
Post "No Firearms" signs at all public entrances (See IL State Police requirements for standardized sign in West Chicago's <i>Special Events Policy</i>)	N/A	Day of Event

***If this requirement is not met, the proposed event may be cancelled.**

SECTION 6 – WAIVER AND HOLD HARMLESS AGREEMENT

In consideration of the Western DuPage Chamber of Commerce (name of organization) and its Members, employees, volunteers or guests, being allow to participate in West Chicago Railroad Days (the Activity) the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to Western DuPage Chamber of Commerce (name of organization) participation in the Activity.

To the fullest extent permitted by law, the Western DuPage Chamber of Commerce (name of organization) hereby agrees to defend, indemnify and hold harmless the City of West Chicago, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City of West Chicago, its officials, agents and employees, arising in consequence of Western DuPage Chamber of Commerce of (organization) participation in the Activity, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of West Chicago, its agents or employees. The Western DuPage Chamber of Commerce (name of organization) shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of West Chicago, its officials, agents and employees, in any such action, the Western DuPage Chamber of Commerce (name of organization) at its own expense, satisfy and discharge the same.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Waiver and Hold Harmless Agreement on behalf of the Western DuPage Chamber of Commerce (name of organization).

Agreed this 15 day of April, 2020

Western DuPage Chamber of Commerce
Name of Organization

David P. Sabathne
Print Name of Authorized Person

[Signature]
Signature of Authorized Person

President / CEO
Title

The Organization and the authorized signatory below agree to inform the City of West Chicago of any changes in the application at least thirty (30) days prior to the event. *Please note: Final approval of this event is pending satisfactory completion of Certificate of Insurance requirements.*

Signatory agrees to abide by all requirements of the Special Events Policy, including compliance with the State of Illinois Firearm Concealed Carry Act.

***All applications must be signed and notarized.**

Western DuPage Chamber of Commerce
(Name of Organization)

David J. Subitini
(Print Name of Signatory)

By

(Authorized Signatory)



(Notary Public)

Signed and sworn to before me this 15th day of April, 2020.

After submitting all forms, your application will be reviewed by City staff. All departments that will be involved in providing services or permits for the event will be notified. **Please do not assume that all aspects of the event will be approved. You may be asked to make some changes to your plan based on the availability of services or scheduling of other events.**

The City of West Chicago reserves the right to cancel any event at any time for reasons deemed necessary by the City Council and/or City Administrator.

Deliver all completed items to:

City of West Chicago
Attn: Community Development – Special Events
475 Main Street
West Chicago, IL 60185

FOR OFFICE USE ONLY

Based on the information which has been submitted and contingent upon approval of any necessary inspections the day of the event, the request for a permit has been:

☐ Approved Permit No. _____

Authorized Signature _____

Title _____

Date _____

☐ Denied

Remarks:



City of West Chicago

Community Development Department
475 Main Street, West Chicago, IL 60185
Phone: (630) 293-2200 x 131 / FAX: (630) 293-1257

APPLICATION FOR PLAN EXAMINATION & BUILDING PERMIT

Permit Number: _____

Date Received: ____ / ____ / ____

Permit Fee: \$ _____

Approved: _____

Pioneer Park

(Project Address)

Homeowner's Association? _____

(Subdivision)

(Zoning)

(Lot Number)

(P.I.N.)

West Chicago Park District

(Property Owner)

630-231-9474

(Phone)

201 W. National Street

(Street Address)

West Chicago, IL 60185

(City, State Zip)

Western DuPage Chamber of Commerce

(Name of Applicant)

630-231-3003

(Phone and FAX)

306 Main Street, West Chicago, IL 60185

(Address)

team@westerndupagechamber.

(Email Address)

David Sabathne

(General Contractor)

306 Main Street, West Chicago, IL 60185

(Address)

630-675-5368

(Phone)

(Electrical Contractor)

(Address)

(Phone)

(Plumber)

(Address)

(Phone)

(Roofer)

(Address)

(Phone)

WORK TO BE DONE:

- ☐ Addition to existing building
☐ Remodel
☐ Driveway (new or repair)
☐ Plumbing (only)
☐ Water meter (lawn sprinkler)
☒ Other: Festival

☐ Patio

☐ New building

☐ Siding

☐ Electric (only)

☐ Water meter (replacement)

☐ Shed

TYPE OF STRUCTURE:

☐ Single family (detached)

☐ Townhouse

☐ Commercial

☐ Industrial

☒ Other: Tennis

SUBMITTING WITH APPLICATION: ☐ Survey ☐ Building Plan

ESTIMATED TOTAL COST OF PROJECT: \$ _____

STATEMENT OF APPLICANT:

I hereby certify that the above statements are true and accurate, agree to comply with the provisions of the Ordinances of the City of West Chicago, affirm that the proposed work is authorized by the owner of record, and that I have been authorized by the owner to make this application as his/her agent.

(Signature of Applicant)

Western DuPage Chamber of Comm

(Print Name)

04 / 14 / 2020

(Date)



Western DuPage Chamber of Commerce

"Doing Business Right! Doing Right for Business!"

2020, West Chicago Railroad Days
July 9 - 12

Narrative

2020 will be a historic year for everyone given the COVID-19 pandemic. Assuming that the stay at home orders have been lifted and we are cleared to hold an event such as this, there will be much to celebrate. Of course, additional care will be given to keep the public safe and all guidelines from the CDC and the State health organizations will dictate how the festival might operate.

West Chicago Railroad Days is the most popular event of the year sponsored by the City of West Chicago. It has become a favorite activity in early July for both residents and visitors. Much of the popularity is the atmosphere of the event and the many attractions.

The carnival, free concerts, food and merchant vendors and the beer garden work well to provide a family environment. Pioneer park also has a splash pad and walking trails that visitors enjoy while spending the day at the festival or to simply take a break away from the activities.

For 2020, the parade has been removed as a featured activity. Construction continues to threaten the normal route and alternative routes do not lend themselves to an event that is held on the far south/west side of town.

Bands have been signed and the infrastructure necessary to support such a major event have been secured, stage, generators, sanitation and of course entertainment. We will begin marketing on radio, cable TV and with printed materials; including the City Newsletter as we draw nearer to the event.

Respectfully,

David J Sabathne, President

PREMIER MEMBERS

City of
West Chicago

J² Insurance
Agency

FNBC Bank
& Trust

Northwestern
Medicine

Republic Bank

West Chicago
Park District

Chamber Office
& Training Center
306 Main St.
West Chicago, IL 60185

P: 630-231-3003
F: 630-231-3009

team@westerndupagechamber.com
westerndupagechamber.com

2020 West Chicago Railroad Days

General overview and service request

The Western DuPage Chamber of Commerce is proud to plan and manage the West Chicago Railroad Days festival Thursday, July 9th through Sunday, July 12th. Below are the hours of operation and request for services as outlined in the funding agreement with the City of West Chicago.

Hours of operation: Carnival, Beer Garden, Food and merchandize vendors and entertainment as scheduled.

**Beer garden token sales end 1-hour before closing and service ends ½ hour before closing*

** Carnival ticket sales have been changed to single-day wristbands each day. Individual tickets may be purchased and all sales end ½ hour prior to closing each day.*

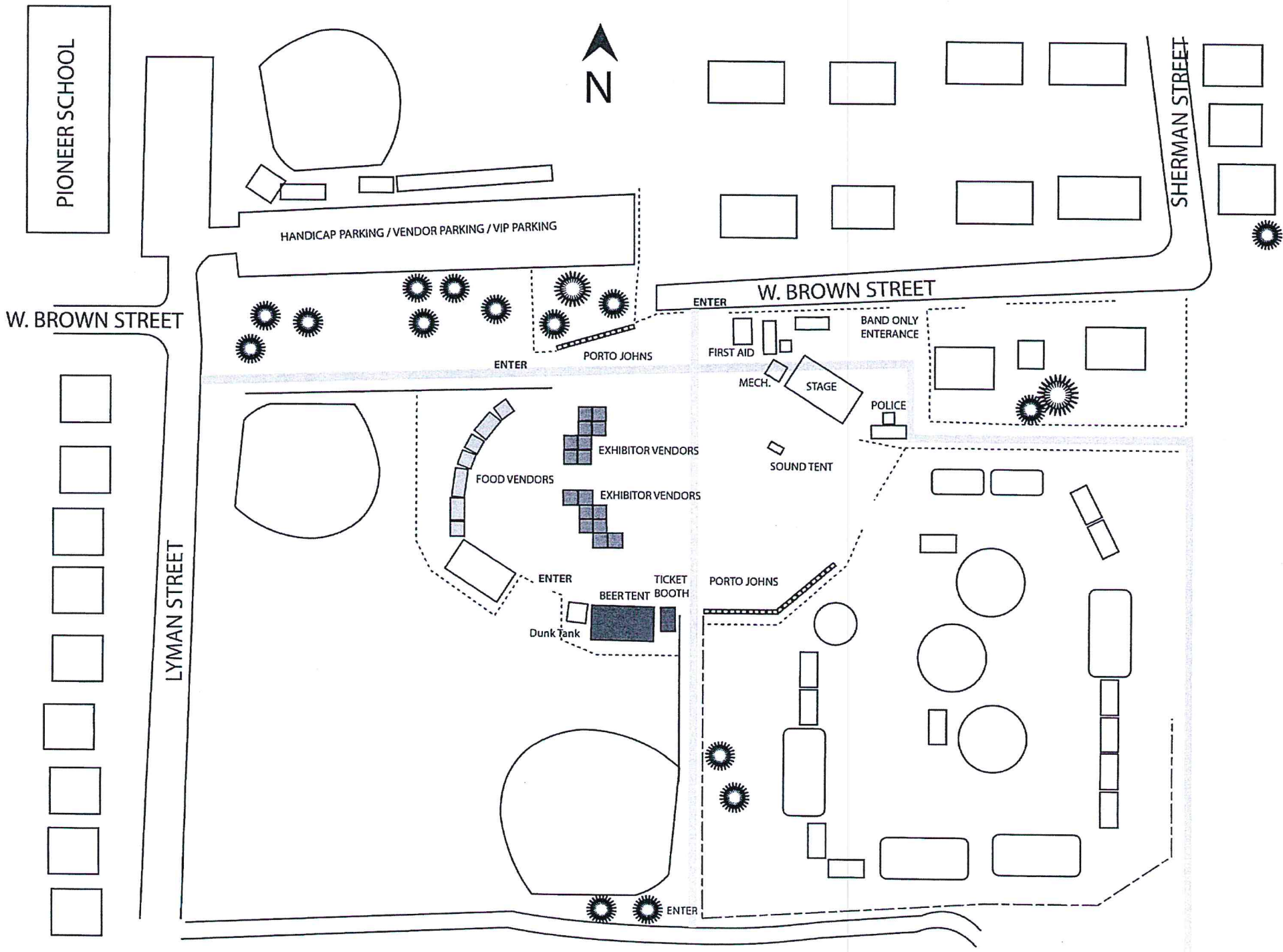
- Thursday July 9th 5:00 - 10:00 PM
- Friday July 10th 5:00 – 11:00 PM
- Saturday July 11th 3:00 – 11:00 PM
- Sunday July 12th 3:00 – 10:00 PM

Services requested:

- Water meter installed on Monday July 6th, Removed Monday July 13th
- Two dumpsters delivered Monday July 6th to far east end of parking lot at Pioneer School, final pickup Tuesday July 14th
- Barricades delivered on Wednesday July 8th for Brown Street and Pioneer School parking lot
- Police services ½ hour before and ½ hour after each day's hours operation

Entertainment Lineup:

- Chicago Experience
- Chicago Latin Groove
- OMT
- In The Stix
- Grupo Eskandal
- Alibi
- Sammy and the Knights
- Wall of Denial



Western DuPage



Chamber of Commerce

2020 RAILROAD DAYS FOOD VENDOR APPLICATION

RAILROAD DAYS APPLICATION & AGREEMENT



The Western DuPage Chamber of Commerce as a manager of the 2020 West Chicago Railroad Days Festival and Food Vendor agree to the terms and conditions of the agreement. The Food Vendor shall sell only the products specified and approved in this agreement at Pioneer Park during the 2020 Railroad Days event.

Date & Times of the Railroad Days 2020 festival are as follows:

Thursday, July 9, 2020	4:30 pm - 10:00 pm
Friday, July 10, 2020	4:30 pm - 11:00 pm
Saturday, July 11, 2020	Noon - Midnight
Sunday, July 12, 2020	2:30 pm - 10:00 pm

ARTICLE 1: Food Vendor: Company/Product Information & Electrical Requirements

Company Name: _____

Contact: _____ Phone: (____) _____ Fax (____) _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-mail(s): _____

Description of products/items that will be distributed (including prices, if applicable):
(If you need more space to write down additional items, please use the additional page section on application.)

1) _____ \$ _____ 2) _____ \$ _____

3) _____ \$ _____ 4) _____ \$ _____

5) _____ \$ _____ 6) _____ \$ _____

7) _____ \$ _____ 8) _____ \$ _____

9) _____ \$ _____ 10) _____ \$ _____

11) _____ \$ _____ 12) _____ \$ _____

13) _____ \$ _____ 14) _____ \$ _____

15) _____ \$ _____ 16) _____ \$ _____

Beverage Sales: SOFT DRINKS OR WATER MAY BE SOLD BY ANY FOOD VENDOR during Railroad Days Festival 2020. You must provide "Brand Name" soda in 12 oz. cans or 20 oz. plastic bottles (no glass) to be sold at \$1.00 per can or \$1.50 per bottle. Vendor must specify brand name.

Vendor may provide any other non-alcoholic beverage, i.e. lemonade, ice tea etc. In any size and price, as long as it is not in a glass container.

A) Will you provide soda? ☐ Yes ☐ No Brand Name(s): _____

B) Will you provide other beverages? ☐ Yes ☐ No Specify: _____

C) Will you require 21-lb bags of ice? ☐ Yes ☐ No Qty: _____ X \$4.00 each: 0.00

Ice will not be made available if not requested before event.

Electrical Requirements:

- This section must be complete and accurate. In order to insure that all Food Vendors have enough electricity, we must have all of your information. Any application that is not completed will not be accepted.
- No changes will be allowed the day of the event, only requested electrical requirements will be supplied.
- Vendors are solely responsible for their own heavy-duty extension cords (#123-prong conductor).
- Each vendor will be provided one 110 outlet; additional 110 outlets will be charged at \$50 each.
- Food Vendor who needs 220 outlets will be charged \$75.00 per 220 outlet.
- Please list each electrical need individually. If necessary, please use the additional page for any additional needs. Direct Connect Available on-site only, call for quote!

A) Types of application (Need)	Qty.	Volts	Watts	Amps	Outlet Type (220 or 110)	
1) _____	_____	_____	_____	_____	☐ 110	☐ 220
2) _____	_____	_____	_____	_____	☐ 110	☐ 220
3) _____	_____	_____	_____	_____	☐ 110	☐ 220
4) _____	_____	_____	_____	_____	☐ 110	☐ 220
5) _____	_____	_____	_____	_____	☐ 110	☐ 220
6) _____	_____	_____	_____	_____	☐ 110	☐ 220
7) _____	_____	_____	_____	_____	☐ 110	☐ 220
8) _____	_____	_____	_____	_____	☐ 110	☐ 220

B) Total number of outlets needed: (REQUIRED): _____

C) Total number of 20 Amp circuits needed: (REQUIRED): _____

ARTICLE II – Rules & Compliance

- 1) This application must be completed and received by the Western DuPage Chamber of Commerce, not later than **Friday, June 19th at 12:00 Noon** and shall not be in effect until accepted by the Western DuPage Chamber of Commerce.
- 2) Please send your application to:
Western DuPage Chamber of Commerce
306 Main Street, West Chicago, IL 60185
Fax: (630) 231-3009
Email: team@westerndupagechamber.com
- 3) This agreement must be submitted along with the following:
 - a) All Fees (per attached fee schedule).
 - b) See Attached Insurance requirements!
- 4) Applicant will be supplied two (2) folding chairs and one (1) 8' foot table, electricity as requested. Vendor will provide tent unless tent is requested in advance for \$150.00.
- 5) Each vendor must remain open from the beginning of the event until the end of the event each day.
- 6) Each vendor site must be kept clean and garbage discarded properly. Discarded food shall not be left on site after event. Charges & fees for cleaning up will be billed to vendor and potential refusal of any future participation in Railroad Days festivals.
- 7) Vendors must supply their own sign with their name and prices (if applicable) on it.
- 8) Vendors must provide ice and water containers for water & ice transportation to vendor's location (if applicable).
- 9) Vendor is solely responsible for compliance with the DuPage County Health Department regulations. Main Phone: (630) 682-7400 Contact: Rick Johnson (630) 541-7181
Email: rjohnson@dupagehealth.org

ARTICLE III - Agreement

The Western DuPage Chamber of Commerce reserves the absolute right to terminate the Agreement in the event the vendor sells or attempts to sell any product or service other than those specified in Article I or breaches any of the terms and conditions contained in Article II or the rules and regulations for Railroad Days 2020 Exhibitor/Vendor Agreement. In the event the Western DuPage Chamber of Commerce terminates this agreement, the Exhibitor/Vendor shall immediately forfeit the security deposit and all fees paid, cease any activities at Railroad Days 2020 and remove all equipment, personnel and other property from Pioneer Park.

☐ I have read and understand the above agreement.

Exhibitor/Vendor: _____
(Please Print Company Name)

Signature: x _____ Date: _____

(Staff Use Only)

Accepted by: _____ Date: _____

Please keep a copy of the completed application for your records.

VENDOR INDEMNITY AGREEMENT:

As a part of your participation in Railroad Days 2020, the below vendor hereby agrees to indemnify and hold harmless the City of West Chicago, its officials, employees, agents and volunteers who are listed as additional insured; the Western DuPage Chamber of Commerce, West Chicago Park District and the West Chicago Fire Protection District against any and all claims, suits, cost, damages and expenses at Railroad Days 2020 they may sustain by reason of any acts of omission by the below vendor and/or employees, associates, affiliates and/or partners of the below vendor. The below vendor agrees to pay any judgment or settlement resulting from such suit, demand or claim, and to pay all reasonable attorney fees incurred by the City of West Chicago, the Western DuPage Chamber of Commerce, West Chicago Park District or the West Chicago Fire Protection District in defending against such suit, demand or claim. In the event of any dispute between the vendor, the City of West Chicago, the Western DuPage Chamber of Commerce, West Chicago Park District, and the West Chicago Fire Protection District concerning the terms of this indemnity agreement, it is hereby understood and agreed that the proper venue for litigating any such dispute is DuPage County, Illinois.

Company Name (printed): _____

Signature Name (printed): _____ Date: _____

Signature: x _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

(Staff Use Only)

ACCEPTED BY: _____ DATE: _____
(Western DuPage Chamber of Commerce Only)

ARTICLE IV – Insurance Requirements

2020 West Chicago Railroad Days Insurance

Additional Insured: Endorsement Requirement

The City of West Chicago, as the Major Sponsor of the 2020 Railroad Days Festival requires that the following statement appear on all certificates of insurance:

Additional Insured: The City of West Chicago, West Chicago Park District, West Chicago Fire Protection District, Western DuPage Chamber of Commerce, its officials, employees, agents and volunteers.

***See sample of an acceptable certificate below.**

Please provide this information to your insurance carrier to avoid any potential problems that would result in an unacceptable certificate being submitted and the rejection of your participation in this community event.

ARTICLE V - Payment

The following Fees Apply to all Vendors participating in the 2020 Railroad Days festival on July 9-12, 2020.

Food Booth Rental:	includes (1) table & (2) chairs.....	\$ 895.00
	Tent with 3 serving sides...150.00 None	\$ 0.00
	Electricity: (One 110 Outlet provided)	
	Additional 110-outlet _____ x \$50.00 ea.	\$ 0.00
	Additional 220-outlet _____ x \$75.00 ea.	\$ 0.00
	21 Lbs. Bags of Ice _____ x \$4.00 ea.	\$ 0.00
	SUBTOTAL	\$ 895.00

Western DuPage Chamber Members & West Chicago Business Discount

None	\$100 discount if applicable LESS	\$ 0.00
	TOTAL AMOUNT	\$ 895.00

MAKE CHECKS PAYABLE TO: WESTERN DUPAGE CHAMBER OF COMMERCE

Mailing address: Western DuPage Chamber of Commerce
306 Main Street, West Chicago, IL 60185
Phone: 630-231-3003 Fax: 630-231-3009

No checks will be accepted without a completed vendor agreement and no vendor is considered to have been accepted as a participant in the 2020 Railroad Days event until receiving an Approval letter from the 2020 Railroad Days Committee of the Western DuPage Chamber of Commerce.

Card Type: ☐ VISA ☐ MasterCard ☐ Discover Card

Enter the complete credit card number: _____

Expiration Date: _____ CVS (#): _____ Payment Amount: \$ 895.00

Billing Address for Credit Card:

Street: _____

City: _____ State: _____ Zip Code: _____

☐ I authorize Western DuPage Chamber of Commerce to charge the above credit card for the amount noted above.

Cardholder Name (printed): _____ Date: _____

Cardholder Signature: _____

Once credit card is processed for payment, we immediately destroy the original application and any digital copies. For our vendor's security, no portion will be retained for our records.

Checklist VI – Food Vendor Meal Ticket Agreement

Meal ticket reimbursement program is designed to ensure food vendors who provide food to Police Officers, Fire Department, EMT Personnel, Volunteers, or Special Guests that they are properly paid for the meals. The Western DuPage Chamber of Commerce manages these meal tickets (example below); and will have our signatures/initials on the opposite side for security purposes.

Your Responsibilities:

Each meal ticket will be honored at \$5.00 per ticket for anyone who wishes to exchange their ticket at your booth for a complete meal. In exchange we ask you to provide a complete meal for each ticket; drink (optional), main food item, and side item. For example: (hotdog, and bag of chips or equivalent). Please indicate what food items your willing to share regarding the meal tickets with two options.

- All meal vouchers must be submitted for reimbursement by Sunday, July 12 at 9 PM to staff.
- Assure that there are signatures/initials in the following area (without the signatures the ticket is non-negotiable).

Our Responsibilities:

We will provide meal tickets (example below) to our Police Officers, Fire Department, EMT Personnel, volunteers or special guests. Our staff will place a meal ticket examples at your booth to ensure that meal ticket recipients see you're a participant in the program.

Meal tickets are to be used in the following manner:

- (a) Will create a menu for volunteers, officers, guest, & staff; listing all participants and what is offered.
- (b) All items in the meal options must be given to the meal ticket holder.
- (c) No substitutions allowed.
- (d) Any items purchased other than meal options must be paid for by employee, Police, Fire Dept., volunteer or guest.
- (e) Both meal options will be reimbursed for the same amount.

Option #1 (Example Only)

Drink: None

Main Item: 2 (Beef, Pork, or Chicken) Tacos

Side Item: Spanish Rice

Option #2 (Example Only)

Drink: Coke Products

Main Item: Hot Dog

Side Item: Chips

Option #1

Drink:

Main Item:

Side Item:

Option #2

Drink:

Main Item:

Side Item:

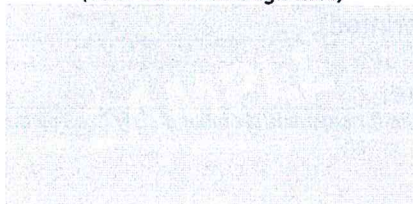
As a Railroad Days food vendor, I have read and understand the terms of this agreement. By signing below I agree to the terms of this agreement and will honor meal tickets during the hours of operations.

Signature: _____ Date: _____

(front)



(back with initials/signature)



Additional Food Products:

17) _____ \$ _____	18) _____ \$ _____
19) _____ \$ _____	20) _____ \$ _____
21) _____ \$ _____	22) _____ \$ _____
23) _____ \$ _____	24) _____ \$ _____
25) _____ \$ _____	26) _____ \$ _____
27) _____ \$ _____	28) _____ \$ _____
29) _____ \$ _____	30) _____ \$ _____
31) _____ \$ _____	32) _____ \$ _____
33) _____ \$ _____	34) _____ \$ _____

Additional Comments:

Checklist:

- ☐ Food & Beverage Identified and Priced
- ☐ Electrical Requirements Addressed
- ☐ Contacted the DuPage County Health Department
- ☐ Certificate of Insurance Submitted
- ☐ Vendor & Indemnity Agreement Signed
- ☐ Food Vendor Meal Ticket Agreement *(optional)*

Print Application

Save Application

** Please "Save As" with your company/organization name included into your new file name.*

Email Application

** Please attach application and send to TEAM@WESTERNDUPAGECHAMBER.COM*

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Your Insurance Company	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Your Name and Address	INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	Policy Number	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
		GENTL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 3,000,000
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMPROP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY	Policy Number	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		☐ ANY AUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	Policy Number	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 2,000,000
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 2,000,000
		☐ DEDUCTIBLE				\$
		☐ RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	mm/dd/yy	mm/dd/yy	☒ WC STATU-TORY LIMITS ☐ OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured: The City of West Chicago, West Chicago Park District, West Chicago Fire Protection District, Western DuPage Chamber of Commerce, its officials, employees, agents and volunteers.

CERTIFICATE HOLDER

Western DuPage Chamber of Commerce
 306 Main Street
 West Chicago, IL 60185

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Western DuPage



Chamber of Commerce

2020 RAILROAD DAYS EXHIBITOR APPLICATION

RAILROAD DAYS APPLICATION & AGREEMENT



The Western DuPage Chamber of Commerce as a manager of the 2020 West Chicago Railroad Days Festival and Exhibitor/Vendor agree to the terms and conditions of the agreement. The Exhibitor/Vendor shall sell only the products specified and approved in this agreement at Pioneer Park during the 2020 Railroad Days event.

Date & Times of the Railroad Days 2020 festival are as follows:

Thursday, July 9, 2020	4:30 pm - 10:00 pm
Friday, July 10, 2020	4:30 pm - 11:00 pm
Saturday, July 11, 2020	Noon - Midnight
Sunday, July 12, 2020	2:30 pm - 10:00 pm

ARTICLE 1: Exhibitor/Vendor: Contact and Product Information

Company Name: _____

Contact: _____ Phone: (____) _____ Fax (____) _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-mail(s): _____

Description of products/items that will be distributed (including prices, if applicable):

(If you need more space to write down additional items, please use the additional page section on application.)

1) _____ \$ _____	2) _____ \$ _____
3) _____ \$ _____	4) _____ \$ _____
5) _____ \$ _____	6) _____ \$ _____
7) _____ \$ _____	8) _____ \$ _____
9) _____ \$ _____	10) _____ \$ _____
11) _____ \$ _____	12) _____ \$ _____
13) _____ \$ _____	14) _____ \$ _____

8) Food and/or Beverage Sales: the sale of food and/or beverages is limited to Approved Food Vendors. No Exhibitor or Vendor may sell any food or beverage without the prior written consent of the Western DuPage Chamber of Commerce and 2020 Railroad Days Committee. **No Exceptions!**

Electrical Requirements:

- This section must be complete and accurate. In order to insure that all Exhibitors/Vendors have enough electricity, we must have all of your information. Any application that is not completed will not be accepted. **NOTE:** No changes will be allowed the day of the event, only requested electrical requirements would be supplied.
- Vendors are solely responsible for their own heavy-duty extension cords (#123-prong conductor).
- Each vendor will be provided one 110 outlet; additional 110 outlets will be charged at \$50 each.
- Exhibitor/Vendor who needs 220 outlets will be charged \$75.00 per 220 outlet.
- Please list each electrical need individually. If necessary, please use the reverse side for any additional needs.

A) Types of application (Need)	Qty.	Volts	Watts	Amps	Outlet Type (220 or 110)	
1) _____	_____	_____	_____	_____	☐ 110	☐ 220
2) _____	_____	_____	_____	_____	☐ 110	☐ 220
3) _____	_____	_____	_____	_____	☐ 110	☐ 220

B) Total number of outlets needed: (REQUIRED): _____

C) Total number of 20 Amp circuits needed: (REQUIRED): _____

ARTICLE II – Rules & Compliance

1) This application must be completed and received by the Western DuPage Chamber of Commerce, not later than **Friday, June 19 at 12:00 Noon** and shall not be in effect until accepted by the Western DuPage Chamber of Commerce.

2) Please send your application to:

Western DuPage Chamber of Commerce
306 Main Street, West Chicago, IL 60185
Fax: (630) 231-3009
Email: team@westerndupagechamber.com

3) This agreement must be submitted along with the following:

- a) All Fees (per attached fee schedule).
- b) See Attached Insurance requirements!

4) Applicant will be supplied two (2) folding chairs and one (1) 8' foot table, electricity as requested. Vendor will provide tent unless tent is requested in advance for \$150.00.

5) Each vendor must remain open from the beginning of the event until the end of the event each day.

6) Each vendor site must be kept clean and garbage discarded properly.

7) Vendors must supply their own sign with their name and prices (if applicable) on it.

ARTICLE III - Agreement

The Western DuPage Chamber of Commerce reserves the absolute right to terminate the Agreement in the event the vendor sells or attempts to sell any product or service other than those specified in Article I or breaches any of the terms and conditions contained in Article II or the rules and regulations for Railroad Days 2020 Exhibitor/Vendor Agreement. In the event the Western DuPage Chamber of Commerce terminates this agreement, the Exhibitor/Vendor shall immediately forfeit the security deposit and all fees paid, cease any activities at Railroad Days 2020 and remove all equipment, personnel and other property from Pioneer Park.

☐ I have read and understand the above agreement.

Exhibitor/Vendor: _____
(Please Print Company Name)

Signature: x _____ Date: _____

(Staff Use Only)

Accepted by: _____ Date: _____
Please keep a copy of the completed application for your records.

VENDOR INDEMNITY AGREEMENT:

As a part of your participation in Railroad Days 2020, the below vendor hereby agrees to indemnify and hold harmless the City of West Chicago, its officials, employees, agents and volunteers who are listed as additional insured; the Western DuPage Chamber of Commerce, West Chicago Park District and the West Chicago Fire Protection District against any and all claims, suits, cost, damages and expenses at Railroad Days 2020 they may sustain by reason of any acts of omission by the below vendor and/or employees, associates, affiliates and/or partners of the below vendor. The below vendor agrees to pay any judgment or settlement resulting from such suit, demean or claim, and to pay all reasonable attorney fees incurred by the City of West Chicago, the Western DuPage Chamber of Commerce, West Chicago Park District or the West Chicago Fire Protection District in defending against such suit, demean or claim. In the event of any dispute between the vendor, the City of West Chicago, the Western DuPage Chamber of Commerce, West Chicago Park District, and the West Chicago Fire Protection District concerning the terms of this indemnity agreement, it is hereby understood and agreed that the proper venue for litigating any such dispute is DuPage County, Illinois.

Company Name (printed): _____

Signature Name (printed): _____ Date: _____

Signature: x _____ Date: _____

Street Address: _____ City: _____

State: _____ Zip Code: _____ Phone: (_____) _____

(Staff Use Only)

ACCEPTED BY: _____ DATE _____
(Western DuPage Chamber of Commerce Only)

ARTICLE IV - Payment

The following Fees Apply to all Vendors participating in the 2020 Railroad Days festival on July 9-12 2020.

Non-Food Booth Rental:	includes (1) table & (2) chairs.....	\$395.00
	Tent available for.....\$150.00 No Tent	\$ 0.00
	Electricity: (One 110 Outlet provided)	
	Additional 110-outlet _____ x \$50.00 ea.	\$ 0.00
	Additional 220 outlet _____ x \$75.00 ea.	\$ 0.00
SUBTOTAL		\$ 395.00

Western DuPage Chamber Members & West Chicago Business Discount

None	\$100 discount if applicable LESS	\$ 0.00
TOTAL AMOUNT		\$ 395.00

MAKE CHECKS PAYABLE TO: WESTERN DUPAGE CHAMBER OF COMMERCE

Mailing address: Western DuPage Chamber of Commerce
306 Main Street, West Chicago, IL 60185
Phone: 630-231-3003 Fax: 630-231-3009

No checks will be accepted without a completed vendor agreement and no vendor is considered to have been accepted as a participant in the 2020 Railroad Days event until receiving an Approval letter from the 2020 Railroad Days Committee of the Western DuPage Chamber of Commerce.

Card Type: ☐ VISA ☐ MasterCard ☐ Discover Card

Enter the complete credit card number: _____

Expiration Date: _____ CVS (#): _____ Payment Amount: \$ 395.00

Billing Address for Credit Card:

Street: _____

City: _____ State: _____ Zip Code: _____

☐ I authorize Western DuPage Chamber of Commerce to charge the above credit card for the amount noted above.

Cardholder Name (printed): _____ Date: _____

Cardholder Signature: _____

Once credit card is processed for payment, we immediately destroy the original application and any digital copies. For our vendor's security, no portion will be retained for our records.

ARTICLE V – Insurance Requirements

2020 West Chicago Railroad Days Insurance

Additional Insured: Endorsement Requirement

The City of West Chicago, as the Major Sponsor of the 2020 Railroad Days Festival requires that the following statement appear on all certificates of insurance:

Additional Insured: The City of West Chicago, West Chicago Park District, West Chicago Fire Protection District, Western DuPage Chamber of Commerce, its officials, employees, agents and volunteers.

***See sample of an acceptable certificate below.**

Please provide this information to your insurance carrier to avoid any potential problems that would result in an unacceptable certificate being submitted and the rejection of your participation in this community event.

Additional Products:

17) _____ \$ _____	18) _____ \$ _____
19) _____ \$ _____	20) _____ \$ _____
21) _____ \$ _____	22) _____ \$ _____
23) _____ \$ _____	24) _____ \$ _____
25) _____ \$ _____	26) _____ \$ _____
27) _____ \$ _____	28) _____ \$ _____
29) _____ \$ _____	30) _____ \$ _____
31) _____ \$ _____	32) _____ \$ _____
33) _____ \$ _____	34) _____ \$ _____

Additional Comments or Requests:

Checklist:

- ☐ Products Identified and Priced
- ☐ Electrical Requirements Addressed
- ☐ Certificate of Insurance Submitted
- ☐ Vendor & Indemnity Agreement Signed

Print Application

Save Application

** Please "Save As" with your company/organization name included into our new file name.*

Email Application

** Please attach application and send to TEAM@WESTERNDUPAGECHAMBER.COM*

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Your Insurance Company	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Your Name and Address	INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	Policy Number	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)
						PERSONAL & ADV INJURY
		GENTL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COM/OP AGG
A		AUTOMOBILE LIABILITY	Policy Number	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Ea accident)
		☐ ANY AUTO				BODILY INJURY (Per person)
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC
						AGG
A		EXCESS/UMBRELLA LIABILITY	Policy Number	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE
		☐ DEDUCTIBLE				
		☐ RETENTION \$				
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	mm/dd/yy	mm/dd/yy	☒ WC STATU-TORY LIMITS ☐ OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
		OTHER				E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

'Additional Insured: The City of West Chicago, West Chicago Park District, West Chicago Fire Protection District, Western DuPage Chamber of Commerce, its officials, employees, agents and volunteers.

CERTIFICATE HOLDER

Western DuPage Chamber of Commerce
 308 Main Street
 West Chicago, IL 60185

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Western DuPage



Chamber of Commerce

2020 RAILROAD DAYS NON-PROFIT APPLICATION

RAILROAD DAYS APPLICATION & AGREEMENT



The Western DuPage Chamber of Commerce as a manager of the 2020 West Chicago Railroad Days Festival and Exhibitor/Vendor agree to the terms and conditions of the agreement. The Exhibitor/Vendor shall sell only the products specified and approved in this agreement at Pioneer Park during the 2020 Railroad Days event.

Date & Times of the Railroad Days 2020 festival are as follows:

Thursday, July 9, 2020	4:30 pm - 10:00 pm
Friday, July 10, 2020	4:30 pm - 11:00 pm
Saturday, July 11, 2020	Noon - Midnight
Sunday, July 12, 2020	2:30 pm - 10:00 pm

ARTICLE 1: Exhibitor/Vendor: Contact and Product Information

Company Name: _____

Contact: _____ Phone: (____) _____ Fax (____) _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-mail(s): _____

Description of products/items that will be distributed (including prices, if applicable):

(If you need more space to write down additional items, please use the additional page section on application.)

1) _____ \$ _____	2) _____ \$ _____
3) _____ \$ _____	4) _____ \$ _____
5) _____ \$ _____	6) _____ \$ _____
7) _____ \$ _____	8) _____ \$ _____
9) _____ \$ _____	10) _____ \$ _____
11) _____ \$ _____	12) _____ \$ _____
13) _____ \$ _____	14) _____ \$ _____

8) Food and/or Beverage Sales: the sale of food and/or beverages is limited to Approved Food Vendors. No Exhibitor or Vendor may sell any food or beverage without the prior written consent of the Western DuPage Chamber of Commerce and 2020 Railroad Days Committee. **No Exceptions!**

Electrical Requirements:

- This section must be complete and accurate. In order to insure that all Exhibitors/Vendors have enough electricity, we must have all of your information. Any application that is not completed will not be accepted. **NOTE:** No changes will be allowed the day of the event, only requested electrical requirements would be supplied.
- Vendors are solely responsible for their own heavy-duty extension cords (#123-prong conductor).
- Each vendor will be provided one 110 outlet; additional 110 outlets will be charged at \$50 each.
- Exhibitor/Vendor who needs 220 outlets will be charged \$75.00 per 220 outlet.
- Please list each electrical need individually. If necessary, please use the reverse side for any additional needs.

A) Types of application (Need)	Qty.	Volts	Watts	Amps	Outlet Type (220 or 110)	
1) _____	_____	_____	_____	_____	☐ 110	☐ 220
2) _____	_____	_____	_____	_____	☐ 110	☐ 220
3) _____	_____	_____	_____	_____	☐ 110	☐ 220

B) Total number of outlets needed: (REQUIRED): _____

C) Total number of 20 Amp circuits needed: (REQUIRED): _____

ARTICLE II – Rules & Compliance

1) This application must be completed and received by the Western DuPage Chamber of Commerce, not later than **Friday, June 19 at 12:00 Noon** and shall not be in effect until accepted by the Western DuPage Chamber of Commerce.

2) Please send your application to:

Western DuPage Chamber of Commerce
306 Main Street, West Chicago, IL 60185
Fax: (630) 231-3009
Email: team@westerndupagechamber.com

3) This agreement must be submitted along with the following:

- a) All Fees (per attached fee schedule).
- b) See Attached Insurance requirements!

4) Applicant will be supplied two (2) folding chairs and one (1) 8' foot table, electricity as requested. Vendor will provide tent unless tent is requested in advance for \$150.00.

5) Each vendor must remain open from the beginning of the event until the end of the event each day.

6) Each vendor site must be kept clean and garbage discarded properly.

7) Vendors must supply their own sign with their name and prices (if applicable) on it.

ARTICLE III - Agreement

The Western DuPage Chamber of Commerce reserves the absolute right to terminate the Agreement in the event the vendor sells or attempts to sell any product or service other than those specified in Article I or breaches any of the terms and conditions contained in Article II or the rules and regulations for Railroad Days 2020 Exhibitor/Vendor Agreement. In the event the Western DuPage Chamber of Commerce terminates this agreement, the Exhibitor/Vendor shall immediately forfeit the security deposit and all fees paid, cease any activities at Railroad Days 2020 and remove all equipment, personnel and other property from Pioneer Park.

☐ I have read and understand the above agreement.

Exhibitor/Vendor: _____
(Please Print Company Name)

Signature: x _____ Date: _____

(Staff Use Only)

Accepted by: _____ Date: _____
Please keep a copy of the completed application for your records.

VENDOR INDEMNITY AGREEMENT:

As a part of your participation in Railroad Days 2020, the below vendor hereby agrees to indemnify and hold harmless the City of West Chicago, its officials, employees, agents and volunteers who are listed as additional insured; the Western DuPage Chamber of Commerce, West Chicago Park District and the West Chicago Fire Protection District against any and all claims, suits, cost, damages and expenses at Railroad Days 2020 they may sustain by reason of any acts of omission by the below vendor and/or employees, associates, affiliates and/or partners of the below vendor. The below vendor agrees to pay any judgment or settlement resulting from such suit, demand or claim, and to pay all reasonable attorney fees incurred by the City of West Chicago, the Western DuPage Chamber of Commerce, West Chicago Park District or the West Chicago Fire Protection District in defending against such suit, demand or claim. In the event of any dispute between the vendor, the City of West Chicago, the Western DuPage Chamber of Commerce, West Chicago Park District, and the West Chicago Fire Protection District concerning the terms of this indemnity agreement, it is hereby understood and agreed that the proper venue for litigating any such dispute is DuPage County, Illinois.

Company Name (printed): _____

Signature Name (printed): _____ Date: _____

Signature: x _____ Date: _____

Street Address: _____ City: _____

State: _____ Zip Code: _____ Phone: (_____) _____

(Staff Use Only)

ACCEPTED BY: _____ DATE _____
(Western DuPage Chamber of Commerce Only)

ARTICLE IV - Payment

The following Fees Apply to all Vendors participating in the 2020 Railroad Days festival on July 9-12, 2020.

Non-Food Booth Rental:	includes (1) table & (2) chairs.....	\$150.00
	Tent available for.....\$150.00 No Tents	\$ 0.00
	Electricity: (One 110 Outlet provided)	
	Additional 110-outlet _____ x \$50.00 ea.	\$ 0.00
	Additional 220 outlet _____ x \$75.00 ea.	\$ 0.00
SUBTOTAL		\$ 150.00
TOTAL AMOUNT		\$ 150.00

MAKE CHECKS PAYABLE TO: WESTERN DUPAGE CHAMBER OF COMMERCE

Mailing address: Western DuPage Chamber of Commerce
306 Main Street, West Chicago, IL 60185
Phone: 630-231-3003 Fax: 630-231-3009

No checks will be accepted without a completed vendor agreement and no vendor is considered to have been accepted as a participant in the 2020 Railroad Days event until receiving an Approval letter from the 2020 Railroad Days Committee of the Western DuPage Chamber of Commerce.

Card Type: ☐ VISA ☐ MasterCard ☐ Discover Card

Enter the complete credit card number: _____

Expiration Date: _____ CVS (#): _____ Payment Amount: \$ 150.00

Billing Address for Credit Card:

Street: _____

City: _____ State: _____ Zip Code: _____

☐ I authorize Western DuPage Chamber of Commerce to charge the above credit card for the amount noted above.

Cardholder Name (printed): _____ Date: _____

Cardholder Signature: _____

Once credit card is processed for payment, we immediately destroy the original application and any digital copies. For our vendor's security, no portion will be retained for our records.

ARTICLE V – Insurance Requirements

2020 West Chicago Railroad Days Insurance

Additional Insured: Endorsement Requirement

The City of West Chicago, as the Major Sponsor of the 2020 Railroad Days Festival requires that the following statement appear on all certificates of insurance:

Additional Insured: The City of West Chicago, West Chicago Park District, West Chicago Fire Protection District, Western DuPage Chamber of Commerce, its officials, employees, agents and volunteers.

***See sample of an acceptable certificate below.**

Please provide this information to your insurance carrier to avoid any potential problems that would result in an unacceptable certificate being submitted and the rejection of your participation in this community event.

Additional Products:

17) _____ \$ _____	18) _____ \$ _____
19) _____ \$ _____	20) _____ \$ _____
21) _____ \$ _____	22) _____ \$ _____
23) _____ \$ _____	24) _____ \$ _____
25) _____ \$ _____	26) _____ \$ _____
27) _____ \$ _____	28) _____ \$ _____
29) _____ \$ _____	30) _____ \$ _____
31) _____ \$ _____	32) _____ \$ _____
33) _____ \$ _____	34) _____ \$ _____

Additional Comments or Requests:

Checklist:

- ☐ Products Identified and Priced
- ☐ Electrical Requirements Addressed
- ☐ Certificate of Insurance Submitted
- ☐ Vendor & Indemnity Agreement Signed

Print Application

Save Application

** Please "Save As" with your company/organization name included into our new file name.*

Email Application

** Please email application to TEAM@WESTERNDUPAGECHAMBER.COM*

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

Your Insurance Company

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Your Name and Address

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Policy Number	mm/dd/yy	mm/dd/yy	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 3,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COM/OP AGG	\$ 3,000,000
EACH OCCURRENCE	\$ 1,000,000																
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																
MED EXP (Any one person)	\$ 5,000																
PERSONAL & ADV INJURY	\$ 1,000,000																
GENERAL AGGREGATE	\$ 3,000,000																
PRODUCTS - COM/OP AGG	\$ 3,000,000																
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Policy Number	mm/dd/yy	mm/dd/yy	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																
BODILY INJURY (Per person)	\$																
BODILY INJURY (Per accident)	\$																
PROPERTY DAMAGE (Per accident)	\$																
	GARAGE LIABILITY ☐ ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr><tr><td>AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AGG	\$						
AUTO ONLY - EA ACCIDENT	\$																
OTHER THAN AUTO ONLY: EA ACC	\$																
AGG	\$																
A	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	Policy Number	mm/dd/yy	mm/dd/yy	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$		\$		\$		
EACH OCCURRENCE	\$ 2,000,000																
AGGREGATE	\$ 2,000,000																
	\$																
	\$																
	\$																
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Policy Number	mm/dd/yy	mm/dd/yy	<table border="1"><tr><td>☒ WC STATU-TORY LIMITS</td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>500,000</td></tr></table>	☒ WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT	\$	500,000	E.L. DISEASE - EA EMPLOYEE	\$	500,000	E.L. DISEASE - POLICY LIMIT	\$	500,000
☒ WC STATU-TORY LIMITS	OTH-ER																
E.L. EACH ACCIDENT	\$	500,000															
E.L. DISEASE - EA EMPLOYEE	\$	500,000															
E.L. DISEASE - POLICY LIMIT	\$	500,000															

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

'Additional Insured: The City of West Chicago, West Chicago Park District, West Chicago Fire Protection District, Western DuPage Chamber of Commerce, its officials, employees, agents and volunteers.

CERTIFICATE HOLDER

Western DuPage Chamber of Commerce
306 Main Street
West Chicago, IL 60185

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Exhibit A
Funding Agreement for Railroad Days for 2017 through 2021

THIS AGREEMENT is made and entered into on the 6th day of February 2017, by and between the Western DuPage Chamber of Commerce (hereinafter referred to as "Chamber") and City of West Chicago, (hereinafter referred to as "City").

1. In consideration of the covenants and agreements hereinafter contained, as well as other good and valuable considerations, the Chamber and the City hereby agree that the Chamber is an independent entity with respect to the City and agrees to perform all services to create, plan, develop and execute the Railroad Days Festival (hereinafter referred to as "Festival") scheduled as follows:

2017: July 6 - 9
2018: July 12 - 15
2019: June 8 (parade only) and July 11 - 14
2020: July 9 - 12
2021: July 8 - 11

at Pioneer Park, 479 W. Forest Avenue, or another mutually agreeable location, and that the City will provide a designated amount of financial support for such Festival. The Festival will include a four-day carnival, and may include the following: musical acts, a fireworks display, a beer garden, and a parade, with the necessary infrastructure and marketing to support such. The City will provide the following amounts for Festival components:

2017: \$ 60,000
2018: \$ 50,000
2019: \$ 40,000
2020: \$ 30,000
2021: \$ 25,000

The City shall be responsible for no additional cash contributions beyond that which is stated herein.

2. The Chamber may, at its sole discretion and as detailed in its Special Event Assessment Form (described below) schedule additional entertainment and/or attractions and use the City-funded infrastructure, so long as any additional, non-negligible costs associated with such are funded from private sources, such as sponsorships or donations. The Chamber has no authority or power to incur debts, obligations or commitments of any kind whatsoever for or on behalf of the City or to bind the City to any contract, agreement or employment agreement. In consideration for funding received by the Chamber from the City as primary financial contributor, the City's expectations associated with the Festival are more fully described in the addendum that is attached hereto and made apart hereof as Exhibit "B"

3. The services which the Chamber will perform include, but are not limited to, planning, organizing and supervising the Festival, making arrangement for the Festival site, negotiation of contracts with responsible independent contractors or vendors, applying for all permits and licenses, and complying with all insurance requirements. One supervisor of the Chamber shall attend and supervise the entire Festival. The Chamber agrees to pay or have paid all contractual obligations associated with the Festival, to coordinate and certify required Bassett training, and to obtain such through the City if such is available at the time training is scheduled, for all volunteers working with the beer tent, and to obtain all required licenses and deposits; copies of all invoices, receipts and checks to vendors shall be provided prior to the City making the payment as detailed in Section 4(A)(4) below. At all times, the Chamber will comply with all City Codes and Ordinances and Special Event Policy that are in effect. However, should a higher level of government mandate any new laws that the City is required to enforce and should the City Council approve a new law that does not specifically deal with festivals but rather improves and addresses the health, safety and welfare of West Chicago residents and its visitors, then the Chamber shall be obligated to comply. The Chamber shall not open any portion of the Festival until the respective permits are obtained and approvals are granted and all insurance requirements are satisfied.
4. The City's responsibilities stated below are limited to the following:
 - A. Providing financial support as detailed above for 2017 through 2021 paid in installments, to be used to help cover the cost of activities and the Chamber's role in producing the Festival for community-wide benefit. Funds will be released so long as the submittal requirements have been met as per Sections 6 and 7 of this Agreement.
 1. The City agrees to pay the Chamber (or its designee, as specified in writing) 50% by the end of the week following the second City Council meeting in February as seed money for contractual obligations directly related to the Festival.
 2. The City agrees to pay the Chamber (or its designee, as specified in writing) 25% for contractual obligations directly related to the Festival by the end of the week following the first City Council meeting in May.
 3. The City agrees to pay the Chamber (or its designee as specified in writing) 10% for contractual obligations directly related to the Festival by the end of the week following the second City Council meeting in June.
 4. The City agrees to pay the Chamber (or its designee, as specified in writing) the final 15% in consideration of all contractual requirements being met, and after the Chamber has provided to the City copies of all invoices, receipts and checks to vendors for expense receipts no less than the amounts designated for each year

in Section 2 above, together with its final written report including a summary financial report following the format and level of detail of Exhibit "C" attached hereto, has had all final paperwork accepted by the Public Affairs Committee, and has made its final appearance at the first available Public Affairs Committee meeting after the Festival.

5. Should any submittal deadline not be met and/or should the information submitted be deemed incomplete, the City will withhold payment until the submittal is satisfactory. The Chamber will be paid within thirty (30) days of the City receiving a complete and satisfactory submittal.
6. No additional funds shall be provided to the Chamber beyond those specifically detailed in this Agreement, except that the City of West Chicago shall maintain a membership with the Chamber at the Platinum level for the years 2017 through 2021.

B. Providing the following in-kind services with approval of the City Administrator:

1. The Public Works Department will provide barricades and ensure water hook-up.
 2. The Police Department will provide security during hours of operation of the Festival and for one hour before and after the approved hours of operation.
 3. The Community Development Department will provide inspectors for inspection of all carnival type rides and vendors and for inspection of the general layout of site.
 4. The City will waive associated application and permit fees.
 5. The City will work with Groot Industries to provide a garbage dumpster.
 6. The City will provide traffic management on all public streets.
 7. The City will provide rolling street closures associated with the parade, if a parade is held.
 8. The Chamber shall be responsible for turf restoration to the satisfaction of the Park District, or other owner, as applicable for a different Festival location. The City shall no longer be responsible for turf restoration after the Festival.
-
5. The Chamber has no stated management fee, but reserves the right to plan and manage the event and enjoy the exclusive benefit of any profit resulting from such.
 6. The Chamber shall communicate progress and compliance with the terms of this Agreement at the request of the City. The final post-Festival report shall include a recap of the Festival and detail the successes and challenges, and accounting of

expenses of not less than the amounts designated for each year in Section 2 above related to the Festival accompanied by copies of invoices, receipts and checks to vendors.

7. The Chamber shall comply with the following submittal deadlines and all other submittal dates as indicated on the Special Event Permit Application.
 - March 31st – Submit Special Event Permit Application (including, if applicable, map of parade route, location and times of street closures), Fireworks Application, Carnival Application and associated documentation, if applicable, including Certificates of Insurance from the Western DuPage Chamber of Commerce and those specific to the Fireworks and Carnival.
 - April 15th – Attend an Application Review meeting to be scheduled by the City, and at least one (1) coordination meeting per month (approximately May 1, June 1, and July 1) in preparation for the event.
 - May 15th – Submit marketing insert in English and Spanish for City newsletter.
 - June 30th - Submit written confirmation of scheduled inspections from Community Development Department, West Chicago Fire Protection District and the DuPage County Health Department. Written confirmation shall be provided that all carnival workers have had their required background checks by this date. If there is a beer tent, written confirmation shall be provided that indicates that Bassett training, through the City if such is available, and ticket seller training occurred by this date.
 - June 30th - Secure the site and obtain all required approvals for a compliant fireworks display, if applicable.
8. If either party elects to cancel this agreement, than such shall be done via written notification to the other party by December 31 of the year preceding the next scheduled Railroad Days event.
9. If either party elects to enforce the provisions of this contract in a court of law, the venue shall be in the Circuit Court of DuPage County. The successful party in any action to enforce the terms of this Agreement is entitled to reimbursement for its reasonable costs and attorney's fees.
10. The Chamber agrees to maintain, at its expense, workers' compensation insurance, and to fully protect its employees from any and all claims filed under the Workers' Compensation or similar statutes of this State. Such insurance shall be maintained in those amounts required by statute. The Chamber agrees to maintain, at its own expense, general liability insurance in amounts not less than \$5,000,000 aggregate and shall name the City, the West Chicago Park District, the West Chicago Fire Protection District, and their respective officials, agents, employees and volunteers all as additional insureds under the policy. The

Chamber's insurance coverage shall be primary as respects the City, the West Chicago Park District, the West Chicago Fire Protection District, and their respective officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, the West Chicago Park District, the West Chicago Fire Protection District, and their respective officials, employees, agents and volunteers shall be excess of the Chamber's insurance and shall not contribute with it. The Chamber shall ensure that the City receives original certificates of insurance and endorsements evidencing the existence of such coverage by the end of March each year, which shall be continued during any periods in which this Agreement is in force.

The Chamber hereby agrees to indemnify and hold harmless the City of West Chicago and the West Chicago Park District and their directors, officers, agents and employees from and against any and all claims, demands, actions, causes of action and other liabilities and expenses, including but not limited to attorney's fees, arising out of or in connection with the Festival, including but not limited to any such claims that may be asserted by any employees of the Chamber, any contractor, vendor or other service provider for the Festival. This indemnification provision shall survive the term of this agreement or any cancellation or abandonment of the terms and conditions contemplated herein.

The Chamber is responsible for obtaining, verifying and retaining all vendor and participant Certificates of Insurance and Waivers.

The Chamber hereby agrees that any and all work conducted at the Festival site shall be performed in accordance with all applicable laws of the City to provide a safe working environment for the Festival workers, volunteers and general public. Furthermore, the Chamber agrees to secure by means of contract/agreement with vendors for fireworks and carnival to provide additional insurance coverage as primary as respects the City, West Chicago Park District and the West Chicago Fire Protection District and their respective officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, the West Chicago Park District, and the West Chicago Fire Protection District and their respective officials, employees, agents and volunteers shall be excess of the vendor's insurance and shall not contribute with it. The Chamber is responsible for ensuring that all insurance requirements are met.

The Chamber hereby grants the City permission to talk directly with its insurance company to ensure that the Certificate of Insurance and the Endorsements comply with the terms of this Agreement and the City Code. The Chamber shall also secure the written authorization of the companies conducting the Fireworks and the Carnival to allow the City permission to talk directly with their respective insurance companies to ensure that the Certificate of Insurance and the Endorsements comply with the terms of this Agreement and the City Code.

11. Neither this agreement nor any interest herein, or claim hereunder, shall be assigned or transferred by either the City or the Chamber.

CITY OF WEST CHICAGO

By: _____
Ruben Pineda
Mayor

Date: _____

Attest:

By: _____
Nancy M. Smith

City Clerk

WESTERN DUPAGE
CHAMBER OF COMMERCE

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____
Name: _____

Title: _____

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Ordinance No. 20-O-0005
Amending Chapter 8, ARTICLE I – ADMINISTRATIVE
ADJUDICATION SYSTEM of the West Chicago Code of Ordinances.

AGENDA ITEM NUMBER: 4.E.

COMMITTEE AGENDA DATE: April 27, 2020
COUNCIL AGENDA DATE: May 4, 2020

STAFF REVIEW: Michael Uplegger, Chief of Police

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

Staff would like to revise the City Code concerning the Administrative Adjudication System so that it matches State Statute. On July 1, 2020 the License to Work Act (Public Act 101-0623) takes effect. This Act repeals the Secretary of State's authority to suspend a person's driver's license when the person has failed to pay 10 or more violations of a municipality's or county's vehicular standing, parking or compliance regulations established by Ordinance pursuant to Section 11-208.3 of the Illinois Vehicle Code.

ACTIONS PROPOSED:

Staff recommends adoption of Ordinance No.20-O-0005.

COMMITTEE RECOMMENDATION:



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE – Secretary of State

March 2, 2020

As you are most likely aware, Public Act 101-0623, referred to as the License to Work Act, which takes effect on July 1, 2020 repeals the Secretary of State's (SOS) authority to suspend a person's driver's license when the person has failed to pay 10 or more violations of a municipality's or county's vehicular standing, parking or compliance regulations established by ordinance pursuant to Section 11-208.3 of the Illinois Vehicle Code.

As these suspensions do not take effect until 60-days after the SOS processes a certified report submitted by a municipality or county, as of May 1, 2020 the SOS will no longer accept certified reports requesting SOS to suspend a driver's license for these unpaid violations. Additionally, all current driver's license suspensions for unpaid standing, parking or compliance violations pursuant to 11-208.3 will be rescinded, effective July 1, 2020.

If you have any questions regarding this process, please contact us at 217-785-9439

**Driver Services Department
Compliance & Support Section
2701 S. Dirksen Parkway
Springfield, Il. 62723**

ORDINANCE NO. 20-O-0005

**AN ORDINANCE AMENDING CHAPTER 8, ARTICLE I, ADMINISTRATIVE
ADJUDICATION SYSTEM, OF THE WEST CHICAGO CODE OF ORDINANCES**

WHEREAS, the City of West Chicago (hereinafter referred to as “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the City is authorized and empowered, under the Illinois Municipal Code, 65 ILCS 5/11-20-5 to regulate for the public health; and

WHEREAS, the City is authorized, pursuant to its police power, 65 ILCS 5/11-1-1, to carry out the powers delegated to it under its grants of authority; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of West Chicago, DuPage County, Illinois, as follows:

Section 1: That Chapter 8, Section 8.13, (Driver’s license suspension for unpaid parking violations) of the Code of Ordinances of the City of West Chicago be deleted.

Section 2. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 4th day of May 2020.

Alderman J. Beifuss	_____	Alderman L. Chassee	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman Ferguson	_____
Alderman Birch Ferguson	_____	Alderman S. Dimas	_____
Alderman C. Swiatek	_____	Alderman M. Garling	_____
Alderman R. Stout	_____	Alderman J. Short	_____
Alderman N. Ligino-Kubinski	_____	Alderman J. Jakabcsin	_____

APPROVED as to form: _____
City Attorney

APPROVED this 4th day of May 2020.

Mayor Ruben Pineda

ATTEST:

City Clerk, Nancy M. Smith

PUBLISHED: _____

Chapter 8 - ADMINISTRATIVE ADJUDICATION SYSTEM

ARTICLE I. - ADMINISTRATIVE ADJUDICATION SYSTEM¹¹

Footnotes:

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Editor's note— Ord. No. 18-O-0047, § 1, adopted Aug. 4, 2018, amended Art. I in its entirety to read as herein set out. Former Art. I, §§ 8-1—8-14, pertained to similar subject matter, and derived from Ord. No. 18-O-0017, 5-7-2018.

Sec. 8-1. - Creation of administrative adjudication system.

- (a) Pursuant to Division 2.1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 et seq., which authorizes municipalities to implement a system of administrative adjudication, there is created a system of administrative adjudication of charges of Code violations for the city of West Chicago. The system will authorize an administrative law judge to conduct adjudicatory hearings of cases instituted by city departments.
- (b) The city adopts Division 2.1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 et seq., as it may be amended from time to time. In the event of a conflict between said statutes and this article, this article shall prevail.
- (c) The adoption of this article does not preclude the city from using other lawful methods to enforce the provisions of this Code.

(Ord. No. 18-O-0047, § 1, 9-4-2018)

Sec. 8-2. - Purpose.

The purpose of the administrative adjudication system for Code violations is to provide a procedure by which charges of Code violations can be equitably and efficiently adjudicated administratively by an administrative law judge.

(Ord. No. 18-O-0047, § 1, 9-4-2018)

Sec. 8-3. - Jurisdiction.

Those matters subject to the administrative adjudication system provided for by this article are charges of violation of any regulation of the City of West Chicago, excluding traffic violations that regulate the movement of vehicles, so long as the relief sought is not a penalty of incarceration or a total fine in excess of fifty thousand dollars (\$50,000.00), excluding allowable costs. The fifty thousand dollars (\$50,000.00) limitation shall not apply to those cases brought to enforce the collection of any tax imposed and collected by the city.

(Ord. No. 18-O-0047, § 1, 9-4-2018)

Sec. 8-4. - Administrative hearings supervisor.

- (a) There is hereby established the office of administrative hearings. That office shall be directed by an administrative hearings supervisor, who shall be the city administrator, or his/her designee. The administrative hearings supervisor's function is to expedite the prosecution and/or correction of Code violations subject to the jurisdiction of the administrative adjudication system. The administrative hearings supervisor is authorized to manage the administrative adjudication process in the manner provided for in this article, which shall include determining the qualifications of administrative law judges, appointing administrative law judges, upon the appointment by the mayor and with the advice and consent of the city council; and establishing such rules and regulations, as may be necessary for the effective operation of the administrative adjudication system. The city administrator may also appoint other persons to assist with the administrative adjudication system provided for in this article.
- (b) Any violation prosecuted under administrative adjudication which is not listed in the below table is subject to the general penalty provisions of section 1-8 of this Code.
- (c) Any offense listed in the below table of this chapter may be settled, comprised and paid in the respective amounts and within the respective time frames set forth in the below table of offenses and fines.

Chapter/Section	Title/Offenses	Minimum Fine/Fine Paid Before Hearing	Maximum Fine
Chapter 17 Article I, § 17-1	West Chicago Vehicle and Traffic Code. Adoption by reference of the Illinois Vehicle Code (IVC)		
5/3-401	No valid registration	\$50.00	\$100.00
5/3-413(a)	No front/rear registration plate	\$50.00	\$100.00
5/3-413(b)	Improper display of license plate	\$50.00	\$100.00
5/3-413(f)	Operation of vehicle with expired registration	\$50.00	\$100.00
5/3-413(g)	Use of license plate cover	\$50.00	\$100.00
5/3-701	Inoperable odometer under mileage plates	\$50.00	\$100.00
5/1-100 et seq.	Miscellaneous traffic code violations	\$50.00	\$100.00
5/6-112	Driver's license not on person	\$50.00	\$100.00
5/6-116	Failure to notify Secretary of State—Change of address	\$50.00	\$100.00
5/12-713	Improperly marked vehicles—Contractor	\$50.00	\$100.00

5/12-101	Unsafe equipment	\$50.00	\$100.00
5/12-201(a)	Driving motorcycle without lighted headlight	\$50.00	\$100.00
5/12-201(b)	Driving without lights when required	\$50.00	\$100.00
5/12-201(b)	Only one tail light	\$50.00	\$100.00
5/12-201(c)	No rear license plate light	\$50.00	\$100.00
5/12-202	Clearance, identification and side marker lamps	\$50.00	\$100.00
5/12-204	Improper lamp or flag on projected load	\$50.00	\$100.00
5/12-205	Lamps on other vehicles and equipment	\$50.00	\$100.00
5/12-205.1	Implements of husbandry or slow moving vehicles—Display of amber signal lamp	\$50.00	\$100.00
5/12-207	Improper use of spot lamp/aux driving lamps	\$50.00	\$100.00
5/12-208(a)	No stop lights	\$50.00	\$100.00
5/12-208(b)	No turn signal (vehicle)	\$50.00	\$100.00
5/12-208(c)	No turn signal (trailer or semitrailer)	\$50.00	\$100.00
5/12-209(a)	Other lighting violation	\$50.00	\$100.00
5/12-209(b)	Other lighting violation	\$50.00	\$100.00
5/12-209(c)	Defective back-up lights	\$50.00	\$100.00
5/12-210	Failure to dim headlights	\$50.00	\$100.00
5/12-211	Only one headlight	\$50.00	\$100.00
5/12-212(a)	Restrictions on lamps	\$50.00	\$100.00
5/12-212(b)	Flashing lights	\$50.00	\$100.00

5/12-215	Oscillating, rotating of flashing lights	\$50.00	\$100.00
5/12-218	Illegal auxiliary accent lighting on motorcycle	\$50.00	\$100.00
5/12-301	Defective brakes	\$50.00	\$100.00
5/12-405(c)	Use of unsafe tire	\$50.00	\$100.00
5/12-501(a)	No windshield	\$50.00	\$100.00
5/12-502	No rear view mirror	\$50.00	\$100.00
5/12-503(a)	Illegally tinted windows	\$50.00	\$100.00
5/12-503(c)	Obstructed windshield	\$50.00	\$100.00
5/12-503(d)	Obstructed windows—Snow, ice, moisture	\$50.00	\$100.00
5/12-503(d)	No windshield clearing device (wipers)	\$50.00	\$100.00
5/12-503(e)	Defective windshield, side or rear windows	\$50.00	\$100.00
5/12-601(a)	Defective or no horn	\$50.00	\$100.00
5/12-601(b)	Horns and warning devices violation	\$50.00	\$100.00
5/12-602	Loud muffler—Excessive noise	\$50.00	\$100.00
5/12-604(a)	Video devices violations	\$50.00	\$100.00
5/12-606	Miscellaneous tow truck violations	\$50.00	\$100.00
5/12-607	Illegal suspension (first division vehicle)	\$50.00	\$100.00
5/12-607.1(a) and (b)	Illegal suspension (second division vehicle)	\$50.00	\$100.00
5/12-608	No bumper or unlawful bumper height	\$50.00	\$100.00
5/12-610(a)	Illegal use of headset	\$50.00	\$100.00

5/12-611	Illegal operation of sound amplification—75'	\$50.00	\$100.00
5/12-702	No flags, flares, warning devices carried	\$50.00	\$100.00
5/12-709(a)	No slow moving vehicle emblem	\$50.00	\$100.00
5/12-710	Inadequate or no splash guards (mud flaps)	\$50.00	\$100.00
5/13-111	Operation without valid certificate of safety	\$50.00	\$100.00
5/15-316(c)	Violation of local weight restrictions	\$50.00	\$100.00

(Ord. No. 18-O-0047, § 1, 9-4-2018; Ord. No. 19-O-0004, § 1, 4-1-2019)

Sec. 8-5. - Qualifications of administrative law judge.

Prior to conducting administrative adjudication proceedings under this article, the administrative law judges shall have successfully completed a formal training program that includes the following:

- (1) Instruction on the rules of procedure of the administrative hearings over which the administrative law judges shall preside;
- (2) Orientation to each subject area of the Code violations they will adjudicate;
- (3) Observation of administrative hearings; and
- (4) Participation in hypothetical cases, including ruling on evidence and issuing final orders.

In addition, an administrative law judge must be an attorney licensed to practice law in the State of Illinois for at least three (3) years, and be in good standing with the Attorney Registration and Disciplinary Commission of the Supreme Court of Illinois. An administrative law judge may not be a resident of the City of West Chicago.

(Ord. No. 18-O-0047, § 1, 9-4-2018)

Sec. 8-6. - Scope of authority of administrative law judges.

Administrative law judges shall preside over adjudicatory hearings. The authority of an administrative law judge shall encompass all acts necessary to conduct fair and impartial adjudicatory hearings, including, but not limited to:

- (1) Hearing testimony and accepting evidence that is relevant to the existence of the Code violation.
- (2) Administering oaths and affirmations to witnesses.
- (3) At the request of any party or on the administrative law judge's own motion, issuing subpoenas for the attendance of relevant witnesses and/or the production of relevant books, records, or other information. Subpoena issuance shall be at the discretion of the administrative law judge, where it is determined that the requested witness or document is material to the defense of the

allegations and does not constitute a needless presentation and that the elements of the defense sought to be proved could not otherwise be established without the production of the requested evidence.

- (4) Preserving the record of the hearing, including all exhibits and evidence admitted into the record at the hearing.
- (5) Issuing a determination based upon a review of the notice of violation, citation, other charging document (hereinafter, "charging document") and on the evidence admitted, which determination shall be final for purposes of judicial review under the Illinois Administrative Review Act. The determination shall be in writing, shall be signed by the administrative law judge, shall be designated as finding(s), decision, and order, and shall include the fine, penalty or action with which the respondent must comply.
- (6) Upon finding a respondent liable for violating one (1) or more charged Code provisions:
 - a. Imposing penalties as provided by the governing penalty provision, except, however, that in no event shall an administrative law judge have authority to (i) impose a penalty of incarceration, or (ii) impose a fine in excess of fifty thousand dollars (\$50,000.00), excluding allowable costs. When applicable, each day a Code provision is found to have been violated by the respondent shall constitute a separate offense, and each separate offense subjects the respondent to the penalty provided by the governing penalty provision.
 - b. Imposing, in addition to fines, administrative and/or enforcement costs and, when applicable, imposing costs incurred by the city for effecting compliance with Code provision(s) for which a respondent has been found liable.
 - c. Ordering, notwithstanding fines imposed or costs assessed, the respondent to comply with Code provision(s) found to have been violated, and, if appropriate, ordering the respondent to post a compliance bond as provided by subsection 8-11(b).
 - d. Ordering, regardless of fines imposed or costs assessed, the respondent to perform a term of community service.
- (7) Adhering to the policies, procedures, and legislation set forth in the city Code, except where discretion is specifically vested in the administrative law judge. However, an administrative law judge is authorized to waive the fine and/or costs that otherwise would be imposed upon finding a respondent liable for one (1) or more Code violations when the administrative law judge specifically finds as a matter of fact that the violation(s) occurred under such circumstances that, as a reasonable person, would constitute an excuse for the violation(s).
- (8) Asking questions of the parties and witnesses, if necessary, to ensure the clarity and completeness of the testimony and the record.
- (9) Regulating the course of the hearing in accordance with this article, the rules adopted by the administrative hearings supervisor for the conduct of administrative hearings, and other applicable law.
- (10) Hearings on appeals from the orders of the administrative hearings supervisor, or his designee.

(Ord. No. 18-O-0047, § 1, 9-4-2018)

Sec. 8-7. - Administrative hearings.

- (a) All administrative hearings conducted by an administrative law judge are open to the public and shall be presided over by a duly appointed administrative law judge who is charged with providing the parties a full and fair opportunity to be heard.
- (b) The city shall not be represented by an employee or other representative of the office of administrative hearings. However, documentary evidence, prepared by another department of the

city and submitted to the administrative law judge, may be presented at the hearing by the administrative hearing supervisor.

- (c) All administrative hearings shall be conducted on the date set for hearing. In rare instances and for good cause shown, a continuance may be granted at the discretion of the administrative law judge. The purpose of administrative hearings is to provide a prompt resolution of alleged Code violations. Accordingly, the request for, and the grant of, continuances shall be curtailed to the extent fairness permits. Lack of preparation shall not be grounds for a continuance. Continuances shall not be granted for more than two (2) months or twice per case, unless good cause is shown.
- (d) The administrative law judge may issue subpoenas.
- (e) The formal and technical rules of evidence may be waived in the conduct of the hearing. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
- (f) The administrative law judge shall permit persons to contest the merits of an alleged violation subject to the administrative adjudication procedures of this article without attending a hearing. Any person, who wishes to contest a vehicular violation, must file a notarized statement of facts specifying grounds for contesting the violation notice, which must be filed with the office of administrative hearings, postmarked within ten (10) days of the issuance of the notice of violation. The request shall be deemed filed, if postmarked by such due date. The submission of a notarized statement of facts is a waiver of the person's right to a personal appearance and the administrative law judge will make his/her decision based upon the notarized statement of facts submitted by the person and the facts contained in the notice of violation(s).
- (g) No violation may be established except upon proof by a preponderance of the evidence. However, the original or a legible copy of the charging document, issued in accordance with the applicable provisions of this Code, shall be prima facie evidence of the correctness of the facts specified in the document.
- (h) The administrative hearings supervisor shall determine the manner in which the record shall be preserved. Such preservation may be made by tape recording or other appropriate means, in accordance with the Illinois Open Meetings Act. Recording by any means by any member of the public is prohibited unless expressly authorized by the administrative hearings supervisor. The record of all hearings before an administrative law judge shall include a copy of the findings, decision, and order of the administrative law judge's final determination.
- (i) At the conclusion of a hearing, the administrative law judge shall issue his/her final determination. If the administrative law judge issues a final determination of liability, he or she may impose fines, assess costs, and make orders, all as provided by subsection 8-6(6), and as are consistent with the specific Code provision(s) found to have been violated.
- (j) At the conclusion of the hearing, the administrative law judge shall inform the parties orally and in writing of his determination. Such determination shall constitute a final determination for purposes of judicial review and is subject to review under the Illinois Administrative Review Act. Based on the charging document and the evidence admitted, the administrative law judge may issue the following determinations: liable, not liable, or liable upon a plea of no contest. The administrative law judge also may dismiss the case with or without prejudice or grant a properly made motion by the city voluntarily dismissing the case.

(Ord. No. 18-O-0047, § 1, 9-4-2018)

Sec. 8-8. - Procedure.

All matters to be adjudicated by the administrative law judge shall be commenced against the party alleged to have violated one (1) or more Code provisions by issuing and serving upon that party a charging document and shall be conducted in accordance with the following procedures:

- (1) The charging document shall be issued by a city officer or employee so authorized and served as provided for in subsection 8-8(3).
- (2) a. Any charging document issued pursuant to this section 8-8 shall contain the following information:
 1. The name; city department; position; and identification number, if applicable, of the person issuing the charging document;
 2. The name and address of the person or entity being charged with one (1) or more Code violations ("respondent");
 3. The name and address of the person to whom the charging document is given if that person is not the respondent;
 4. The section(s) of the Code alleged to have been violated;
 5. The date, time, and place of the alleged violation(s);
 6. A legally sufficient description of the activity or conduct alleged to constitute a violation of each Code section set forth in the charging document or a legally sufficient description of the facts giving rise to the allegations set forth in the charging document;
 7. The complainant's name if the complainant is not the issuing city officer or employee.

The city officer or employee shall certify the correctness of the information required by this subsection (2)1. by signing his/her name to the charging document to be issued. Compliance with this subsection (2)1. shall establish a prima facie case.
- b. A charging document issued pursuant to subsection (2)1. also shall set forth:
 1. The date, time and place of the adjudicatory hearing to be held with respect to the violation(s) alleged in the charging document; and
 2. The legal authority and jurisdiction under which the hearing will be held.
- (3) a. The hearing shall be scheduled with reasonable promptness, provided that for hearings scheduled in all nonemergency situations, the respondent shall have at least fifteen (15) days after service of process to prepare for a hearing, if requested by the respondent. For purposes of this subsection, "non-emergency situation" means any situation that does not reasonably constitute a threat to the public interest, safety or welfare.
- b. The respondent named in a charging document shall be given notice of the date of the adjudicatory hearing which may appear on the face of the notice of violation, citation, or other charging document. Notice of the hearing date may be given in any of the following ways:
 1. By first class mail or by overnight or two-day commercial delivery service at the respondent's last known address or if the respondent is a business entity, at any address identified for its registered agent or at its principal place of business;
 2. By personal service;
 3. By posting upon the property that is the site of the alleged violation(s) when the respondent is the owner or person in control of the property; or
 4. By any other means permitted by law for service of civil summons.
- c. If service is provided by first class mail or by overnight or two-day commercial delivery service, the fifteen-day period shall begin to run on the day that the notice is deposited in the mail or given to the commercial delivery service, as applicable.
- (4) The original or a legible copy of the notice of violation, citation, or other charging document shall be filed with the office of administrative hearings as soon as practicable at the place and in

the manner as the administrative hearings supervisor directs. Upon receiving the original or legible copy of the charging document, the administrative hearings supervisor shall select a hearing date and give respondent notice of the date, time, and place of the hearing in the manner set forth in subsection (3)c., unless the charging document sets forth the date, time, and location of the hearing and was served on the respondent as provided in subsection (3)b.

- (5) Parties to an adjudicatory hearing may be represented by an attorney, present witnesses, and cross-examine opposing witnesses. Parties may request the administrative law judge to issue subpoenas according to the authority granted in subsection 8-6(3).

(Ord. No. 18-O-0047, § 1, 9-4-2018)

Sec. 8-9. - Representation at hearings.

- (a) *City representation.* The case for the city may be presented by a city employee, or by an attorney designated by the city attorney, but not by an employee or other representative of the office of administrative hearings except as allowed by subsection 8-7(b).
- (b) *Respondent representation.* The case for the respondent may be presented by the respondent or by an attorney or agent of the respondent. An attorney or agent appearing at an adjudicatory hearing on behalf of a respondent shall present the administrative law judge with a signed appearance form stating, on oath or affirmation, that he or she has been authorized by the respondent to represent the respondent at the hearing.

(Ord. No. 18-O-0047, § 1, 9-4-2018)

Sec. 8-10. - Default.

- (a) If at the time set for hearing, the respondent, or his/her attorney or agent of record, fails to appear, the administrative law judge may enter a default judgment of liability against the respondent and impose fines and assess costs. A copy of the order of default shall be served in any manner permitted by this article and applicable to the violation. The order shall advise the respondent of the procedure for setting aside the default judgment and shall also apprise the respondent of the availability of an appeal of the default judgment to the Circuit Court of DuPage County. The default judgment shall be mailed promptly to the respondent as provided by subsection 8-8(3)a. The default judgment constitutes a final determination for purposes of judicial review and is subject to review under the Illinois Administrative Review Act.
- (b) A respondent against whom a default judgment has been entered may file a motion with the office of administrative hearings to set aside the default judgment and request a new hearing. A motion to set aside a default judgment may be filed at any time if the respondent alleges lack of subject matter or personal jurisdiction. In all other cases, the motion must be filed within twenty-one (21) days of entry of the default judgment. A motion to set aside a default judgment shall set forth the reason(s) the respondent failed to appear on the original hearing date. The administrative law judge shall hear and rule on the motion. If the administrative law judge grants the motion, a hearing will be held immediately on the alleged Code violation(s) set forth in charging document unless the respondent requests another hearing date and presents good cause for continuing the hearing.
- (c) If any default judgment is set aside pursuant to this section 8-10, the administrative law judge shall have authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the city as a result of the vacated default judgment.

(Ord. No. 18-O-0047, § 1, 9-4-2018)

Sec. 8-11. - Fines; compliance bond.

- (a) All fines and other payments must be made within ten (10) calendar days from the date of the final determination.
- (b) If the administrative law judge issues an order of compliance, the administrative law judge may order the respondent to post either a cash bond or other security bond to ensure respondent's timely compliance. Any non-cash security bond shall name the city as beneficiary and shall be in the amount specified by the administrative law judge. Any bond issued as a result of an administrative law judge's order is subject to review and approval for sufficiency of the bond by the city administrator. If the respondent fails to timely remedy the Code violation(s) for which a bond has been issued and the city undertakes remediation or otherwise expends funds related to the Code violation(s), the administrative law judge, after giving the parties notice and opportunity to be heard, may issue an order permitting the city to draw against the bond in an appropriate amount. The administrative law judge shall order the bond amount, less the reasonable costs incurred by the city, returned to the respondent upon proof of compliance. Upon failure to achieve compliance, the administrative law judge shall, upon written petition of the city, increase the assessed fine by ten (10) percent for each day beyond the original compliance date that compliance has not been achieved.
- (c) Nothing in this article shall prevent the administrative hearings supervisor from issuing citations which are payable to the city without a hearing.

(Ord. No. 18-O-0047, § 1, 9-4-2018)

Sec. 8-12. - Enforcement of administrative law judge's order.

- (a) Any fine and any administrative, enforcement, or compliance costs imposed by an administrative law judge's order that remain unpaid after the exhaustion of, or the failure to exhaust, judicial review procedures, unless stayed by a court of competent jurisdiction, shall be a debt due and owing the city and may be collected in accordance with applicable law.
- (b) After the expiration of the period for which judicial review may be sought, unless stayed by a court of competent jurisdiction, the determination of liability of an administrative law judge may be enforced in the same manner as a judgment entered by a court of competent jurisdiction. At such time, the administrative hearings supervisor shall send a notice of final determination of liability to respondent.
- (c) Any fine, penalty, and/or cost remaining unpaid after the notice of final determination of liability is sent shall constitute a debt due and owing the city. Failure of the respondent to pay such fine or penalty within twelve (12) days of the notice may result in a lien against the respondent's property (and foreclosure of such a lien) or such other remedies as may be available by law, including the denial of the issuance or renewal of licenses or permits from the city.
- (d) In any case in which a respondent fails to comply with an administrative law judge's order to correct a Code violation, any expenses incurred by the city to enforce the administrative law judge's order, including but not limited to attorney's fees, court costs and costs related to property demolition or foreclosure, shall be a debt due and owing the city. Prior to any expenses being fixed by an administrative law judge pursuant to this subsection (d), the respondent shall be provided with notice that directs the respondent to appear at a hearing before an administrative law judge to determine whether the respondent has failed to comply with the administrative law judge's order. The notice shall set the place and the time for the hearing, which shall not be less than seven (7) days from the date the notice is served. Notice may be served by first class mail or by an overnight or two-day commercial delivery service and the seven-day period shall begin to run on the date that the notice was personally served, deposited in the mail or placed with the overnight or commercial delivery service.
- (e) Nothing in this section shall prevent the city from enforcing or seeking to enforce any order of an administrative law judge in any manner provided by law.

(Ord. No. 18-O-0047, § 1, 9-4-2018)

~~Sec. 8-13. Driver's license suspension for unpaid parking violations.~~

- ~~(a) A notice of impending suspension of a person's driver's license shall be sent to any person determined to be liable for the payment of any fine or penalty that remains due and owing on ten (10) or more vehicular standing or parking regulation violation(s):~~
- ~~(1) The notice shall state that the failure to pay the fine or penalty owing within forty-five (45) days of the date of the notice will result in the municipality's notifying the Secretary of State that the person is eligible for initiation of suspension proceedings under Chapter 625 ILCS 5/6-306.5, which section is incorporated herein by reference.~~
 - ~~(2) The notice of impending driver's license suspension shall be sent by first class mail, postage prepaid, to the address recorded with the Secretary of State.~~
 - ~~(3) The notice shall also state that the person may obtain a photostatic copy of an original ticket imposing a fine or penalty by sending a self-addressed, stamped envelope to the municipality along with a request for the photostatic copy.~~
- ~~(b) Upon a failure to pay fines and penalties deemed due and owing the municipality after the exhaustion of administrative procedures set forth in chapter 8, article I, for ten (10) or more vehicular parking violations, the hearings supervisor, or his/her designee, shall make a certified report to the secretary of state stating that the owner of a registered vehicle has failed to pay any fine or penalty due and owing the municipality as a result of ten (10) or more violations of municipal vehicular standing or parking regulations and thereby cause the suspension of that person's driver's license.~~
- ~~(c) The hearings supervisor shall take no further action unless and until the fines and penalties due and owing the municipality are paid or upon determination that the inclusion of the person's name on the certified report was in error. At such time, the hearings supervisor shall submit to the secretary of state a notification which shall result in the halting of a driver's license suspension proceedings. The person named therein shall receive a certified copy of such notification upon request and at no charge.~~
- ~~(d) Persons may challenge the accuracy of the certified report by completing a form provided by the hearings supervisor or his/her designee. The form shall specify the grounds on which such challenge is based. Grounds for challenge shall be limited to the following:~~
- ~~(1) The person was neither the owner nor the lessee of the vehicle so receiving ten (10) or more violation notices on the date or dates such notices were issued; or~~
 - ~~(2) The person has paid the fine and/or penalty for the ten (10) or more violations indicated on the certified report.~~
- ~~(e) The hearings supervisor shall render a determination within fourteen (14) business days of receipt of the objection form and shall notify the objector of the determination.~~

~~(Ord. No. 18-O-0047, § 1, 9-4-2018)~~

Sec. 8-14. - Election of remedies.

In no case may an administrative law judge conduct an adjudicatory hearing for an alleged Code violation where the remedy is a punishment of imprisonment.

Nothing in this article, however, shall preclude the city from petitioning a court of competent jurisdiction to adjudicate any ordinance violation or an ordinance violation, which provides the remedy of imprisonment, or from petitioning a court of competent jurisdiction to impose the remedy of imprisonment for failure to comply with an order of an administrative law judge.

(Ord. No. 18-O-0047, § 1, 9-4-2018)

WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



**JANUARY
2020**

Michael Uplegger, Chief of Police

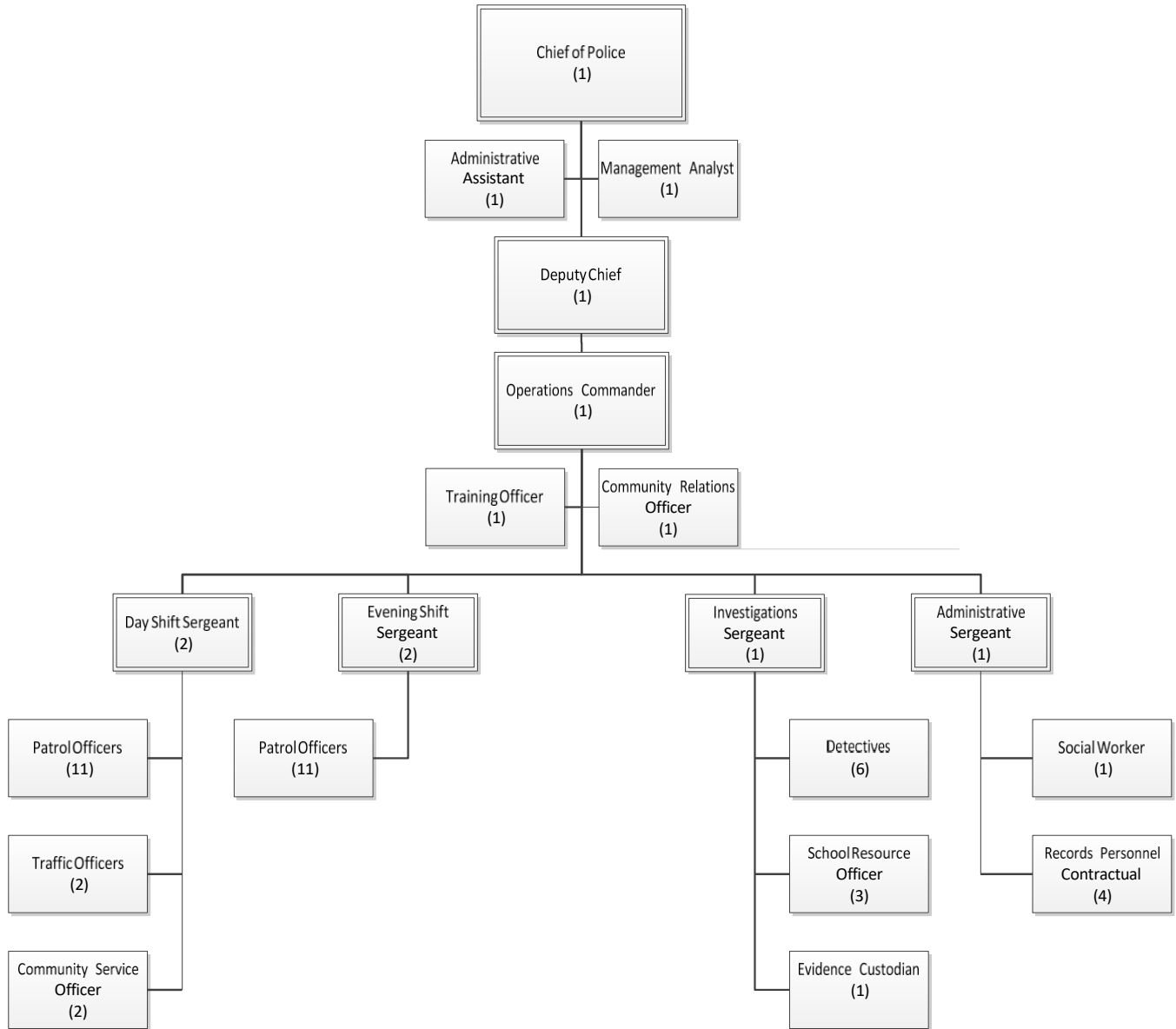
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Organizational Chart

West Chicago Police Department

10/13/2019



Department Overview

The Mission of the West Chicago Police Department is to Protect Life and Liberty, Provide Quality Police Services, and Forge Community Partnerships with Integrity and Professionalism.

There are three divisions in the Police Department: Office of the Chief of Police, Support Services Division and Operations Division.

The Office of the Chief of Police's primary responsibility is to provide general management direction and control for the Department. The Office of the Chief of Police consists of the Management Analyst, and the Administrative Assistant.

The Support Services Division consists of Vehicle and Building Maintenance, Records and Social Services.

The Operations Division consists of Uniformed Patrol, Training Officer, Community Relations, Traffic Safety Unit, the Investigations Unit, School Resource Officers, Evidence/Property and Community Service Officers.

Personnel

On January 2nd, Nathan Hunt, Richard Dominguez and Joseph Eversole were sworn in as the Department's newest officers. Officers Hunt and Dominguez began basic training at the Suburban Law Enforcement Academy in Glen Ellyn on January 6th. Officer Eversole was hired as an active sworn officer and did not need to attend the academy. He started field training at the Department on January 6th.



On January 5th, Officer Antonio Reyes was promoted to the rank of Sergeant and assigned to dayshift.

On January 9th, after twenty-seven years of service, Officer Michael Rosenwinkel completed his last day of work. The Department wishes him well in his future endeavors.



On January 17th, Sergeant Samuel successfully completed Northwestern University's Center for Public Safety's School of Staff and Command. This ten week course prepares law enforcement managers for senior positions by combining academic principles with practical applications.

Personnel

On January 18th, members of the Police Department and the West Chicago Fire Protection District battled each other on the basketball court in the Kwasman Klassic. The Police Department prevailed 51-39. The event benefitted the local Special Olympics Program.



On January 29th and 30th, children from the West Chicago Park District's Keppler Academy toured the Station.



Criminal Activities

Residential Burglary:

Person(s) unknown forced entry to a residence in the 600 block of Hampton Course. Access had been made to the home by breaking a rear basement window. The suspect exited the front door, entered a waiting vehicle and left the scene. The suspect vehicle was reported stolen out of Campton Hills, IL. Investigation is ongoing.

Person(s) unknown entered a residence in the 300 block of Post Oak Circle. The homeowner heard a loud noise from the rear of the home. A resident went to investigate the noise, walked toward the open basement door and observed a subject with a flashlight. The offender shut the basement door and fled to a waiting vehicle. Nothing is known to be missing. Investigation is ongoing.

Person(s) unknown entered a residence in the 300 block of Hemlock Ln. Entry had been made by breaking a glass door on the rear of the home. As the homeowner entered the residence from the garage, a suspect in the mudroom shut the door on the homeowner. The homeowner fled and called 911. Shortly afterward, a vehicle was seen fleeing the area. A Wood Dale Police Department K9 checked the residence and area, but no one was located. Nothing is known to be missing from the home. A vehicle matching the description was stolen out of Warrenville and recovered in Oswego. Investigation is ongoing.

Burglary:

Person(s) unknown entered a shed at a storage yard in the 800 block of Meadowview Crossing and removed three chain saws, four bush trimmers and three backpack leaf blowers. Loss is estimated at \$4,000.00. Investigation is ongoing.

Burglary from Motor Vehicle:

Person(s) unknown removed equipment from two vehicles at a storage yard in the 800 block of Meadowview Crossing. A truck had been entered by cutting a padlock from the rear rollup door. Taken were a concrete saw, four chain saws, a backpack leaf blower, two battery powered drills and a jigsaw. A trailer had also been accessed by cutting the latches off the trailer's side door. Taken from the trailer were two chain saws and a backpack leaf blower. Investigation is ongoing.

Person(s) unknown entered an unsecured vehicle in the 300 block of S. Wilson Ave. and removed a social security card from a wallet in the car.

Person(s) unknown removed a purse from a vehicle in the 300 block of Joliet St. The victim was unsure if the car was locked.

Person(s) unknown entered a vehicle in the 200 block of Post Oak Cir. and removed a backpack containing a laptop computer, charger and power pack. It is unknown if the vehicle had been secured. Loss is estimated at \$600.00.

Person(s) unknown removed \$300 from a vehicle in the 2300 block of Elm Rd. The victim is unsure if the car had been secured. Investigation is ongoing.

Theft of Motor Vehicle/Burglary/Burglary from Motor Vehicle:

Person(s) unknown forced entry into a section of a storage yard in the 800 block of Meadowview Crossing. A trailer in the yard had been entered by cutting the latches to a door on the trailer. Removed from this trailer were two backpack leaf blowers, a string trimmer and a chain saw. An unsecured storage shed had been entered and two snow blowers, two saws and a backpack leaf blower were missing. Also removed from the yard were a truck and trailer which contained three riding mowers, one walk behind mower, six hedge trimmers, two chain saws and six backpack leaf blowers. The keys for the truck were left in the center console of the truck. Investigation is ongoing.

Fraud:

Person(s) unknown altered a check of a business in the 500 block of Conde St. A check, in the amount of \$12,528.22, had been mailed as payment for an invoice. The check was never received by the intended payee and it was learned the check had cleared. A copy of the deposited check was obtained and the pay to name had been altered. Investigation is ongoing.

Person(s) unknown took and altered a check from a business in the 200 block of E. Roosevelt Rd. The business mailed an \$8,740.00 check as payment and later learned it was never received. It was determined the check had been altered to show a different payee and had been deposited into an account. Investigation is ongoing.

Person(s) unknown altered the check of a business in the 1000 block of Atlantic Dr. The business had mailed a \$798.34 check as payment. They were notified the check was never received. It was determined the check had been altered to another name and deposited. Investigation is ongoing.

Criminal Defacement:

Person(s) unknown spray painted gang-related graffiti on the sidewalk and a garbage can in the 400 block of W. Forest Ave.

Theft Under \$500.00:

A known person entered an apartment in the 1200 block of Kings Cir. The suspect stated the victim owed them money so the suspect took \$100.00 that the victim had lying out and then left the apartment.

Person(s) unknown took property from eight victims while they were working at a business in the 1700 block of Downs Dr. Three victims in one building were missing: \$35.00 in cash, a Walmart gift card, a passport, an ID card, car keys and a gold bracelet. Five victims in the second building were missing: \$300.00 cash, a book bag, wallet, debit card, coat, gloves, a phone charger, a red starter jacket and a Samsung charger. Investigation is ongoing.

Person(s) unknown took \$10.00 from a business in the 200 block of E. Roosevelt Rd. Two subjects opened the cash register, removed cash and then fled the scene on foot. Investigation is ongoing.

Person(s) unknown removed the victim's phone, \$30.00 cash and state identification card from the laundromat in the 300 block of Wilson St. The victim placed the items down and when she returned they were missing.

Person(s) unknown took mail from a business in the 1000 block of Carolina Dr. The mail had been removed from a mailbox that does not lock.

Aggravated Criminal Sexual Assault:

The victim reported a known person improperly touched her at an apartment in the 1200 block of Kings Ct. four years ago. Investigation is ongoing.

Criminal Sexual Assault:

A known person attempted to sexually assault the victim at a residence in the 2900 block of Andrus Ln. The victim filed a report with the St. Charles Police Department who notified this Department. Investigation is ongoing.

A known suspect is alleged over the course of five years to have repeatedly inappropriately touched the victim at a location in the 27W500 block of North Ave. The DuPage Children's Center is investigating.

Aggravated Discharge of a Firearm:

Person(s) unknown fired shots from a vehicle in the 100 block of E. Blair St. A residence and vehicle were struck. Several spent shell casings were found in the street. Investigation is ongoing.

Unlawful Discharge of a Firearm:

Person(s) unknown fired multiple shots in the alleyway in the 100 block of W. Brown St. A check of the area was unsuccessful in locating suspects, victims or spent shell casings. Investigation is ongoing. Complainants did not want to be seen and some homeowners were uncooperative. Investigation is ongoing.

Motor Vehicle Theft:

Person(s) unknown filled out an online application to purchase a vehicle at Haggerty Ford, 330 E. Roosevelt Rd. The suspect arrived, completed the paperwork was approved for the purchase, and left with the car. The next day, the dealership was contacted and told the information submitted by the suspect was fraudulent and the loan would not be honored. The suspect was contacted, agreed to return to the dealership, but failed to show. An attempt to reclaim the vehicle at the suspect's given address was unsuccessful. Investigation is ongoing.

Person(s) unknown removed the victim's vehicle from a parking lot in the 700 block of Forest Ave. Investigation is ongoing.

Aggravated Battery:

Person(s) unknown knocked on the victims' apartment door in the 900 block of Lorlyn Dr. When the victims opened the door, they were attacked by two suspects. One of the offenders took hold of a pipe the victim used to block the apartment's sliding glass door from opening, and struck one of the victims in the head with it. The suspects then fled the scene in an unknown direction. Investigation is ongoing.

Monthly Performance

Activities	Oct 2019	Nov 2019	Dec 2019	Jan 2020	YTD 2020	YTD 2019	Total 2019
Traffic Stops	578	429	409	385	385	755	7,565
Traffic Citations	328	239	206	126	126	412	4,545
Traffic Warnings	308	261	254	269	269	447	4,091
Parking Citations	166	103	161	190	190	300	2,301
Traffic Crashes	94	92	74	50	50	74	905
Incident Reports	246	217	215	192	192	260	3,058

Officer Activities

On January 16th, officers were dispatched to a report of a crash between a pickup truck and car on Fabyan Parkway near McChesney Rd. Callers stated there was possible entrapment and the occupants of the car may be unconscious. Officers and the West Chicago Emergency Services Disaster Agency (ESDA) shut down the roadway. West Chicago Fire Protection District personnel extricated two individuals from the car, one of whom was reported as deceased on scene. The Metropolitan Emergency Response and Investigation Team (MERIT) was called to investigate the crash. Investigation is ongoing.

On January 22nd, the Department received information on a suicidal subject with a knife at a residence in the 600 block of Joliet St. The complainant advised the subject suffers from mental illness and had been making both suicidal and threatening statements. All other residents had left the home. Officers Zepeda, Sauseda, Schoonhoven, and Winton, and Detectives Peterson and Herbert and Sergeant Reavley eventually all responded to the home. Movement was observed in the home, but the subject would not answer the door and eventually the subject stopped answering his cell phone. A Merit Crisis Negotiator responded and attempted to make contact with the subject for several hours with no success. The complainant provided a key to make entry to the residence. Entry was made, a search was conducted and the subject was found hiding in a bedroom. The individual complied with orders and was secured. The subject was taken to Northwestern Medicine Central DuPage Hospital for evaluation.

On January 24th at 12:58pm officers responded to the area of Hawthorne Ln. and Rosewood Dr. for a report of shots fired. Officers were advised a vehicle fled the area, heading east on Hawthorne Ln. Winfield Police Officers located the vehicle at Northwestern Medicine Central DuPage Hospital. Seeing the Winfield officer, the driver fled and a pursuit ensued. The suspect vehicle was involved in crash in front of the DuPage County Courthouse. The driver fled on foot. Winfield Police Officers and DuPage County Sheriff Deputies quickly apprehended the subject. After an extensive investigation, it was determined that a drug transaction had been arranged for that day at that randomly chosen location. During this transaction, several participants produced a weapon and multiple shots were fired, injuring three. All parties then fled the scene. One juvenile, from Geneva was charged with Attempted Armed Robbery. A second juvenile, from Batavia was charged with Attempted Armed Robbery and Aggravated Battery. An adult from Elgin, is still under medical care with possible charges pending.

WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



FEBRUARY 2020

Michael Uplegger, Chief of Police

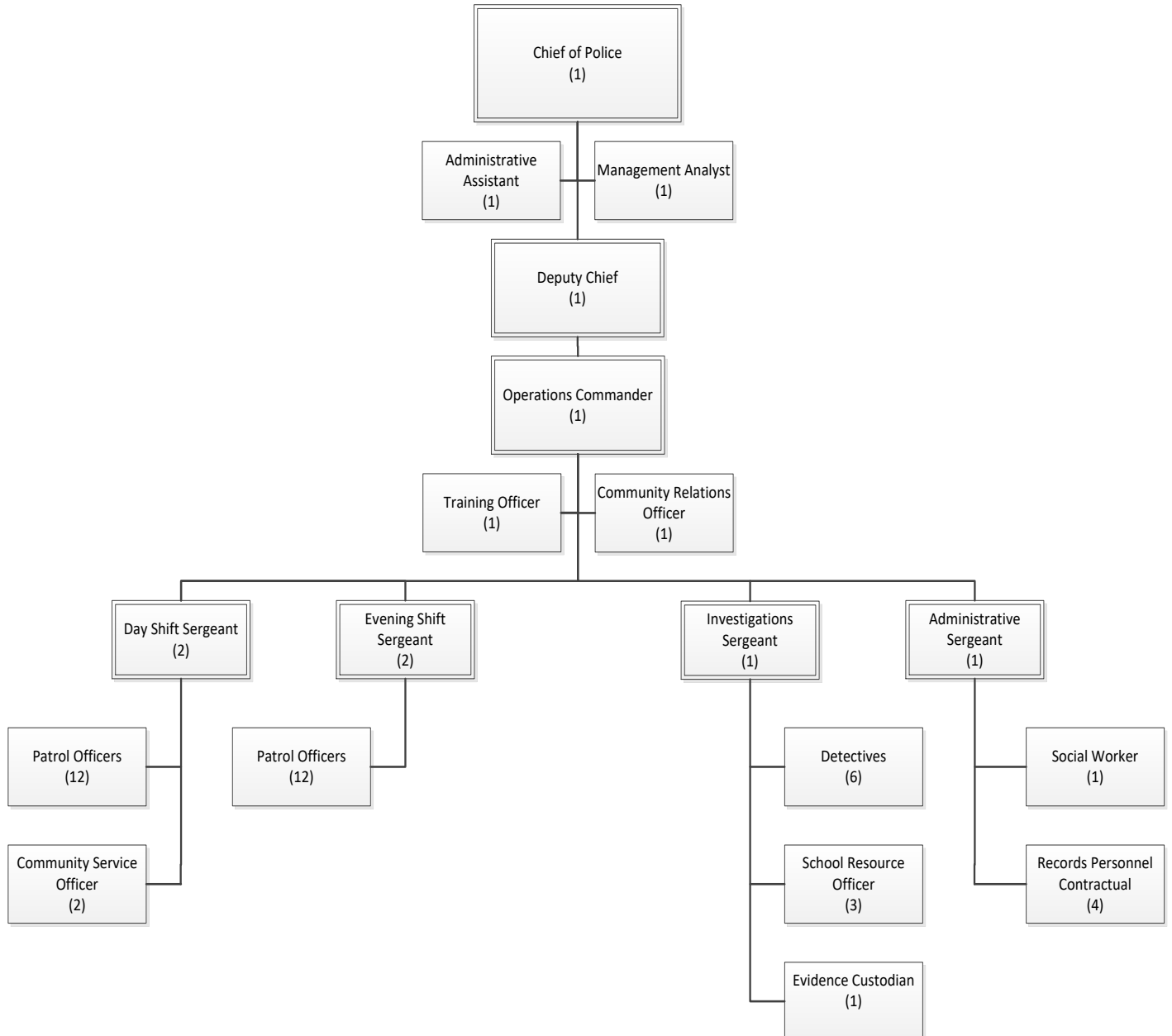
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Organizational Chart

West Chicago Police Department

January 2020



Department Overview

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The Office of the Chief of Police's primary responsibility is to provide general management direction and control for the Department. The Office of the Chief of Police consists of the Management Analyst, and the Administrative Assistant.

The Support Services Division consists of Vehicle and Building Maintenance, Records and Social Services.

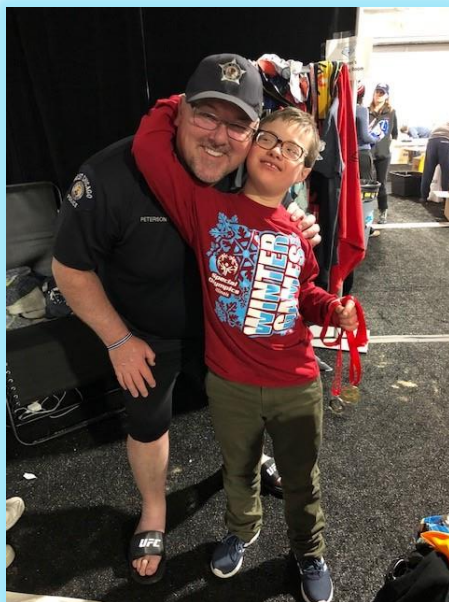
The Operations Division consists of Uniformed Patrol, Training Officer, Community Relations, the Investigations Unit, School Resource Officers, Evidence/Property and Community Service Officers.

Personnel

On February 21st, Wegner Elementary School held its annual Dodge Ball Tournament. Participating for the Department were Sergeant Langelan, Detectives Calabrese and Flanigan, and Officers Fearon, Sauseda and Eversole.



On February 21st, Detective Peterson participated in the Special Olympics Illinois Super Plunge into Lake Michigan at Northwestern University's Lincoln Street Beach. Once an hour for twenty-four hours, participants jumped into the thirty-seven-degree lake. The event was held to raise awareness and money for Special Olympic athletes. Detective Peterson raised \$5,300.00.



Criminal Activities

Battery:

As a result of a "Road Rage" incident on North Ave., an individual was arrested for shoving another motorist. The suspect was placed under arrest and transported to the Station where he was charged with Battery. The suspect was fingerprinted, photographed, provided with his copies of the paperwork and released.

Burglary from Motor Vehicle:

Person(s) unknown entered two secured vehicles in the 500 block of Ingaltan Ave. and removed two driver's licenses, a debit card, a necklace and approximately \$15.00 in change.

Person(s) unknown entered an unsecured vehicle in the 500 block of Conde St. and removed power tools. Taken were a saw, nail gun, and two impact drills. Loss is estimated at \$1,050.00. Investigation is ongoing.

Person(s) unknown entered an unsecured vehicle in the 200 block of Ingaltan Ave. and removed the glove box and cracked the windshield.

Criminal Defacement:

Person(s) unknown painted gang-related graffiti on a No Parking sign in the alley in the 400 block of Sherman St.

Person(s) unknown spray painted non-gang related graffiti on a School Zone Speed Limit sign at Wood St. and Geneva St.

Person(s) unknown spray painted gang-related graffiti on the back of a Stop sign in the 500 block of E. Brown St.

Criminal Damage to Property:

A known person used a pen to damage the bartop at a business in the 200 block of Main St. Investigation is ongoing.

Person(s) unknown damaged a vehicle in the 1400 block of Prairie Crossing Dr. Both passenger side tires were flattened and appeared to have been punctured.

Person(s) unknown damaged a vehicle in the 700 block of Brown St. The rear window to the car had been shot four times with BBs or pellets.

Person(s) unknown damaged two vehicles in the 600 block of Blakely St. One car had been struck by eggs while the second car had blue paint splattered on it. A pineapple juice can was also thrown at the front window to the residence causing it to break. Investigation is ongoing.

Fraud:

Person(s) unknown emailed the victim at a business in the 1800 block of Western Dr. The email appeared to be from a boss and instructed the victim to purchase \$4,500.00 in gift cards, photograph the gift cards, scratch off the redemption codes and email this information to the sender. The victim did as instructed and later learned the email was not sent from his employer. The victim later learned some cards were redeemed in New Jersey and Massachusetts. Investigation is ongoing.

Person(s) unknown arranged five unauthorized transfers from the victim's money market account as well as one transfer from the checking account. Each transfer was for \$2,500.00 (total loss \$15,000.00). Investigation is ongoing.

Person(s) unknown emailed the victim claiming to be an employee at a law firm representing the victim in a real estate purchase. The victim was directed to wire transfer \$75,294.30 to an account. The victim followed the instructions. The victim later learned the email was fraudulent and had not been sent by the law firm. Investigation is ongoing.

Person(s) unknown obtained \$3,000.00 from the victim. The victim contacted the suspect through the WhatsApp phone app attempting to obtain an ATM card that would allow her to withdraw up to \$500.00 a day for a month from any ATM. The victim provided the suspect with money and gift cards in return for the ATM card. The victim was then told the ATM card was being held by police and she could be arrested by a Commander with the Customs Office in Baltimore. The victim sent additional money to prevent an arrest.

Theft of Motor Vehicle/Burglary:

Person(s) unknown took the victim's vehicle from the 1400 block of S. Neltner Blvd. The victim left the vehicle running and entered a business to make a purchase. Security video from the store showed a suspect approached the vehicle from the Aspen Ridge Apartment complex, entered the SUV and drove away, picking up two other individuals along Michael Browning Way. The suspects were then observed on camera leaving the area eastbound on Roosevelt Rd. Investigation is ongoing.

Theft Under \$500.00:

Person(s) unknown entered an unlocked residence in the 600 block of Kenwood Ave. and removed a credit card, debit card and \$30.00 cash from a purse. Additionally, a computer tablet and shoes taken from inside the home were found in the driveway. Investigation is ongoing.

Sexual Assault:

Officers were dispatched to Northwestern Medicine Central DuPage Hospital for a reported sexual assault. Upon arrival the victim refused to speak with or cooperate with Officers.

Aggravated Discharge of Firearm:

Person(s) unknown fired shots in the 400 block of E. Pomeroy St. A victim suffered a gunshot wound to the thigh and was transported to Advocate Good Samaritan Hospital in Downers Grove, Illinois. A vehicle parked outside of a residence had also been struck by a bullet. Investigation is ongoing.

Aggravated Battery:

A known person stabbed a victim during an altercation in front of a residence in the 800 block of Brentwood Dr. The victim was transported to Northwestern Medicine Central DuPage Hospital. Investigation is ongoing.

Monthly Performance

Activities	Nov 2019	Dec 2019	Jan 2019	Feb 2020	YTD 2020	YTD 2019	Total 2019
Traffic Stops	429	409	385	517	902	1,432	7,565
Traffic Citations	239	206	126	188	314	812	4,545
Traffic Warnings	261	254	269	325	594	857	4,091
Parking Citations	103	161	190	83	273	559	2,301
Traffic Crashes	92	74	50	65	121	140	905
Incident Reports	217	215	192	188	380	517	3,058

Officer Activities

On February 2nd, Officer Richards initiated a traffic stop of a vehicle for speeding and improper lane usage at Neltor Blvd. near Ingaltan Ave. The driver was suspected of driving under the influence of alcohol. Additionally, the driver stated that he had a weapon in the vehicle. Officer Rigler arrived to assist and recovered a loaded firearm from the glove box. The driver was placed under arrest for Driving Under the Influence of Alcohol and transported to the Station. The offender was charged with Aggravated Unlawful Use of a Firearm and Driving Under the Influence of Alcohol. The offender was fingerprinted, photographed and transported to the DuPage County Jail.

On multiple occasions in November and December, two persons entered the Menards located at 220 W. North Ave. and removed a total of eight nail guns from the store without paying. The items were placed in a cart and pushed out of the store by one offender, while the second offender distracted the cashier. License plate information and photos from the store's surveillance cameras assisted Detectives in developing information on two suspects. Detective Herbert learned that the suspects had pawned nail guns and a tool set at a pawn shop in Dundee, IL. Detectives Flanigan and Bowers spoke with one of the suspects at his residence. The suspect stated he had been banned from all Menards stores, admitted to being present during the theft, but stated a friend actually pushed the cart out of the store to a waiting car. The DuPage County State's Attorney's Office approved three counts of Felony Retail Theft against the two suspects and arrest warrants were obtained on February 7th.

On February 15th, Officers Rigler and Moore and Sergeant Gaztambide responded to a motor vehicle crash in the 1000 block of Charlestown Ct., where the two occupants of the car had fled the scene and ran toward the 1200 block of Kings Ct. Detectives Flanigan and Calabrese and Officer Richards located two individuals, who both had blood on their clothing, walking in the area. Upon speaking with the individuals, Officers observed that one of them appeared to be highly intoxicated and he refused to identify himself when asked. The intoxicated individual was determined to be the driver and was placed under arrest, at which time he began to pull away and kick the officers. Officers were able to gain control of the suspect and place him in handcuffs. The offender was transported to the Station where he was ultimately charged with Aggravated Battery to a Police Officer, Resisting Arrest, Obstructing Identification and Failing to Provide Information for a Property Damage Accident. The offender was fingerprinted and photographed after which he was transported to the DuPage County Jail.

On February 16th, Officer Moore stopped a vehicle for a traffic violation at Brown St. and Barber St. As the vehicle was occupied by five individuals and a smell of cannabis emanated from the vehicle, Officers Mielke, Rigler, and Richards arrived to assist. Prompted by the odor of cannabis, a search of the vehicle was conducted. A digital scale and two plastic bags with cannabis were located. A sixteen-year-old occupant of the vehicle was placed under arrest for Possession of Cannabis and transported to the Station where he declined to be interviewed. The sixteen-year-old was released to his parents and charges will be filed in Juvenile Court at a later date. Two additional occupants of the vehicle were found to be in violation of a bail bond. They were both placed under arrest and transported to the DuPage County Jail. The remaining two subjects were released with no charges.

WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



MARCH 2020

Michael Uplegger, Chief of Police

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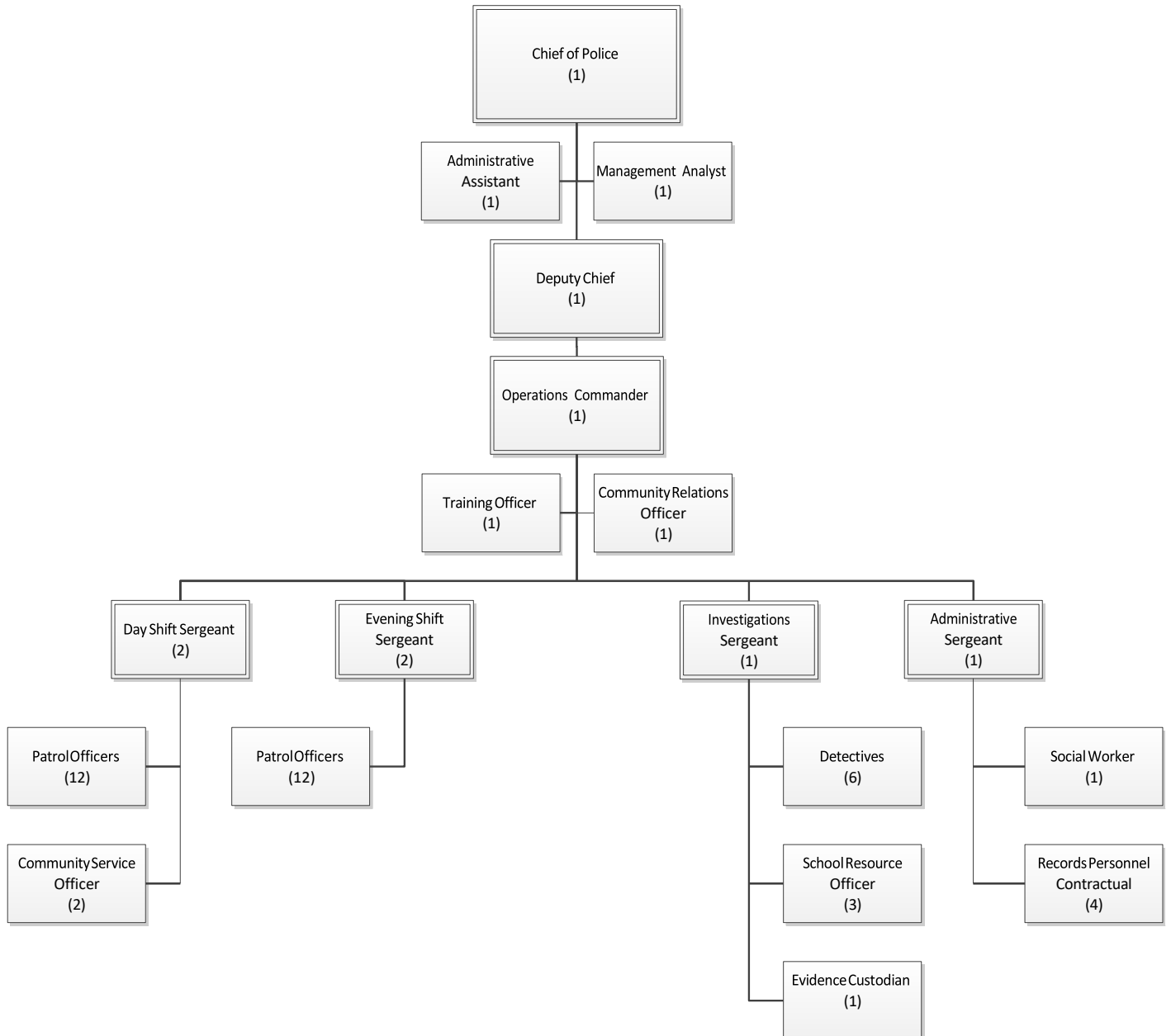
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Organizational Chart

West Chicago Police Department

January 2020



Department Overview

The Mission of the West Chicago Police Department is to Protect Life and Liberty, Provide Quality Police Services, and Forge Community Partnerships with Integrity and Professionalism.

There are three units in the Police Department: Office of the Chief of Police, Support Services Unit and Operations Unit.

The Office of the Chief of Police's primary responsibility is to provide general management direction and control for the Department. The Office of the Chief of Police consists of the Management Analyst, and the Administrative Assistant.

The Support Services Unit consists of Vehicle and Building Maintenance, Records and Social Services.

The Operations Unit consists of Uniformed Patrol, Training Officer, Community Relations, Investigations, School Resource Officers, Evidence/Property and Community Service Officers.

Personnel

On March 1st, members of the Department, along with family and friends participated in the Special Olympics Polar Plunge fundraising event. The team received nearly \$3,500 in donations to support Special Olympics of Illinois.



Criminal Activities

Fraud:

Person(s) unknown telephoned the victim and stated they were from Com Ed. The caller stated the victim owed \$398.11 and the electricity would be shut off if the victim did not pay immediately. The victim did as instructed, purchasing a Money Pak debit card and provided the redemption numbers to the caller. The caller said the power would not be shut off. The victim received a second call demanding an additional \$498.00 or the electricity would be shut off. The victim realized at this point this was a scam.

Person(s) unknown stole and deposited, possibly by electronic means, a \$2,100.00 check mailed to a business in the 800 block of Hawthorne Ln. Investigation is ongoing.

Person(s) unknown without authorization utilized the victim's PayPal account to make a \$217.00 purchase through the "Real Real" app that was sent to New York. It is unknown what was purchased through this app. PayPal has since replaced the funds.

Person(s) unknown stole a \$1,487.75 check mailed to a business in the 1000 block of Carolina Dr. Upon checking with the vendor's bank, the business learned the check had been endorsed and deposited at an unknown location. Investigation is ongoing.

Person(s) unknown cashed a fraudulent check at an unknown Wells Fargo Bank location. A business learned an unauthorized \$4,053.00 check had been made out to an unknown individual and subsequently deposited at an unknown Wells Fargo bank. Investigation is ongoing.

Person(s) unknown cashed five checks on the account of a business in the 1100 block of Atlantic Dr. The checks totaling \$10,100.00 were handwritten, although the company's legitimate checks are electronically generated. Investigation is ongoing.

Identity Theft:

Person(s) unknown used the victim's personal information to open accounts at Chase Bank and Old Navy. Capitol One and Community Bank notified the victim of credit accounts being opened that the victim disputed. The victim further stated that her Macy's account Capitol One account was used to make unauthorized purchases. Case closed as the victim only wanted a report.

Deceptive Practice:

A known person provided a \$352.59 check to a business in the 500 block of Topsoil Dr. The business deposited the check, and it was rejected for non-sufficient funds. Letters and phone calls to the suspect have gone unanswered. Investigation is ongoing.

Criminal Defacement:

Person(s) unknown used a marker to draw non-gang related graffiti on the door to a business in the 100 block of W. Washington St.

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Person(s) unknown spray painted gang-related graffiti on the blacktop walkway at the intersection of Glen Ave. and Barber St.

Retail Theft:

A known person attempted to walk out of Food Market La Chiquita located at 133 W. Roosevelt Rd., with a cart containing \$32.50 in groceries. Store personnel stopped the suspect as she exited the store. Store personnel declined to press charges against the suspect, but requested officers serve the suspect a Criminal Trespass Letter.

Criminal Sexual Assault of a Child:

An anonymous caller telephoned a grade school and advised the assistant principal that a seven-year-old had been sexually assaulted by a known suspect. The Department of Children and Family Services was contacted by school personnel and will open an investigation.

Criminal Sexual Abuse:

A known person inappropriately touched the ten-year-old victim six years ago at a residence. The victim's family was contacted and wanted the incident documented for now.

A victim currently living out of state disclosed to an authority figure that approximately six years ago she had been inappropriately touched by a person known to them at a local residence. The victim's family was made aware of the situation, and decided they did not want to pursue the matter criminally at this time.

Criminal Damage to Property:

Person(s) unknown used a marker to draw non-gang related graffiti on the door to a business in the 100 block of W. Washington St.

Person(s) unknown broke a window on the football field at West Chicago Community High School located at 326 Joliet St.

Person(s) unknown broke a ground level window at St. Michael's United Church of Christ located at 400 W. Washington St. A flower pot lying next to the shattered window is believed to have caused the damage.

Person(s) unknown damaged a fence and three motion sensor lights at a residence in the 1500 block of Prince Crossing Rd.

Person(s) unknown damaged a window with a BB at a residence in the 400 block of Ann St.

Person(s) unknown broke a window on the detached garage of a residence in the 100 block of E. Stimmel St.

Criminal Trespass to Motor Vehicle:

Person(s) unknown entered two unsecured vehicles in the 1200 block of Aster Ln. The vehicles were rummaged through, but nothing was taken.

Theft of Cargo Container:

Person(s) unknown removed a semi-trailer from an unsecured lot in the 700 block of Kress Rd. Investigation is ongoing.

Theft Over \$500.00:

Person(s) unknown took the victim's \$700.00 iPhone while the victim was shopping at a business in the 900 block of N. Neltnor Blvd. The phone was in the victim's purse on her shoulder. The victim called the phone and someone answered then hung up.

Battery:

A known person struck and injured a co-worker at the Speedway gas station located at 1501 W. Roosevelt Rd., and then left the business. The offender was located at his residence, arrested and transported to the Station where the offender was charged with Battery. The offender was fingerprinted, photographed, provided with his copies of the paperwork and released from custody.

A known person argued with the victim and then spit in her face in the 800 block of Burr Oaks Dr. and then fled the scene. Officers located the offender and issued her a local Ordinance citation for Battery after she admitted to spitting on the victim.

Burglary:

Person(s) unknown removed \$3,500.00 from the safe at Advanced Auto Parts located at 211 S. Neltnor Blvd. After the business had been closed for the night, a suspect turned off the alarm and entered the proper access codes to open the safe. A neighboring business's surveillance system showed a suspect vehicle leaving the business after the burglary occurred. The suspect vehicle's registration was captured by the red-light camera at Washington Street at Neltnor Blvd. Investigation is ongoing.

Monthly Performance

Activities	Dec 2019	Jan 2020	Feb 2020	Mar 2020	YTD 2020	YTD 2019	Total 2019
Traffic Stops	409	385	517	319	1,221	2,156	7,565
Traffic Citations	206	126	188	107	421	1,247	4,545
Traffic Warnings	254	269	325	238	832	1,275	4,091
Parking Citations	161	190	83	89	362	871	2,301
Traffic Crashes	74	58	75	35	168	188	905
Incident Reports	215	192	188	226	606	785	3,058

Officer Activities

On March 8th, Officers Gelsomino, Winton, Jones and Kowalik responded to the 300 block of S. Neltnor Blvd for a reported stabbing. The victim was located and had a bleeding laceration on his left knee. A subject was walking in the area who the victim identified as the offender. A pocketknife was removed from the suspect that the victim identified as the weapon used. The victim was tended to by West Chicago Fire Protection District paramedics and then transported to Northwestern Medicine Central DuPage Hospital. The suspect was advised he was under arrest at which time he began resisting arrest, pulling away and kicking officers. Officers gained control of the suspect and transported him to the Station. The DuPage County State's Attorney's Office approved a charge of Aggravated Battery to a Police Officer. The offender was also charged with Battery, Aggravated Assault and Resisting Arrest. The offender was transported to the DuPage County Jail.

On March 13th, Officers Mielke, Berg, Rigler, Richards and Schoonhoven responded to a residence in the 800 block of W. Brown St. for a domestic involving a knife. Upon arrival it was learned the suspect had fled the area on foot and a victim was located with a laceration to his left knee. The victim's wound was tended to by responding officers who called West Chicago Fire Protection District personnel to the scene. The victim was transported to Northwestern Medicine Central DuPage Hospital. Detectives Herbert and Peterson responded to assist in the investigation. It was determined the suspect allegedly threatened his girlfriend's life. The victim had confronted the suspect about this and a struggle ensued during which the victim attempted to remove a knife from the suspect's hands. The DuPage County State's Attorney's Office approved charges of Aggravated Domestic Battery and Aggravated Battery with a Weapon and warrants were obtained. On March 16th, the suspect was arrested, processed and transported to the DuPage County Jail.

On March 20th, Detectives Calabrese and Flanigan were patrolling in the 1100 block of Bishop St. when they observed an occupied vehicle parked on the street. This vehicle is known to be used by documented gang members. The driver has a restriction on his driver's license and cannot drive with more than one other individual in the car. When the vehicle began to move, a traffic stop was initiated and Officers Zepeda and Fearon arrived to assist. Upon speaking with the four occupants of the vehicle, officers detected an odor of cannabis emitting from the vehicle and an open container of alcohol was on the rear seat floorboard. A search of the vehicle was conducted and 46 grams of cannabis and a scale were found. The four subjects were placed under arrest and transported to the Station. The driver, who is a juvenile, will have charges filed in Juvenile Court for Possession of Alcohol by a Minor, Possession of Over 30 Grams of Cannabis, Unlawful Street Gang Contact (in violation of his probation order) and Driving While License Suspended. A second passenger, who is also a juvenile will also have charges filed in Juvenile Court for the charges of Possession of Alcohol by a Minor and Possession of Cannabis over 30 Grams. Both juveniles were released to their parents. The front seat passenger was charged with Possession of Alcohol by a Minor, Possession of Over 30 Grams of Cannabis, Unlawful Street Gang Contact, as the contact with gang members violated his bond conditions and then was released from custody. A fourth suspect was charged with Possession of Alcohol by a Minor and Possession of Cannabis then released from custody.

On March 22nd, Officer Winton responded to the Station to meet with an individual about an unknown request. The subject advised he had been drinking with an individual at a residence in the 700 block of Lincoln St. during which he attacked and killed the individual. The suspect had a deep laceration on his hand so the West Chicago Fire Protection District was called to the Station. The suspect told Fire District personnel that had ingested "boric acid" and was transported to

Monthly Report

Northwestern Medicine Central DuPage Hospital. While in the hospital, the suspect made additional voluntary statements to Detective Peterson incriminating himself in the death of the victim. The DuPage County State's Attorney's Office approved two counts of First-Degree Murder against the suspect. On March 27th, the suspect was released from the hospital and transported to the DuPage County Jail.

March 31st, Officers Winton, O'Neil, Eversole and Gelsomino responded to a Residential Burglary call at a residence in the 700 block of Lincoln Ave. The caller stated they discovered evidence of forced entry to the lower unit and heard someone moving about in the apartment. Upon arrival, officers discovered a suspect in the lower unit. The complainant identified the suspect as a friend of the deceased occupant of the lower unit. The suspect stated the unit was unlocked and he returned to retrieve a backpack; however, there were pry marks noted on the door to the apartment. It was learned the suspect was wanted on a Failure to Appear warrant by the DuPage County Sheriff's Office. The suspect was arrested and transported to the Station. While on scene, a subject approached Officer Gelsomino and advised her the suspect was attempting to sell appliances owned by the deceased occupant of the residence on the app Offer Up. The suspect was issued a local Ordinance citation for Criminal Trespass to Residence and released from custody.