

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

NOTICE

PUBLIC AFFAIRS COMMITTEE

**Monday, November 23, 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 October 26, 2020
3. Public Participation / Presentations
4. Items for Consent
 - A. Resolution No. 20-R-0069 – A Resolution approving an Intergovernmental Agreement with the Board of Education of Community High School District No. 94
5. Items for Discussion
 - A. Mexican Independence Day Final Report
 - B. Artist-in Residency Program/Downtown Art Installations
People Made Visible/West Chicago Museum
 - C. West Chicago Railroad Days 2020 Final Report and Proposed Addendum
6. Unfinished Business
7. New Business
8. Reports from Staff
 - A. West Chicago Police Department Monthly Report
9. Adjournment

MINUTES

PUBLIC AFFAIRS COMMITTEE

Monday October 26, 2020 7:00 P.M.

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

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

Alderman Birch Ferguson was not in attendance.

2. Approval of Minutes.

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

3. Public Participation / Presentations.

A. Healthy West Chicago – Carly Smitherman, Program Administrator, presented an update on the program, sustainability plan and request to continue program for 2021.

4. Items for Consent.

A. Frosty Virtual Scavenger Hunt – Alderman Hallett made a motion, seconded by Alderman Jakabcsin to direct this item to City Council for approval. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

B. Holiday House Decorating Contest - Alderman Hallett made a motion, seconded by Alderman Jakabcsin to direct this item to City Council for approval. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

5. Items for Discussion.

A. West Chicago Railroad Days 2020 Final Report and Consideration of an Addendum to the Current Contract for the 2021 Railroad Days Festival – Committee gave staff direction to move forward with the amendments and begin discussions with the Chamber for the Addendum for 2021.

6. Unfinished Business.

7. **New Business.**

8. **Reports from Staff.**

A. West Chicago Police Department Annual and Monthly Reports.

9. **Adjournment.** Alderman Hallett made a motion to adjourn, seconded by Alderman Brown. The motion was approved by voice vote, and the meeting adjourned at approximately 7:23pm.

Respectfully submitted,

Yahaira Bautista

Administrative Assistant to Chief of Police
West Chicago Police Department

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Resolution No. 20-R-0069

A Resolution approving an Intergovernmental Agreement with the Board of Education of Community High School District No. 94.

AGENDA ITEM NUMBER: 4.A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: November 23, 2020

COUNCIL AGENDA DATE: TBD

STAFF REVIEW: Christopher Shackelford, Deputy Chief

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

SIGNATURE _____

ITEM SUMMARY:

Staff is requesting to enter into an updated Intergovernmental Agreement with the Board of Education of West Chicago Community High School District No. 94. The City last entered into an Agreement with School District No. 94 in 2007. The updated version of this Agreement incorporates reciprocal reporting between School District No. 94 and the Police Department, access to District No. 94's security camera system, the use of a Body Worn Camera by the School Resource Officer and reflects changes in State Statute in regards to interviewing students.

Additionally, the updated Agreement reflects the fact School District No. 94 opted to utilize one, rather than two (per the existing Agreement) School Resource Officers for the 2020-21 school year. This change was prompted by the dramatic change in how school will be operating as a result of the current COVID situation, which will result in a majority of the students not being in the building.

Please see attached Intergovernmental Agreement for more information.

ACTIONS PROPOSED:

Forward the proposed updated Intergovernmental Agreement to the Board of Education of West Chicago Community High School District No. 94 for their review and consideration.

COMMITTEE RECOMMENDATION:

**AGREEMENT BETWEEN THE CITY OF WEST CHICAGO AND WEST CHICAGO
COMMUNITY HIGH SCHOOL DISTRICT #94**

This agreement is entered between the City of West Chicago (the "City") and Community High School District #94 (the "School District").

WHEREAS, the Illinois School Code, 105 ILCS 5/10-20.14(b), requires the School District parent - teacher advisory committee, in cooperation with local law enforcement agencies, to work with the board of education to develop "policy guideline procedures" for the establishment and maintenance of a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, under the Illinois School Student Records Act, 105 ILCS 10/6, school student records are considered confidential and no school student records, or information contained therein may be released, transferred or disclosed except as permitted by the Student Records Act; and

WHEREAS, under the Juvenile Court Act of 1987, 705 ILCS 405/1-7, law enforcement records are considered confidential and the inspection and copying of such records that relate to a minor who has been investigated, arrested or taken into custody before his or her 18th birthday are restricted to those exceptions in the Juvenile Court Act; and

WHEREAS, the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, authorize school districts to release student records and information to juvenile authorities (including law enforcement officers) when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information will not be disclosed to any other party except as provided under law or order of court; and

WHEREAS, the Juvenile Court Act, 705 ILCS 405/1-7(A)(8), authorizes law enforcement agencies to allow appropriate school officials to inspect and copy law enforcement records under a reciprocal reporting system for certain offenses and under certain specified circumstances; and

WHEREAS, the Board of Education of the School District and the City agree that enhanced communication between these entities under a reciprocal reporting agreement would promote the safety and well-being of students and community residents; and

WHEREAS, the School District and the City are authorized to enter into this agreement pursuant to the Illinois School Code, 105 ILCS 5/10-20.14, the Illinois Constitution, art. VII, §10(a) et seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW THEREFORE, the School District and the City hereby agree as follows:

1. **ESTABLISHMENT OF A REPORTING SYSTEM.** The School District and the City hereby enter into this Agreement to establish and maintain a reciprocal reporting system

between the School District and the City of West Chicago Police Department ("Police Department") regarding juvenile and criminal offenses involving students.

2. **REPORTING AND INFORMATION SHARING.** The School District and the Police Department acknowledge and agree to act in good faith to comply with the reporting responsibilities and limitations set forth herein, and as required by applicable law.
3. **DESIGNATED REPRESENTATIVES.** The Police Department will designate an appropriate employee ("the Police Department's Designee") to be the School District's contact person for purposes of this Agreement. The School District's Superintendent shall provide the Police Department's Designee with a list of administrators to be contacted, as needed, containing regular and emergency telephone numbers, and identifying the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official" for purposes of subsection 1-7(A)(8) of the Juvenile Court Act, 705 ILCS 405/1-7 as amended, whom the School District has determined to have a legitimate educational or safety interest to protect the safety of students or employees in the school and aid in the proper rehabilitation of the child. The Police Department's Designee will provide the Superintendent with a primary and two back-up contacts, who shall be considered the "Police Department's Representatives".
4. **SCHOOL DISTRICT AUTHORITY TO REPORT STUDENT CRIMINAL ACTIVITY.** The Superintendent or School Principal, or their designee(s), will report any alleged or suspected criminal activities committed by a student enrolled in School District (See 1996 Ill. Atty. Gen. Op. 96-040).
5. **SCHOOL DISTRICT DUTY TO REPORT STUDENT CRIMINAL ACTIVITY.** The Superintendent and/or School Principal(s), or their designees, must report certain incidents involving firearms, drugs and attacks on school personnel, as set out below. When a report may be required of both the Superintendent and Principal, a single report from one or the other shall meet the duty to report.
 - a) **School Superintendent.** The School Superintendent (or his/her designee) is to immediately report the following to the Police Department:
 - i. **Firearms.** Any incident involving a firearm in a school or on school owned or leased property and, on any transportation, that is owned, leased or used by the school for its students or school personnel. See 105 ILCS 5/10-27.1A, as amended.
 - ii. **Drugs.** Any incident involving drugs in a school or on school-owned or leased property or on any transportation that is owned, leased or used by the school for its students or school personnel. "Drugs" means "narcotic drug" as defined under subsection (aa) of Section 102 of the Illinois Controlled Substances Act, as amended [720 ILCS 570/102], "cannabis" as defined under Section 3 of the Cannabis Control Act, as amended [720 ILCS 550/3], or "methamphetamine" as

defined under Section 10 of the Methamphetamine Control and Community Protection Act, as amended [720 ILCS 646/10]. See 105 ILCS 5/10-27.1B

b) **School Principal.** The School Principal (or his/her designee) is to immediately report the following to the Police Department:

- i. **Firearms.** Upon receiving a report from any school staff, or any other person that they have observed any person in possession of a firearm on school grounds, an immediate report of the incident must be made. If the person in possession of a firearm on school grounds is a student, the principal or his/her designee shall also immediately notify the student's parent or guardian. See 105 ILCS 5/10-27. 1A, as amended.
- ii. **Attacks on School Personnel.** Upon receipt of a written complaint from any school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel. See 105 ILCS 5/10-21.7, as amended.
- iii. **Cannabis, illegal Drugs or Controlled Substances on or Near School Grounds.** Within 48 hours of becoming aware, a report of any violation of Section 5.2 of the Cannabis Control Act or the Methamphetamine Control and Community Protection Act or Section 401 and subsection (b) of Section 407 of the Illinois Controlled Substances Act in a school, on school property, or within 1,000 feet of the school, or on any transportation used, owned or leased by the School District to transport students. See 105 ILCS 127/2, as amended.

6. **SCHOOL DISTRICT RELEASE OF SCHOOL STUDENT RECORDS AND RECORD INFORMATION TO POLICE DEPARTMENT.** School officials shall follow state and federal laws regarding school student records, which are considered confidential, and no school student records or information contained therein may be released, transferred or disclosed except with parental consent or as otherwise permitted by the Illinois School Student Records Act, 105 ILCS 10/1 et seq., as amended. The following exceptions permit the release of student records and information to the Police Department without parental consent:

- a) **Adjudication of Student by Juvenile Court.** School districts can release student records and information to the Police Department, upon the request of the Police Department, when necessary for the discharge of their official law enforcement duties, prior to adjudication of the student and upon written certification from the Police Department that the information or records disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. 105 ILCS 10/6, as amended.
- b) **Emergency Release of Information.** Records and information may be released to the Police Department if such information is needed by the Police Department to protect the health or safety of the student or other persons, provided that the parents are notified

no later than the next school day after the date the information is released, the date of release, the fact that the information was shared with the Police Department, and the purpose of the release. The factors to be considered in determining whether an emergency exists requiring the release of student information include:

- i. **Degree of Threat.** Seriousness of threat to health/safety of student or others;
- ii. **Need.** Need for records to meet the emergency;
- iii. **Police Department Involvement.** Whether the Police Department is in a position to deal with the emergency; and
- iv. **Urgency.** Extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6, as amended; 23 Il. Admin. Code §375.60

- c) **Law Enforcement Records Not School Records.** It is recognized that the information maintained by law enforcement officers working in the school are not student records. 105 ILCS 10/2(d), as amended.

7. POLICE DEPARTMENT TO SHARE LAW ENFORCEMENT DATA WITH SCHOOL DISTRICT. The Police Department will comply with applicable state and federal law in implementing these procedures. In furtherance of the information-sharing hereunder, a Police Department's Representative may:

- a) **Students Under 18 Years Old.** Provide copies of law enforcement records to, or permit inspection of those records by, the Appropriate School Official or Officials for minors enrolled in the School District if the minor has been arrested or taken into custody before his or her 18th birthday for the offenses listed below, provided that the Police Department or officer believes that there is an imminent threat of physical harm to students, school personnel or others who are present in the school or on school grounds. Inspection and copying shall be limited to law enforcement records transmitted to the Appropriate School Official or Officials.

- i. any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012, as amended;
- ii. a violation of the Illinois Controlled Substance Act, as amended;
- iii. a violation of the Cannabis Control Act, as amended;
- iv. a violation of the Methamphetamine Control and Community Protection Act; as amended; and
- v. a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012, as amended;
- vi. a violation of Section 1-2 of the Harassing and Obscene Communications Act, as amended;
- vii. a violation of the Hazing Act, as amended; or
- viii. a violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012, as amended.

The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the child and to protect the safety of student and employees in the school.

Any information provided to appropriate school officials whom the school has determined to have a legitimate educational or safety interest by the Police Department about a minor who is the subject of a current Police Department investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the Appropriate School Official or Officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the Police Department shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record (See 705ILCS 405/1-7, as amended).

8. COOPERATION BETWEEN SCHOOL DISTRICT AND POLICE DEPARTMENT.

Nothing in this policy and procedure is intended to limit or restrict the duty and authority of the School District to request Police Department services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in School District and law enforcement investigations, including but not limited to providing witness statements and testimony in juvenile or criminal adjudications, or in school discipline proceedings.

9. SCHOOL RESOURCE OFFICER (SRO). The Police Department's Chief of Police shall select a sworn police officer, who shall be a permanent full-time member of the Police Department, as the SRO. The SRO shall at all times remain under the direction and control of the Chief of Police, pursuant to the established chain of command within the Police Department, and shall be subject to discipline in accordance with the Police Department's rules and regulations concerning members of the Police Department, as the same may be amended from time to time.

The Chief of Police shall give consideration to the following criteria in selecting the SRO:

- a) The ability to work effectively with Community High School District #94 students, faculty, and administrators toward the accomplishment of the program's goals.
- b) The ability to project a positive police image in the school(s) and the community.
- c) The ability to address a variety of police and school programs in a professional and courteous manner.
- d) The level of expertise in investigative procedures and techniques related to youth matters.

- e) The level of expertise in State laws and local ordinances related to juvenile offenders.
- f) The level of expertise in the procedures of the juvenile courts and the Illinois Youth Commission.
- g) Input from the District's Superintendent or his/her designee.

10. ASSIGNMENT OF SCHOOL RESOURCE OFFICER (SRO). The Police Department shall assign the SRO to perform the following duties:

- a) Patrol of the school buildings and grounds during regular school hours and school-sponsored extracurricular activities during the SRO's regular shift; work by the SRO after his/her regular shift or work done by any other officer will be invoiced separately.
- b) Investigation of criminal activities which occur in the school buildings and/or on the school grounds.
- c) Provision of pre-court intervention between the Police Department, the District, the students, and their parents.
- d) Assistance in obtaining services for students from social service agencies.
- e) Conduct of instructional programs, in conjunction with the school staff, for students, parents, and/or school staff relating to law enforcement issues and topics, including substance abuse, gang activities, domestic violence, and sexual abuse.

The SRO may be assigned to other, non-school related police functions during such periods when the schools are not in session, such as vacation and holiday periods, and shall always be subject to call for other non-school related police functions as the Police Department's Chief of Police or Deputy Chief deem reasonable and necessary.

11. COSTS OF SCHOOL RESOURCE OFFICER (SRO). The SRO shall be an employee of the Police Department and shall receive compensation and benefits from the Police Department in accordance with the Collective Bargaining Agreement between the City and the Fraternal Order of Police.

The District shall reimburse the City for a portion of its costs relating to the SRO, at an initial rate of \$144,300.00 (2020-2021 School Year). For each subsequent school year, the rate shall increase by 7.5% and be rounded up to the nearest one hundred dollars; this annual adjustment represents the blended percentage increase for salary, benefits, insurance, and pension. The District shall make such reimbursement payments in two (2) equal installments each year, one installment being due on or before August 31st of each year and the other installment being due on or before January 31st of each year.

In addition to reimbursement, the District will provide office space, telephone, and other commodities in support of the SRO program.

12. **LIVE FEEDS FROM SCHOOL CAMERAS.** The School District will provide access to its live feeds, to one or more of its buildings in the event of a health or safety emergency. Access is strictly to allow the Police Department's officers to become familiar with the current conditions that underlie the health or safety emergency in the School District's buildings.
13. **POLICE DEPARTMENT REQUESTS TO ACCESS RECORDED SECURITY CAMERA FOOTAGE.** In the event that criminal action is recorded on security camera footage, a copy of the footage may be released to Police Department personnel, consistent with State and federal law. Requests for access to security camera footage by the Police Department will be directed to the Director of Business Services and Operations for review and processing.
14. **STUDENT INTERVIEWS.** Board Policy 7:150, *Agency and Police Interviews*, and administrative procedure 7:150-AP, *Agency and Police Interviews*, are incorporated into this Agreement and must be followed at all times. Within its standard operating procedures, the Police Department will include training for officers about this policy and procedure, along with information about how to access the School District's policies and procedures.

Before detaining and questioning a student, who is on school grounds and who is seventeen years of age or younger and who is suspected of committing a criminal act, the SRO and Police Department officers must:

- a) Ensure that notification or attempted notification of the student's parent or guardian is made; and
- b) Document the time and manner in which the notification or attempted notification was made.

Before questioning the student about suspected criminal behavior, the SRO and Police Department officers must make reasonable efforts to ensure that the student's parent or guardian is present during questioning. Should the parent or guardian not be present during questioning, the SRO and Police Department officers must ensure that school personnel, including, but not limited to, a school social worker, a school psychologist, a school nurse, a school guidance counselor, or any other mental health professional, are present during questioning. Further, if practicable, the SRO and Police Department officers must make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning.

The above provisions do not apply to circumstances that would cause a reasonable person to believe that urgent and immediate action is necessary to:

- a) Prevent bodily harm or injury to the student or any other person;
- b) Apprehend an armed or fleeing suspect;
- c) Prevent the destruction of evidence; and/or
- d) Address an emergency or other dangerous situation.

See School Code Section 22-85 (105 ILCS 5/22-85).

15. **BODY-WORN CAMERAS (BWCs).** All parties agree that the use of the BWCs by officers must be subject to and in compliance with federal, state, and local regulations regarding the use and operation of BWCs. The Police Department may, if not otherwise prohibited by law, provide to the School District copies of any such filming of students, parents, employees, or others on school property, upon request for such copies by the School District, as a law enforcement record. In the event that the Police Department receives advice that providing a copy of such videos is prohibited, the Police Department agrees to utilize its best efforts to facilitate the availability of the officer(s) that made the video to testify, upon request by the School District, in any disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by, and kept in the possession of the Police Department may be considered law enforcement records under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. Section 1232g and 34 C.F.R. Section 99.8) and Ill. School Student Records Act (ISSRA) (105 ILCS 10/2(d)). Any copy of such film or video, if permitted by law to be provided to the School District, may become an educational record of the School District. The Police Department's officers shall at all times recognize and comply with the confidentiality of the student and education records.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF WEST CHICAGO, an
Illinois municipal corporation

By: _____ City
Mayor

Date: _____

ATTEST: _____
City Clerk

WEST CHICAGO COMMUNITY HIGH SCHOOL
DISTRICT NO. 94, a body corporate and politic

By: _____
President

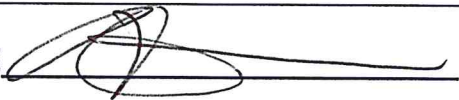
Date: _____

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

**Mexican Independence Day 2020
Final Report
Mexican Cultural Center**

AGENDA ITEM NUMBER: 5. A.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** November 23, 2020**COUNCIL AGENDA DATE:** _____**STAFF REVIEW:** Tom Dabareiner**SIGNATURE** 

APPROVED BY CITY ADMINISTRATOR:
Michael Guttman

SIGNATURE _____**ITEM SUMMARY:**

The Mexican Cultural Center (MCC) submitted the attached documentation of expenses for the Mexican Independence Day Festival that was scheduled to take place September 12-13, 2020. Per the Executive Proclamation from August 12, 2020, the Festival was cancelled. The MCC hosted a virtual event with videos online as well as murals displayed in the Downtown.

The City provided the MCC with \$11,500 per the Funding Agreement (20-R-0017). The final report shows that \$10,551.62 was spent, and \$948.38 unspent.

MCC purchased projecting equipment for \$1,646.43. Renting may have been more economical and City Staff recommends that in the future renting be explored before purchasing expensive equipment.

ACTIONS PROPOSED:

Recommend approval of the final report submitted by the MCC for MID 2020, with \$948.38 of unspent funds to be returned.

COMMITTEE RECOMMENDATION:



Dear City of West Chicago,

The Mexican Cultural Center would like to thank the City of West Chicago for continuing to honor the cultural heritage of West Chicago through Mexican Independence Day. 2020 has been a hard year that will go down in history for the monumental challenges it brought, but as our community has been very hard hit by the pandemic, we appreciate City staff working with us to ensure that we not only able to uplift everyone's spirits with a downtown art and virtual celebration this year, but that we were also able to further key cultural exchanges with our counterparts in Mexico to lay foundations for growth of this wonderful event and continue to create unique and dynamic content that sets West Chicago apart. Please find our attached reporting detailing our income and expenses for the event.

During this historic year and thankfully with the help of the City, our partners in the Mexico and the support of Illinois Humanities, we were able to pivot our Mexican Independence Celebration. Downtown West Chicago still received the festive art installations that we are used to and that brightened the daily journeys many make through the historic downtown, but the festivity itself became a virtual experience through our partnership with artisans in the State of Tlaxcala. The original tapeta installation that embodied migration through the plight of the monarch butterfly was still created in Mexico through our partners, and both West Chicago and Tlaxcala creating portions of a video that truly showcased our connections, and showcased the West Chicago community for its pride in heritage, celebration of the arts and environmental conservation. We were able to work with a videographer in the US who helped us film and piece together clips from both sides of the border, and who magically placed cultural heritage symbols on West Chicago landmarks. This premier event also allowed us to still host our inaugural year of artisan sharing, which was meant to be in the form of a physical artist-in-residency in West Chicago. We know that being able to still make this year's event happen will allow us to build upon this work and expand into 2021. We also now have an additional piece of video for the City to use as it markets itself as a unique place to live and visit.

We are continually grateful for the trust of the City in allowing us to organize this event and optimistically look forward to returning to an in-person celebration in downtown West Chicago in 2021. Over the past five years, we have expanded our partnerships and with the College of DuPage's Frida Exhibit to raise further awareness about Mexican culture in the summer of 2021, our community is perfectly positioned to shine.

We missed being all together this year, but the wonderful thanks you got from West Chicagoans and the over 2,000 people that have watched the online content have all enthusiastically appreciated the inspiring and heartwarming programming. Thank you for your support and collaboration in making that possible. Please feel free to contact me with any questions you may have about this report.

Fernando Ramirez, President

Example	Payment	Description	Balance
	General		
A	10078/10081	Coordinator Payment	\$ 5,000.00
B	10080	Ollin Techno	\$ 1,500.00
C	card	Menards	\$ 33.54
D	10083	Deposit- Lis	\$ 200.00
E	10082	Deposit-Maestro Velasco	\$ 100.00
F	10084	Mural Artist -Giovanni Arellano	\$ 500.00
G	10085	Mural Artist -Buddy	\$ 500.00
H	1008	Mural Artist -Miriam	\$ 500.00
I	card	Menards	\$ 21.66
G	10087	Zoom	\$ 149.99
K	card	Menards	\$ 80.09
L	money order	Used Laptop	\$ 180.00
M	card	Amazon	\$ 454.73
N	card	Amazon	\$ 848.94
O	card	Ace Hardware	\$ 9.28
P	card	Ace Hardware	\$ 5.39
Q	card	Amazon	\$ 68.00
R	card	CDVB	\$ 400.00
		Marketing	\$ 400.00
		Total	\$10,551.62
		City of West Chicago	\$ 11,500.00

THIS AGREEMENT, made and entered into as of the 1st day of February 2020, by and between Fernando Ramirez. (hereinafter referred to as "RAMIREZ") and the Mexican Cultural Center DuPage, (hereinafter referred to as the "MCC");

WITNESSETH:

WHEREAS, the MCC is desirous of obtaining the services of RAMIREZ as coordinator for the 2020 Mexican Independence Day Festival (hereinafter referred to as "MID" in downtown West Chicago on Saturday, September 12 and Sunday, September 13, and, RAMIREZ is willing to serve in such capacity to assist the MCC with the planning and execution of the festival.

NOW THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter set forth, the adequacy and sufficiency of which the parties hereto hereby stipulate, it is agreed as follows:

- A. RAMIREZ agrees to perform the services stated above, in exchange the MCC shall provide RAMIREZ with a \$5,000 stipend to be made in two equal sums of \$2,500, one on or around May 15, 2020, and the final on or around August 1, 2020.
- B. RAMIREZ shall not be entitled to participate in any plans, arrangements, or distributions by the MCC pertaining to or in connection with any pension, insurance, or similar benefits for its regular employees. In addition, MCC shall have no responsibility for withholding income tax, social security, or unemployment insurance from the compensation paid to RAMIREZ. RAMIREZ's compensation shall be reported on IRS Form 1099, or such successor and/or additional forms as may be required from time to time by the United States Internal Revenue Service.
- C. RAMIREZ is retained by the MCC only for the purpose and to the extent set forth in this Agreement, and his relation to the MCC shall, during the period or periods of this Agreement and services hereunder, be that of MID coordinator. This Agreement does not impact RAMIREZ'S position as President with the MCC or his various other volunteer roles with the MCC. Outside of this Agreement, RAMIREZ shall be free to dispose of such portion of his time, energy, and skill during such hours as he is not performing services related to MID for the MCC in such manner as he sees fit and to such persons, firms and corporations as he sees advisable.
- D. Unless sooner terminated as hereinafter provided by written consent of both parties, this Agreement shall be in full force and effect for a term commencing as of February 1, 2020, and ending no later than November 30, 2020.
- E. All notices hereunder shall be in writing and shall be served either personally or be certified or registered mail, return receipt requested, to:

MCC at:

Mexican Cultural Center DuPage
c/o Grisel Pacheco
101 Main Street
West Chicago, IL 60185

A

RAMIREZ at:

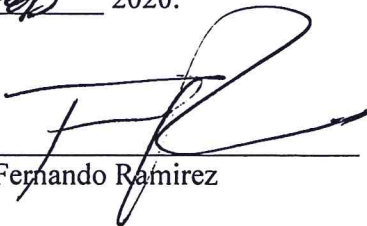
Fernando Ramirez
102 Main Street
West Chicago, IL 60185

Or at such other addresses as either party may indicate by written notice to the other party.

- F. RAMIREZ agrees to hold harmless, indemnify and defend the MCC, its officers, employees, and agents against all injuries, deaths, loss, damages, claims, demands, liabilities and suits at law or in equity, judgments, costs and expenses that may arise from or out of RAMIREZ's performance of this Agreement.
- G. This Agreement shall not be binding upon or inure to the benefit of the respective parties, their successors, heirs and assigns. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement.
- H. This Agreement sets forth the entire understanding of the parties. This Agreement shall be amended, modified, or renewed only by a written instrument signed by the parties hereto. Either party may terminate this Agreement upon seven (7) days prior written notice to the other party.
- I. This Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
- J. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, and venue shall lie in the Eighteenth Judicial Circuit, Wheaton, Illinois.
- K. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

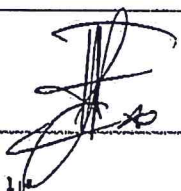
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers on the 1 day of Feb 2020.

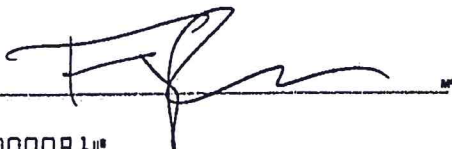
Sara A Phalen
Sara Phalen
MCC Board Chair


Fernando Ramirez

A

MEXICAN CULTURAL CENTER 1213 JOLIET ST SUITE A WEST CHICAGO, IL 60185		10078
DATE <u>May 21, 2020</u>		2-118/710 10
PAY TO THE ORDER OF <u>Fernando Ramirez</u>		☒ CHECK ☐ MONEY ORDER
<u>two thousand five hundred & 00/100</u>		\$ <u>2,500.</u> ⁰⁰
 Republic Bank West Chicago, Illinois 60185		☒ PHOTO ☐ SAFE ☐ DEPOSIT ☐ CERTIFICATE
FOR <u>1st Payment for MID 2020</u>		
⑈010078⑈ ⑆071001180⑆ 1870000091⑈		

MEXICAN CULTURAL CENTER 1213 JOLIET ST SUITE A WEST CHICAGO, IL 60185		10081
DATE <u>8/4/2020</u>		2-113/710 18
PAY TO THE ORDER OF <u>Fernando Ramirez</u>	\$ <u>2,500.⁰⁰</u>	CHECK NUMBER
<u>two thousand five hundred & 00/100</u>	DOLLARS	Photo ID's Deposit with initial
 Republic Bank West Chicago, Illinois 60185		
FOR <u>Final Payment for MIB 2020</u>		
⑈010081⑈ ⑆071001180⑆ 1870000091⑈		

MEXICAN CULTURAL CENTER 1213 JOLIET ST SUITE A WEST CHICAGO, IL 60185		10080 2-118/710 18 CHECK 41888
DATE <u>6/30/20</u>		
PAY TO THE ORDER OF <u>Dillon Technology</u>	<u>\$ 1,500</u>	
<u>One thousand five hundred dollars</u>	<u>1500</u>	DOLLARS
Republic Bank West Chicago, Illinois 60185	Photo Safe Deposit Box Details on back	
FOR <u>United Services / MUD</u>		
⑈010080⑈ ⑈071001180⑈ 1870000091⑈		

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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the "Agreement") is being made on 07/01/2020, by and between Mexican Cultural Center DuPage, located at 103 W Washington St, West Chicago, Illinois 60185 in the County of Dupage (the "**CLIENT**"), and Ollin Technology, located at 2350 Nantucket Ln, Elgin, Illinois 60123 (the "**CONTRACTOR**"). The full name, address, email address and phone number of both parties appear again at the end of this document.

By their respective signatures at the bottom of this document both parties hereby acknowledge that they have read and understood all the terms contained herein and that they have the authority to bind themselves and their respective companies to the terms contained in this Agreement.

WORK TO BE PERFORMED. CONTRACTOR hereby agrees to work for CLIENT as an independent contractor, providing the services described below starting on or about 09/12/2020 and for an indefinite period thereafter, until CONTRACTOR's services are no longer needed by CLIENT. The CLIENT shall have the right to terminate CONTRACTOR's services at any time it deems appropriate provided CLIENT complies with the relevant notice provisions of this Agreement. The CONTRACTOR agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities ("Description of Services"):

Production of the 2020 West Chicago Mexican Independence Day Virtual event.

- 1) 3 camera operator crew
- 2) 3 HD professional cameras
- 3) 1 Drone pilot
- 4) 1 Drone operator/spoter
- 5) 1 Professional, registered and insured drone
- 6) 1 Video mixer console operator
- 7) Professional video production/mixer equipment (Newtek Tricaster)
- 8) 1 Event Producer/Coordinator
- 9) 1 Sound operator **
- 10) Audio Mixer**
- 11) 1/2 Runners
- 12) Live webcast to up to three channels
- 13) Pre-production video elements
- 14) Graphic elements (overlays, lower thirds, etc)
- 15) Post-production
- 16) 1 Video editor
- 17) 1 Graphic element designer

SCOPE OF WORK. CONTRACTOR's required services as stated herein, as well as any future assignments provided by CLIENT, shall be determined on a case-by-case basis only. CLIENT shall be under no legal obligation to guarantee CONTRACTOR any minimum number of assignments or any minimum number of hours of work. All work performed by CONTRACTOR for CLIENT shall be governed exclusively by the covenants contained in this Agreement. The CONTRACTOR shall perform any and all responsibilities and duties that may be associated

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within the Description of Services set for above, including, but not limited to, work which may already be in progress. The CONTRACTOR shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained in this Agreement, and shall have full discretion within the Scope of Work, but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining prior written authorization from CLIENT.

INDEPENDENT CONTRACTOR. CONTRACTOR and CLIENT specifically agree that the CONTRACTOR is performing the services described in this Agreement as an **independent contractor** and shall not be deemed an employee, partner, agent, or joint venturer of CLIENT under any circumstances. Nothing in this Agreement shall be construed as creating an employer-employee relationship. The CONTRACTOR shall not have the authority to bind the CLIENT in any manner, unless specifically authorized to do so in writing. The CONTRACTOR shall have no claim against CLIENT hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. CONTRACTOR further agrees to be responsible for all of his/her own federal and state taxes, withholdings, and acknowledges that CLIENT will not make any FICA payments on CONTRACTOR's behalf. CONTRACTOR shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if CONTRACTOR is not a corporation, self-employment (Social Security) taxes. The CONTRACTOR further acknowledges and recognized that s/he shall complete and return to the CLIENT an IRS Form 1099 and related tax statements. The CONTRACTOR herein pledges and agrees to indemnify the CLIENT for any damages or expenses, including any related attorney's fees and legal expenses, incurred by the CLIENT as a result of CONTRACTOR's failure to make such required payments. Upon demand, CONTRACTOR shall provide CLIENT with proof that such payments have been made.

EQUIPMENT & MEANS OF SERVICE. CONTRACTOR is responsible for providing all of his/her own equipment with which to complete the services contemplated by this Agreement. The CLIENT may, in its sole discretion, provide certain equipment if deemed necessary for a particular assignment or task without thereby creating a duty on CLIENT's part to do so again in the future. CONTRACTOR has the sole right to control and direct the means, manner, and method by which the services required herein will be performed. CONTRACTOR shall select the routes taken, days he/she is available to work, and manner in which the work is to be performed. The CONTRACTOR shall not receive any training from CLIENT in the professional skills necessary to perform the services required by this Agreement. Any directions or advice provided to the CONTRACTOR regarding the Description of Services shall be considered a suggestion only and not an instruction.

COMPENSATION. In consideration for the services to be performed by the CONTRACTOR, CLIENT hereby agrees to pay CONTRACTOR as follows:

Compensation Terms: \$1,500 Initial payment at contract signage**

\$2,500 Credit to be applied to Event's Sponsorship Package for Ollin Technology

\$3,500 payment due the day of the event (09/12/2020)

Total Compensation Amount: 7,500

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Said compensation shall become due and payable to the CONTRACTOR upon receipt of an invoice by the CLIENT. The invoice must include the following information: (a) an invoice number; (b) the dates or assignments covered by the invoice; and (c) a description of the work performed. CONTRACTOR's invoices shall be payable pursuant to the following method:

Compensation Method: Cash, check or credit card

**** In consideration to the nature of the event and the fact that CONTRACTOR will engage in expenses related to the project immediately after signage of this document, Initial payment ("down payment") shall be nonrefundable unless CONTRACTOR is responsible for the cancellation of the project .**

EXPENSES. CONTRACTOR shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to, automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the CONTRACTOR hires to assist on the work contemplated by this Agreement.

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The CONTRACTOR hereby represents that s/he has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out the services contemplated by this Agreement and shall provide proof of same upon request by the CLIENT. The CONTRACTOR also represents and warrants that his/her relationship with the CLIENT will not cause or require that s/he breach any obligation or confidence related to any confidential, trade secret and/or proprietary information of any other person, company or entity. Furthermore, the CONTRACTOR acknowledges that s/he has not brought and will not bring or use in the performance of his or her duties for the CLIENT any proprietary or confidential information, whether or not in writing, of a former contracted company or other entity without that entity's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the occurring breach.

DEFINITION OF "PROPRIETARY INFORMATION." For the purpose of this Agreement, "Proprietary Information" shall include, but is not limited to, any information, observation, data, written materials, records, documents, drawings, photographs, layouts, computer programs, software, multi-media, social media, firmware, inventions, discoveries, improvements, developments, tools, machines, apparatus, appliances, designs, work products, logo, system, promotional ideas and material, customer lists, customer files, needs, practices, pricing information, process, test, concept, formulas, method, marketing information, technique, trade secrets, products and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of the CLIENT, its affiliates, subsidiaries or other related entities. The CONTRACTOR herein acknowledges that the CLIENT has made, or may make, available to the CONTRACTOR its Proprietary Information including, without limitation, trade secrets, inventions, patents and copyrighted materials. The CONTRACTOR acknowledges that this information has economic value, actual or potential value, that is not generally known to the public or to others who could obtain economic value from its disclosure or use, and that this information is subject to a reasonable effort by the CLIENT to maintain its secrecy and confidentiality. The CONTRACTOR shall comply with any reasonable rules established from time to time by the CLIENT. B

OWNERSHIP OF PROPRIETARY INFORMATION. All rights, title and interest of any kind and nature whatsoever, in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by the CONTRACTOR during the term of this Agreement and for indefinitely immediately following its termination, shall be the sole and exclusive property of the CLIENT for any purpose or use as it deems necessary or fit. Furthermore, the CONTRACTOR shall promptly and fully disclose to the CLIENT, in confidence and in writing, (i) all Proprietary Information that the CONTRACTOR creates, conceives or reduces to practice, either alone or in conjunction with others, during the term of this Agreement, and (ii) all patent applications and copyright registrations filed by the CONTRACTOR within indefinitely after the termination of this Agreement, including, but not limited to, the materials and methodologies involved in same. The covenants set forth in the preceding sentences shall apply regardless of whether the Proprietary Information is made, written, discussed, developed, secured, obtained or learned (i) solely or jointly with others; (ii) during the usual hours of work or otherwise; (iii) at the request and upon the suggestion of CLIENT or otherwise (iv) with CLIENT's materials, tools, instruments, or (v) on CLIENT's premises or otherwise. The CONTRACTOR irrevocably appoints the CLIENT to act as the CONTRACTOR's agent, representative and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights, trade-marks and similar rights to any Proprietary Information assigned by the CONTRACTOR to the CLIENT under this Agreement. The CONTRACTOR acknowledges that the grant of the foregoing power of attorney shall survive the death or disability of the CONTRACTOR. There is nothing contained within this Agreement that shall be construed to preclude the CLIENT from exercising any and all of its rights and privileges as sole and exclusive owner of all the Proprietary Information owned by or assigned to the CLIENT under the provisions of this Agreement. The CLIENT, in exercising such rights and privileges with respect to any particular item of Proprietary Information, may decide not to file any patent application or copyright registration on said Proprietary Information, may decide to maintain said Proprietary Information secret and confidential, or may decide to abandon said Proprietary Information, or dedicate it to the public. The CONTRACTOR shall have no authority to exercise any rights or privileges with respect to the Proprietary Information herein described that is owned by or assigned to the CLIENT.

OWNERSHIP OF SOCIAL MEDIA. The CLIENT shall have sole ownership over any social media contacts acquired throughout the CONTRACTOR's term of service, including, but not limited to: "followers" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube or any other social media network that has been used or created on behalf of the CLIENT.

RETURN OF PROPRIETARY INFORMATION. Any and all documents, records and books which may be related to the Description of Services as set forth in this Agreement, or any other Proprietary Information shared with CONTRACTOR, shall be maintained by the CONTRACTOR at his/her principal place of business and be open to inspection by the CLIENT during regular working business hours. The documents, records and books which the CLIENT shall have the right to inspect and receive copies of include, but are not limited to, any and all contract documents, any change or purchase orders, and any other items related to the work which has been authorized by the CLIENT on an existing or a potential project related to the services contemplated by this Agreement. Upon termination of this Agreement, or upon the request of CLIENT, the CONTRACTOR shall promptly and immediately deliver to CLIENT any and all property in its possession or under its care and control, including but not limited to, documents, records, or books, or any other Proprietary Information such as customer names and lists, trade secrets and

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intellectual property, or items such as computers, equipment, pass keys, tools, plans, recordings, software, and all related records or accounting/financial information. CONTRACTOR acknowledges that any breach or threatened breach of this Section of the Agreement will result in irreparable harm to CLIENT for which monetary damages could be an inadequate remedy. Therefore, CLIENT shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach by CONTRACTOR as outlined in this Agreement. Such equitable relief shall be in addition to CLIENT's rights and remedies otherwise available at law.

CONFIDENTIALITY CLAUSE. Except as otherwise essential to the CONTRACTOR's obligations in accordance with this Agreement, the CONTRACTOR shall not make any disclosure or divulge any aspect of this Agreement, including the terms and conditions hereof, or any of the Proprietary Information contemplated herein, except as considered essential to the CONTRACTOR's obligations in accordance to his/her relationship with the CLIENT. The CONTRACTOR shall not make any duplication or other copy of any Proprietary Information without prior written authorization from the CLIENT. The CONTRACTOR also shall not remove any Proprietary Information, property or documents, without obtaining prior consent or authorization from CLIENT. The CONTRACTOR shall have the affirmative duty to notify each person to whom any disclosure is made that such disclosure was made in confidence and shall be kept in confidence by that individual, and that said individual shall be legally bound by the provisions of this Agreement to the same extent as the CONTRACTOR. Moreover, the CONTRACTOR agrees not to reveal any of this information to anyone, nor to use this information to the detriment of CLIENT in any way. Failure on CONTRACTOR's part to comply with this Section shall constitute a breach of this Agreement and entitle CLIENT to all remedies under the law as well as those specifically outlined in this Agreement.

COPYRIGHT & REPRODUCTION RIGHTS. All of CONTRACTOR's work under this Agreement shall be deemed "work for hire" and as such, the copyrights of the same shall belong to CLIENT. The CONTRACTOR hereby agrees not to sell, barter or share Proprietary Information obtained or developed during the performance of the services contemplated by this Agreement to any person, company, group, advertising agency, or otherwise, unless CONTRACTOR has CLIENT's express written permission. Any use that exceeds this limited scope, or does not comply with these conditions, shall be strictly prohibited and be deemed a violation of this Agreement entitling CLIENT to pursue all legal remedies and subjecting CONTRACTOR to all penalties allowed under the law.

DEFINITION OF "WORK FOR HIRE." The CONTRACTOR herein acknowledges and agrees that all work of authorship performed for the CLIENT under this Agreement shall be subject to the CLIENT's direction and control and that such work constitutes 'Work for Hire' as such term is defined in 17 U.S.C. § 201 & 202 — *Ownership of Copyright & Material* To that end, the CLIENT shall be considered the 'Author of Program' pursuant to the relevant U.S. Copyright laws. Any and all 'works for hire' shall be the sole and exclusive property of the CLIENT. Furthermore, consistent with the CONTRACTOR's recognition of the CLIENT's sole and complete ownership rights in said materials, the CONTRACTOR agrees not to make use of any Proprietary Information, or any part thereof, for the benefit of any party other than the CLIENT. The CONTRACTOR acknowledges that this Agreement does not apply to any invention, creation, idea or design for which no equipment, supplies, facility or trade secret information of the CLIENT was used and that was entirely on the CONTRACTOR's own time and (i) does not relate to the CLIENT's business or to the actual or anticipated research or development work of the CLIENT;

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or (ii) does not result from any work performed by the CONTRACTOR for the CLIENT. The burden of proof shall rest with the CONTRACTOR with regards to the exceptions contained within this section.

PATENT APPLICATIONS. The CLIENT herein agrees to cover and pay for any and all expenses related to the preparation, execution and prosecution of any patent applications made in the United States of America and all foreign countries wherein the CLIENT may desire to obtain patents. Excluded from this Agreement are any inventions and/or improvements which are related to the CLIENT's business that were made by the CONTRACTOR prior to commencement of this Agreement as follows: (i) as embodied in the United States Letters Patent or any application for a United States Letters Patent that was filed prior to commencement of this Agreement; or (ii) one in the possession of a former company who has already applied and who now owns the invention; or (iii) as set forth in any attachment hereto. Except as otherwise noted on the back of the signature page hereof, there are no inventions heretofore made or conceived by the CONTRACTOR that s/he deems to be excluded from the scope of this Agreement and CONTRACTOR hereby releases the CLIENT from any and all claims by the CONTRACTOR by reason of any use by CLIENT of any invention heretofore made or conceived by the CONTRACTOR.

EXCLUSIVITY, MARKETING AND ADVERTISING. CONTRACTOR understands that while working on an assignment provided by CLIENT he/she represents CLIENT and not any other business, including his/her own business. While on assignment for CLIENT, CONTRACTOR shall not advertise his/her own business, shall not solicit work for him/herself, and shall only distribute CLIENT's business cards, name, and marketing materials. While not on one of CLIENT's assignments, CONTRACTOR may pursue other work for him/herself as long as it does not directly compete with CLIENT as described in this Agreement. The CONTRACTOR shall be allowed to promote or advertise (including such things as conducting marketing surveys, mass marketing, direct mailing programs or use of the internet in such advertising or promotional capacity), any of CLIENT's services and/or products by obtaining the CLIENT's authorization or consent. The CONTRACTOR shall only make use of promotional and informational materials, including, but not limited to, policy applications, marketing materials, training materials and other CLIENT forms, which have been supplied to the CONTRACTOR by the CLIENT or which have been approved in writing by an authorized agent, representative or official of the CLIENT, collectively known as the "Materials." The CONTRACTOR shall only use the Materials in compliance and in accordance with the CLIENT's advertising guidelines then currently in effect. Any such Materials made available to the CONTRACTOR and approved by the CLIENT shall in no way be reproduced, modified or altered in any respect or manner without first obtaining prior written approval. Any materials created by the CONTRACTOR and approved by the CLIENT shall not be modified or altered without the CLIENT's prior written authorization or consent. The CLIENT reserves the right to request from the CONTRACTOR, at any time, samples of any Materials which the CONTRACTOR may be using to verify compliance with the terms and conditions of this paragraph, and furthermore, the CONTRACTOR agrees to provide such samples to the CLIENT within 30 days of the CLIENT's written request. Any and all allowable use by the CONTRACTOR of the CLIENT's Trademarks and/or Logo shall inure to the CLIENT's benefit, under the CLIENT's control, and may be terminated by the CLIENT at will without notice and for any reason. The CONTRACTOR agrees that s/he shall not challenge, directly or indirectly, the validity of the CLIENT's Trademark or Logo or the CLIENT's ownership of said Trademark and/or Logo. The CONTRACTOR shall not make use of the CLIENT's

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Trademark and/or Logo on any internet website and, furthermore, shall not register or use any domain names, meta tags, search engine keywords, hidden texts or URLs that may include any of the CLIENT's Trademark and/or Logo without first obtaining the CLIENT's prior written approval.

CLIENT'S RIGHT TO SUSPEND OR ALTER WORK. The CLIENT reserves the right to inspect, stop and/or alter the work of the CONTRACTOR at any time to assure its conformity with this Agreement and the CLIENT's needs. At any time, the CLIENT may, without cause, direct the CONTRACTOR, by way of providing 1 Day days prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the CLIENT in its sole discretion may see fit or necessary. Any such suspension shall be effected by the delivery of a written notice to the CONTRACTOR of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective. The suspension of work and/or services shall be treated as an excusable delay. Moreover, if at any time the CLIENT believes that the CONTRACTOR may not be adequately performing its obligations under this Agreement or may be likely to fail to complete their work/services on time as required, then the CLIENT may request from the CONTRACTOR provide written assurances of performance and a written plan to correct observed deficiencies in performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

TERMINATION. Either party may terminate this Agreement in whole or in part, whenever the they shall determine that termination is in their best interest. Termination shall be effected by providing 1days written notice of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which such termination shall become effective. The CONTRACTOR shall then be entitled to recover any costs expended up to that point, but no other loss, damage, expense or liability may be claimed, requested or recovered except as provided in this Agreement. In no event shall the CLIENT be liable for any costs incurred by or on behalf of the CONTRACTOR after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the CLIENT. In addition, if the CONTRACTOR is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of CLIENT, is guilty of serious misconduct in connection with performance hereunder, or materially breaches any provisions of this Agreement, the CLIENT may terminate the engagement of the CONTRACTOR immediately and without prior written notice.

EXECUTION. During and throughout the duration of this Agreement, and upon the request of and without any compensation other than that which is herein contained, the CONTRACTOR shall execute any documents and take action which the CLIENT may deem necessary or appropriate to ensure the implementation of all the provisions of this Agreement, including without limitation, assisting the CLIENT in obtaining and/or maintaining any patents, copyrights or similar rights to any Proprietary Information assigned and allocated to the CLIENT. The CONTRACTOR further agrees that the obligations and undertakings herein stated within this section shall continue beyond termination of this Agreement. Should the CONTRACTOR be called upon for any such assistance after termination, then the CONTRACTOR shall be entitled to fair and reasonable payment in addition to reimbursement of any expenses which may have been incurred at the request of the CLIENT. The CONTRACTOR nevertheless agrees to execute and deliver any agreements and documents prepared by the CLIENT and to do all other lawful acts required to



establish, document and protect such rights.

INJUNCTIVE RELIEF. CONTRACTOR hereby acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement; (ii) that the CLIENT will suffer irreparable harm if CONTRACTOR were to breach any of said protections or provisions or his/her obligations under this Agreement; and (iii) that monetary damages may be inadequate to compensate the CLIENT for such a breach. Therefore, if CONTRACTOR were to breach any of the provisions of this Agreement, then CLIENT shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

LIABILITY. CONTRACTOR warrants and acknowledges that he/she shall be liable for any loss or any other financial liability suffered by CLIENT due to CONTRACTOR's failure to perform an assignment as contemplated by this Agreement. Other than a documented medical emergency or an "Act of Nature" beyond CONTRACTOR's control, CONTRACTOR shall be solely responsible for any loss caused by CONTRACTOR's failure to perform. In addition, CLIENT shall not be liable for any loss or damage to CONTRACTOR's equipment under the terms of this Agreement. CONTRACTOR's equipment shall be CONTRACTOR's sole and exclusive responsibility.

INDEMNIFICATION. The CONTRACTOR shall defend, indemnify, hold harmless, and insure the CLIENT from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the CONTRACTOR, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the CONTRACTOR. The CONTRACTOR shall also insure that all of its employees and affiliates take all actions necessary to comply with all the terms and conditions established and set forth in this Agreement. Furthermore, the CONTRACTOR shall name the CLIENT as an additional insured on all related insurance policies including worker's compensation and general liability insurance.

NOTICES. Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses contained in this Agreement. However, each party may change their address, thus requiring written notice of such change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. The CONTRACTOR herein agrees to keep the CLIENT informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email or any other relevant means of contact and communication.

CONTINUING EFFECTS. The CONTRACTOR's obligations with regards to all trade secrets and confidential information contained in this Agreement, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall continue to be binding upon not only the CONTRACTOR, but also the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

CHOICE OF LAW. This Agreement is to be construed pursuant to the current laws of the State of Illinois without giving effect to any conflict of laws principle. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Illinois, in the County of Kane.

MEDIATION, LITIGATION & ARBITRATION. If a dispute arises out of or relates to this Agreement, or the



alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation. The mediation process shall be administered by the Illinois Mediation Services, or another administrator mutually agreed between the parties, and shall be a condition precedent to resorting to arbitration, litigation, or some other dispute resolution procedure. If the mediation process is unsuccessful, either party shall have the option of seeking either arbitration or filing a legal action in a court of competent jurisdiction. If the aggrieved party seeks arbitration, then the dispute shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of Illinois and shall be binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. If, alternatively, the aggrieved party seeks to file an action in court, then the action must be brought a court of competent jurisdiction in the State of Illinois.

LEGAL FEES. Should any party initiate litigation, arbitration, mediation or any other legal proceeding ("Proceeding") against another party to enforce, interpret or otherwise seek to obtain legal or judicial relief in connection with this Agreement, the prevailing party in said proceeding shall be entitled to recover from the unsuccessful party any and all legal fees, cost, expenses, attorney's fees and any other cost or expense and fees arising from (i) such proceeding, whether or not such proceeding progresses to judgment, and (ii) any post-judgment or post-award proceeding, including without limitation, one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorney's fees, costs, and expenses, as well as specific provisions for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

ENTIRE UNDERSTANDING. This document and any schedules attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and carry no further force or effect. This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

HEADINGS. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

SEVERABILITY. If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

MODIFICATIONS OR AMENDMENTS. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both parties hereto with the same degree of formality as this Agreement.

COUNTERPARTS. This Agreement, at the discretion of the parties herein, may be executed in

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counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

WAIVER. If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DRAFTING AMBIGUITIES. All parties to this Agreement have reviewed and had the opportunity to revise this Agreement, and have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits herein.

COPIES. Both the CONTRACTOR and the CLIENT hereby acknowledges that they have received a signed copy of this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Fernando Ramirez

07/01/2020

Mexican Cultural Center DuPage

Enrique Mendoza

07/01/2020

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WEST CHICAGO
220 W NORTH AVE
WEST CHICAGO, IL 60185



Not valid for rebate submissions

Allowable returns for items on this receipt
will be in the form of an in store credit
voucher if the return is done after
11/04/2020

39 PC TOOL SET 85232	
2440942 1@12.99	12.99

3M ELEC TAPE 3/4" X 300" COLD	
WTHR 16736	
3646351 1@1.97	1.97

GRIPLINE TAPE MEASURE 25	
SVGL25M1	
2371663 1@14.99	14.99

WISH HAND SANITIZER 60209	
3.38OZ	
5711159 1@1.11	1.11

Subtotal	31.06
Taxes and Fees	2.48

Total	33.54
-------	-------

Payment Method(s) Used:	
MasterCard - 0785	33.54

37076 09 1311 08/06/20 12:20 PM 03140

C

Productor: Ussete Sánchez
Coordinador: Ixchel de la Rosa

Total solicitado para la pre producción →	\$17,980.00	Gran total
---	-------------	------------

***No incluye el L.V.A**

2.- CANCELACIONES:

Antidopo

No remboursable

reembo

COSTO ANTICIPA:

\$4,172

Pesos Mx

DATOS DE PAGO
Lissete Sánchez Arellano
SAUB50210J5A
Banco Santander
núm. cuenta 20010490589
Clabe interbancaria 014320200104905894

MEXICAN CULTURAL CENTER 1213 JOLIET ST SUITE A WEST CHICAGO, IL 60185		10083
DATE <u>8/24/20</u>		2-118/710 18
PAY TO THE ORDER OF <u>Cash</u>	\$ <u>200.00</u>	CHECK IMAGE
<u>two hundred dollars</u>	DOLLARS	Photo Safe Deposit Box
FOR <u>money wire to Lizette Sanchez</u>		
Republic Bank West Chicago, Illinois 60185 (Joliet)		
⑆010083⑆ ⑆071001180⑆ 1870000091⑆		

972-078-5903

For Customer Service, please call 1-800-777-8784/Para comunicarse con el servicio de atención al cliente, llame al 1-800-777-8784

SUPERMERCADO TAMPICO
516 MAIN ST. IL
6308765353

Money Transfer/Envío de Dinero
CASH/Dinero en efectivo

Operator ID/ID del Operador: ph2

Date of Transactions/Fecha de las Transacciones
August 24, 2020/Agosto 24, 2020

Time of Transactions/Hora de las Transacciones
01:48 PM CDT

Sender/Remitente:
FERNANDO R RAMIREZ
102 MAIN ST UNIT B, WEST CHICAGO IL 60185,
USA
6306662507/6306662507

Final Receiver/Destinataria Final
LISSETE SANCHEZ ARELLANO
SAN BONIFACIO 477 COL VALLEARTA SUR
GUADAJARA
JALISCO
44500
5516853479

Banco Santander (11 or 18 digit Acc/1)

Debit card

20010490589

Expected Foreign Country Payout Location/Localidad
donde Esperan el Pago en país extranjero.
GUADAJARA JALISCO Mexico/México

Service Type/Tipo de Servicio
DIRECT TO BANK PAYOUT LOCATION

Date Available in Final Receiver's Country/Fecha
Disponible en el País del Destinatario Final
August 25, 2020/Agosto 25, 2020

Transfer Amount/
Cantidad de Envío 190.00 USD

Transfer Fees/
Cargos por Envío: + 10.00 USD

Additional Fees/
Cargos Adicionales + 0.00 USD

Transfer Taxes/
Impuestos de Envío: + 0.00 USD

Promotion Discount/
Descuento Promocional USD

Total / Total: 200.00 USD

Exchange Rate/Tipo de Cambio
1 USD = 21.9584 MXN

Transfer Amount/

Invoice

Company Name: Universidad de Veracruz

Date: 8-24-20

Address/City/ZIP Code: CF Xalapa 0101, Jalapa Veracruz 91000

Invoice No.: -

Contact: Jorge Ivan Velasco Lopez

Amount Recieved To:

Invoice Total: \$100

Name: Jorge Ivan Velasco Lopez

Address:

Contact:

Description	Unit Price	Amount
University video production fees		\$100
Total Amount		\$100

Mexican Cutural Center DuPage
103 w Washighton St.
West Chicago, Il 60185

RECEIPT/RECIBO

Thank you/Gracias

TRACKING NUMBER (MTCN)/
NO. DE CONTROL DEL ENVIO:
972-079-7664

For Customer Service, please call 1-800-777-8784/Para comunicarse con el servicio de atención al cliente llame al 1-800-777-8784

SUPERMERCADO TAMPICO
516 MAIN ST. IL
6308765353

Money Transfer/Envio de Dinero
CASH/Dinero en efectivo

Operator ID/No. ID del Operador bh2

Date of Transactions/Fecha de las Transacciones.
August 24, 2020/Agosto 24, 2020

Time of Transactions/Hora de las Transacciones.
02:01 PM CDT

Sender/Remitente
FERNANDO R RAMIREZ
102 MAIN ST UNIT B WEST CHICAGO, IL, 60185,
USA
6306662507/ 6306662507

Final Receiver/Destinatario Final
JORGE IVAN VELASCO LOPEZ
CF XALAPA 0101
JALAPA
VERACRUZ
91000
228 1384454

Banamex (11 or 18 digit Acct#)

Debit card

525678293566494

Expected Foreign Country Payoff Location/Localidad
donde Esperan el Pago en país extranjero.
JALAPA, VERACRUZ, Mexico/México

Service Type/Tipo de Servicio
DIRECT TO BANK/DIRECTO A BANCO

Date Available in Final Receiver's Country/Fecha
Disponible en el País del Destinatario Final
August 25, 2020/Agosto 25, 2020

Transfer Amount/ Cantidad de Envio	90.00 USD
Transfer Fees/ Cargos por Envio	10.00 USD
Additional Fees/ Cargos Adicionales	0.00 USD
Transfer Taxes/ Impuestos de Envio	0.00 USD

[Handwritten signature]

MEXICAN CULTURAL CENTER 1213 JOLIET ST SUITE A WEST CHICAGO, IL 60185		10082
DATE <u>8/24/20</u>		2-118/710 18
PAY TO THE ORDER OF <u>Cash</u>		\$ <u>100.-</u>
<u>one hundred dollars</u>		DOLLARS
FOR <u>Money wire to Mst. Velasco</u>		
Republic Bank West Chicago, Illinois 60185		
<u>(Nerabruz)</u>		
<u>[Signature]</u>		
⑈010082⑈ ⑆071001180⑆ 1870000091⑈		

MEXICAN CULTURAL CENTER 1213 JOLIET ST SUITE A WEST CHICAGO, IL 60185		10084 2-118/710 18
PAY TO THE ORDER OF <u>Giovanni Arellano</u>		DATE <u>9/25/20</u>
<u>five hundred dollars</u>		\$ <u>500.00</u>
FOR <u>materials & labor</u>		DOLLARS
Republic Bank West Chicago, Illinois 60185		Photo Safe Deposit Box on back
MID <u>mm</u>		#010084# 071001180 1870000091#

MEXICAN CULTURAL CENTER 1213 JOLIET ST SUITE A WEST CHICAGO, IL 60185		10085
DATE <u>9/28/20</u>		2-118710 18
PAY TO THE ORDER OF	<u>Buddy Plumlee</u>	\$ <u>500.-</u>
<u>Five hundred dollars</u>		DOLLARS
Republic Bank West Chicago, Illinois 60185		
FOR <u>MID Mural</u>	<u>[Signature]</u>	
⑆010085⑆ ⑆071001180⑆ 1870000091⑆		

MEXICAN CULTURAL CENTER 1213 JOLIET ST SUITE A WEST CHICAGO, IL 60185		10086
DATE <u>9/26/20</u>		2-118/710 18
PAY TO THE ORDER OF <u>Miriam Fernandez</u>		\$ <u>500.00</u>
<u>Five hundred</u> ^{11/20} <u>00</u> DOLLARS		
 Republic Bank West Chicago, Illinois 60185		
FOR <u>MMD MWD</u>		
<u>Melinda</u> <u>Labor</u>		
⑈010086⑈ ⑆071001180⑆ 1870000091⑈		

Use Your  2%
BIG CARD REBATE

MENARDS

MENARDS - W CHICAGO
220 W. North Ave.
W Chicago, IL 60615

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 01/04/21

If you have questions regarding the
charges on your receipt, please
email us at:
WCHIfrontend@menards.com



Sale Transaction

BINDER CLIPS 12CT	*	
5657076	7 @0.35	2.45
WISH HAND SANITIZER	*	
5711159	3 @1.11	3.33
1 1/2" SUCTION CUP HOOKS		
2343930	12 @0.98	11.76
2" SUCTION CUP HOOKS		
2343943	2 @1.26	2.52
TOTAL		20.06
TAX WEST CHICAGO-IL 8%		1.60
TOTAL SALE		21.66
Debit 6115		21.66
Auth Code:080750		
Chip Inserted		
a0000000042203		
TC - a731942eec4a0bf2		

TOTAL SAVINGS 5.62

TOTAL NUMBER OF ITEMS = 24

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
611

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.



INVOICE

Zoom Video Communications Inc.
55 Almaden Blvd, 6th Floor
San Jose, CA 95113
billing@zoom.us

Invoice Date: 04/05/2020
Invoice #: INV14482659
Payment Terms: Due Upon Receipt
Due Date: 04/05/2020
Account Number: 118827691
Currency: USD
Account Information: Mexican Cultural Center DuPage
787 Hickory Lane,
West Chicago, Illinois 60185
United States
mccdupage@gmail.com

Purchase Order #:

TaxExemptCertificateID:

Zoom W-9

CHARGE DETAILS				
Charge Description	Service Period	Subtotal	Tax	TOTAL
Charge Name: Standard Pro Annual Quantity: 1 Unit Price: \$149.90	04/05/2020-04/04/2021	\$149.90	\$0.00	\$149.90

INVOICE TOTALS	
	Subtotal: \$149.90
	Total (Including Tax): \$149.90
	Invoice Balance: \$0.00

TAX DETAILS				
Charge Name	Tax Name	Jurisdiction	Charge Amount	Tax Amount
			Total Tax	\$0.00

TRANSACTIONS				
Invoice Total				\$149.90
Transaction Date	Transaction Number	Transaction Type	Description	Applied Amount
04/05/2020	P-15259985	Payment		(\$149.90)
			Invoice Balance	\$0.00

J

Use Your  2%
BIG CARD REBATE

MENARDS®

MENARDS - W CHICAGO
220 W. North Ave.
W Chicago, IL 60185

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 01/10/21

If you have questions regarding the
charges on your receipt, please
email us at:
wchi11frontend@menards.com



Sale Transaction

160Z, DBLE FACE HALFT	LW
2434221	8.99
8-32X3/4 MACHINE SCREW	
2334855	0.92
RIGHT AVIATION SNIPS	LW
2445430	5.99
ALUM SHEET 6"X16"(.025")	
2284138	9.08
3/4X2X4 AC2 AG	
1234030	16.29
3/4X2X6 AC2 AG	
1234065	31.99
TOTAL	74.16
TAX WEST CHICAGO-IL 6%	5.93
TOTAL SALE	80.09
Debit 0785	80.09
Auth Code:043040	
Chip Inserted	
a0000000042203	
TC - dc8485a41d0d4867	

TOTAL NUMBER OF ITEMS = 6

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
612

GUEST COPY

The Cardholder acknowledges receipt of
cash transaction for the total amount of \$80.09

8

Invoice

Company Name: Ahmet Tachmurador

Date: 10-14-20

Address/City/ZIP Code: Ridgeview, IL

Invoice No.: -

Contact: Ahmet Tachmurador

Amount Recieved To:

Invoice Total: \$180

Name: Ahmet Tachmurador

Address:

Contact:

Description	Unit Price	Amount
Used HP Laptop- Projector use		\$180
Money Order Check #8158100515		
Total Amount		\$180

Mexican Cutural Center DuPage
103 w Washighton St.
West Chicago, Il 60185



MONEY ORDER

2-118/710

CHECK NO. 8158100515

BRANCH: 0015

DATE 10/14/2020



AMOUNT

*****\$180.00

ONE HUNDRED EIGHTY DOLLARS AND ZERO CENTS *****

DOLLARS

**Pay to the
Order of:**

Ahmet Tachmuradov

VOID OVER \$500.00

Remando: Ramirez

**NON-NEGOTIABLE
PURCHASER COPY**

used HP laptop

**Final Details for Order #112-7586539-4098657**

Print this page for your records.

Order Placed: October 10, 2020**Amazon.com order number:** 112-7586539-4098657**Order Total:** \$454.73**Shipped on October 11, 2020****Items Ordered****Price**

1 of: *WEN 56203i Super Quiet 2000-Watt Portable Inverter Generator w/Fuel Shut Off, CARB Compliant, Ultra Lightweight* \$423.60

Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

fernando
526 dodson
geneva, il 60134
United States

Shipping Speed:

One-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 0785

Item(s) Subtotal: \$423.60

Shipping & Handling: \$0.00

Total before tax: \$423.60

Estimated tax to be collected: \$31.13

Grand Total: \$454.73

Billing address

fernando
526 dodson
geneva, il 60134
United States

To view the status of your order, return to [Order Summary](#).

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**Final Details for Order #112-9152685-4299443**

Print this page for your records.

Order Placed: October 10, 2020**Amazon.com order number:** 112-9152685-4299443**Order Total:** \$848.94**Shipped on October 11, 2020****Items Ordered****Price**

1 of: *Optoma GT1080HDR Short Throw Gaming Projector | Enhanced Gaming Mode for 1080P 120Hz Gaming at 8.4ms | 4K UHD Support | Play HDR for 4K and 1080P | High 3800 lumens for Day & Night Gaming, White* \$799.00

Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

fernando
526 dodson
geneva, il 60134
United States

Shipping Speed:

One-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 0785

Item(s) Subtotal: \$799.00
Shipping & Handling: \$0.00

Billing address

fernando
526 dodson
geneva, il 60134
United States

Total before tax: \$799.00
Estimated tax to be collected: \$49.94

Grand Total: \$848.94

To view the status of your order, return to [Order Summary](#).

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THANK YOU FOR SHOPPING AT
MURPHY ACE HARDWARE
(630) 231-2700

90 DAY REFUND/RETURN EXCHANGE

NO RETURNS AFTER 60 DAYS FIX OR
FROM ORIGINAL PURCHASE
10/17/20 2:35PM SUE 555 SALE

1431683 1 EA \$8.59 EA
DROP CLOTH 10'X20' 2MIL \$8.59

SUB-TOTAL:\$ 8.59 TAX: \$.69
TOTAL: \$ 9.28
BC AMT: \$ 9.28

BK CARD#: XXXXXXXXXXXX0785
MID:*****0881 TID:***1129
AUTH: 043513 AMT: \$ 9.28
Host reference #:294933 Bat#

Authorizing Network: MASTERCARD

Chip Read
CARD TYPE:MASTERCARD EXPR: XXXX
AID : A0000000041010
TVR : 8000008000
IAD : 011060100122000000000000000000
TSI : 6800
ARC : 00
MODE : Issuer
CVM : No CVM
Name : Debit MasterCard
ATC :0039
AC : A0B3B232ABE94128
TxnID/ValCode: 176980

Bank card USD\$ 9.28



==>> JRNL#C94933 <<==
CUST NO:*5

THANK YOU FERNANDO R RAMIREZ
FOR YOUR PATRONAGE

Acct: CASH

Customer Copy

NO RETURNS ON POWER EQUIPMENT.



THANK YOU FOR SHOPPING AT
MURPHY ACE HARDWARE
(630) 231-2700

90 DAY REFUND/RETURN EXCHANGE

NO RETURNS AFTER 60 DAYS
FROM ORIGINAL PURCHASE
10/17/20 10:24AM MAX 555 SALE

11167 1 EA \$4.99 EA
DROP CLOTH 9' x 12' 2MIL \$4.99

SUB-TOTAL:\$ 4.99 TAX:\$.40
TOTAL:\$ 5.39
BC AMT:\$ 5.39

BK CARD#: XXXXXXXXXXXX0785
MID:*****0881 TID:***1129
AUTH: 002418 AMT:\$ 5.39
Host reference #:294838 Bat#

Authorizing Network: MASTERCARD

Chip Read
CARD TYPE: MASTERCARD EXPR: XXXX
AID: A0000000041010
TVR: 8000008000
IAD: 01106010012200000000000000000000
TSI: 6800
ARC: 00
MODE: Issuer
CVM: No CVM
Name: Debit MasterCard
ATC: 0038
AC: 39A40B860BF18DF7
TxnID/ValCode: 176922

Bank card USD\$ 5.39



==>> JRNL#C94838
CUST NO: *5

<<==

THANK YOU FERNANDO R RAMIREZ
FOR YOUR PATRONAGE

Acct: CASH

Customer Copy

NO RETURNS ON POWER EQUIPMENT.

P

**Final Details for Order #113-8941642-4923451**

Print this page for your records.

Order Placed: October 12, 2020**Amazon.com order number:** 113-8941642-4923451**Order Total:** \$68.00**Shipped on October 13, 2020****Items Ordered**

2 of: TOKSEL Visible Bluetooth 5.0 Transmitter Receiver for TV PC Home Stereo, 2-in-1 Wireless Bluetooth Adapter with OLED Display Screen, Volume Control, a
Sold by: TOKSEL Direct ([seller profile](#))

Price

\$32.99

Condition: New

Shipping Address:

fernando
526 dodson
geneva, il 60134
United States

Shipping Speed:

One-Day Shipping

Payment information**Payment Method:**

Debit Card | Last digits: 0785

Billing address

fernando
526 dodson
geneva, il 60134
United States

Item(s) Subtotal: \$65.98

Shipping & Handling: \$0.00

Your Coupon Savings: -\$1.98

Total before tax: \$64.00

Estimated tax to be collected: \$4.00

Grand Total: \$68.00

To view the status of your order, return to [Order Summary](#).

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You paid \$400.00 USD

to DuPage Convention and Visitors Bureau
Details

Get PayPal Notifications in Messenger

Paid with

MasterCard x-0785

\$400.00 USD

This transaction will appear on your statement as PAYPAL *DUPAGECONVE

Shipped to

Fernando Ramirez

132 Main St. West Chicago IL 60185

west Chicago, IL 60185

United States

Purchase details

Receipt number: 1710801519354591

We'll send confirmation to:

doxgor1984@gmail.com

Merchant details

DuPage Convention and Visitors Bureau

Return to Merchant



CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Artist-in-Residency Program / Downtown Art Installations
People Made Visible / West Chicago City Museum

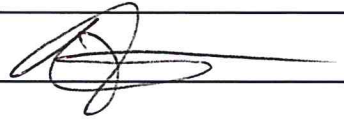
AGENDA ITEM NUMBER: 5.B.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: Nov. 23, 2020

COUNCIL AGENDA DATE: _____

STAFF REVIEW: Tom Dabareiner, AICP

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

Since 2007, People Made Visible (PMV) and the West Chicago City Museum have run an artist-in-residency program. Over the past 14 years, 22 artist projects have engaged the community through the artist projects that ranged from photography, pop-up art making on the streets of West Chicago, painting projects and artist performances.

For the past two years People Made Visible and the West Chicago City Museum have been working with artist Christopher Lucero to conduct oral histories of residents and create personally-themed calaveras of the individuals. Christopher designs the faces, which are then painted on to the West Chicagoan and photographed. These images have been showcased at Gallery 200 and throughout Chicagoland (examples attached). To date, Christopher has captured the stories of 20 West Chicagoans. This project is funded through PMV fundraising and \$500 from the 2019 Cultural Arts Commission budget.

In line with what is being done in other communities with large scale art installations and expanded mural projects to generate interest by residents, visitors and the media, PMV and the Museum are considering how more art can be installed throughout West Chicago. We are looking for feedback from the City about doing installations of artwork similar to the attached photos to buildings in downtown, mocked up in the attachment in a variety of locations *as examples*. These could be done as bracketed banners that could change on an annual basis, highlighting work of other artists and other projects, or be more semi-permanent panel installations.

Sara Phalen will be present to discuss this concept, representing PMV and the Museum.

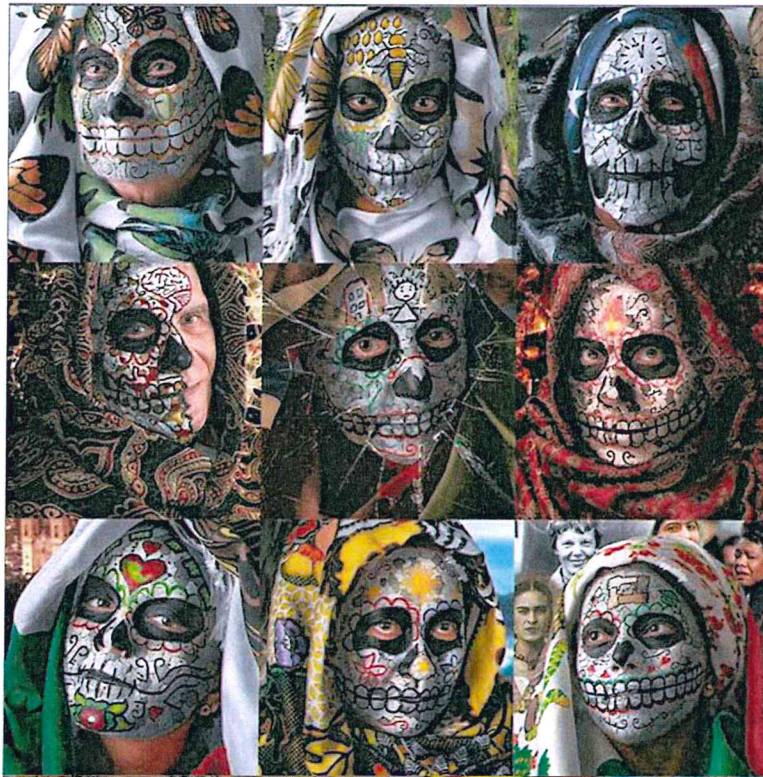
ACTIONS PROPOSED:

Discussion and consideration of regular art installations at various locations downtown.

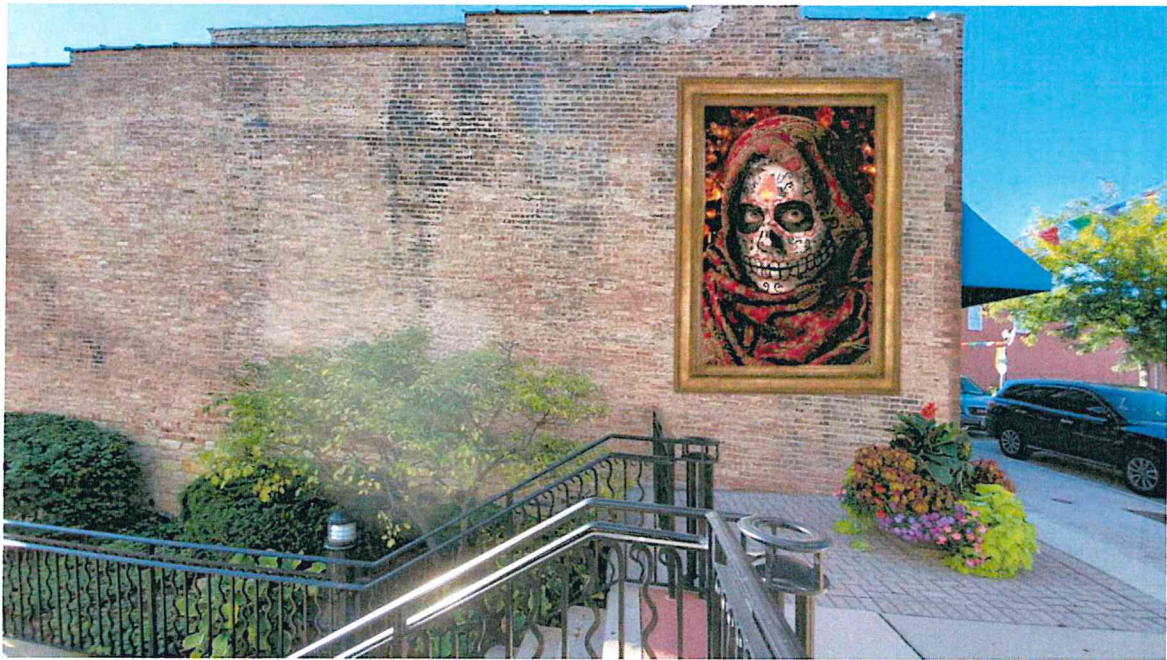
COMMITTEE RECOMMENDATION:

Since 2007, People Made Visible and the West Chicago City Museum have run an artist-in-residency program. Over the past 14 years, 22 artist projects have engaged the community through the artist projects that ranged from photography, popup art making on the streets of West Chicago, painting project and artist performances.

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In line with what is being done in other communities with large scale art installations and expanded mural project to great interest by residents, visitors and the media, PMV and the Museum are thinking through how more art can be installed throughout West Chicago. We are looking for feedback from the City about doing installations of artwork similar to the attached photos to buildings in downtown, mocked up below in a variety of locations as examples to show possibilities. These could be done as bracketed banners that could change on an annual basis, highlighting work of other artists and other projects, or be more semi-permanent panel installations.







The arts are an economic engine, not just providing jobs, but also aiding in the creation of more desirable locations for residents, those looking to relocate and also visitors who seek out unique communities and visit these locations, spending on average \$48 per person when they come into a community (Americans from the Artists economic engine calculator). Examples from other area communities that have successfully utilized similar outdoor artistic installations can be seen below.



Crowd-free activity GUIDE

Aurora, Illinois, which has successfully utilized the arts to anchor an extremely popular First Fridays monthly event and lent themselves to art town-wide attractions to bring people to the town during COVID.

Mural marks Glen Ellyn as the host of coming Frida Kahlo exhibit

dh Daily Herald
Follow



Geoff Bevington doesn't mind the interruptions. He's painted about 150 murals, but this one is special. It's his most personal. So when Metra commuters, Prairie Path users and students try to pull him aside from his unfolding work in downtown Glen Ellyn, Bevington is happy to talk about his inspiration and technique.



Trending People

- Lord Mountbatten**
A British statesman and the last viceroy of India and the first Governor-General of India.
- Anthony Fauci**
Anthony (Dick) Fauci, born December 26, 1924, is an American.
- Aly Raisman**
Aly Raisman is an American gymnast who has won both a medal and a gold medal.
- Margaret Thatcher**
Margaret Thatcher was Britain's first female prime minister and the longest-serving British prime minister of the 20th century.
- Joe Biden**
Joseph Robinette "Joe" Biden Jr. is an American politician who is a U.S. senator from Delaware and the vice president of the United States.
- Barack Obama**
Barack Obama was the 44th President of the United States. Born in Hawaii, he was the first African American President of the United States.
- Saddam Hussein**
Saddam Hussein was the 5th President of Iraq from 1979 to 2003.
- Al Gore**

Inspired by the upcoming Frida Kahlo exhibit coming to College of DuPage, Glen Ellyn received positive publicity this fall for its recent mural featuring Frida.



Artwork



Reflections on Scotts Mill

By Lucy Slivinski,
Sculpture



River of Life

By Junior High and High School Students
from District 203 Schools,
Mosaic



River Reveries

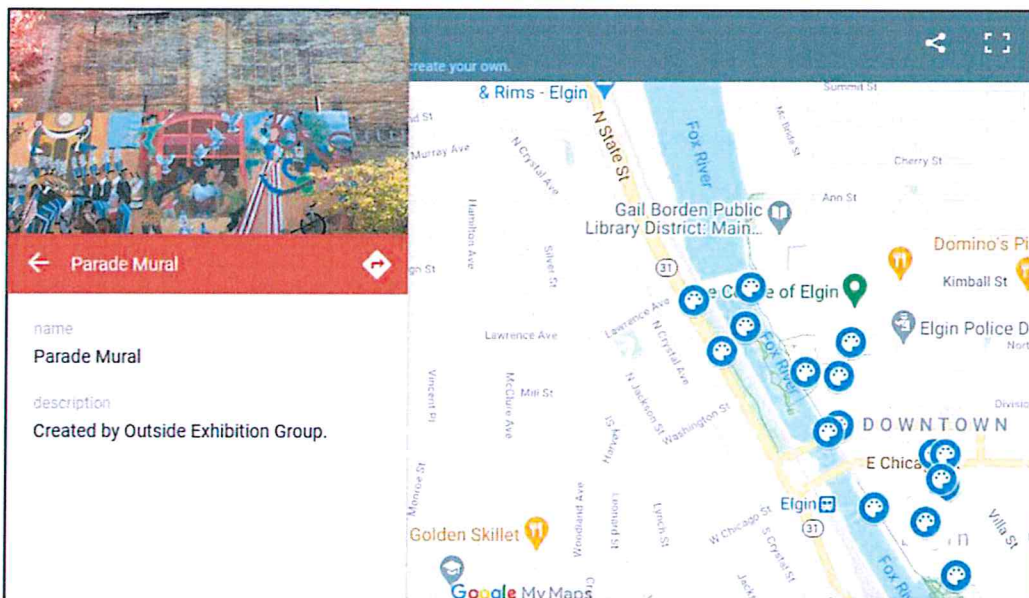
By Jennifer Hereth,
Mosaic



Riverwalk Visionaries

By Kathleen Farrell, assisted by Dante
DiBartolo, David Standifer, and Roberta
Faulhaber,
Sculpture

For the past 24 years Naperville has added to its outdoor art beautifying the community, inspiring community involvement and highlight the community's history in artistic ways.



The City of Elgin has a robust public art collection and attracts visitors through features in Illinois tourism guides, as well as appealing to local residents.

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

**West Chicago Railroad Days 2020
Final Report
Western DuPage Chamber of Commerce**

AGENDA ITEM NUMBER: 5.C.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** November 23, 2020**COUNCIL AGENDA DATE:** _____**STAFF REVIEW:** Tom Dabareiner**SIGNATURE** 

APPROVED BY CITY ADMINISTRATOR:
Michael Guttman

SIGNATURE _____**ITEM SUMMARY:**

The Western DuPage Chamber of Commerce submitted the attached documentation of expenses for West Chicago Railroad Days that was scheduled to take place Thursday, July 9 through Sunday, July 12, 2020 at Pioneer Park. The Public Affairs Committee discussed cancellation of Railroad Days on April 27, 2020 and the cancellation was confirmed by the City Council on May 4, 2020. The cancellation was based on state guidance regarding COVID-19, which has resulted in the cancellation of virtually all festivals to date.

The City requested a report of expenses and a return of the unspent portion of the \$15,000 that was supplied to the Western DuPage Chamber of Commerce the week of February 17, 2020. The \$15,000 was provided in accordance with the Funding Agreement between the City and the Western DuPage Chamber of Commerce per Resolution 17-R-0040 and is attached. On July 27 the Public Affairs Committee requested that the Chamber provide more documentation and also an explanation of efforts to mitigate the non-refundable deposits. The City has not received any proof of efforts to mitigate the non-refundable deposits, although the Chamber provided a general report on expenses, a handful of receipts, a contract, and estimates of staff time spent on a variety of event-related tasks.

The Western DuPage Chamber of Commerce is requesting to keep the \$15,000 due to the spending listed in the four categories below:

1. Estimated labor costs of \$9,921.50
2. A beverage provider dropped their Chamber membership of \$1,995
3. Lost marketing benefits owed sponsors \$4,000
4. Non-refundable deposits of \$2,925

Attached is the proposed addendum to the Railroad Days Funding Agreement 2017 through 2021, which sets forth the additional responsibilities for the Western DuPage Chamber of Commerce and the City when planning upcoming Railroad Days Festivals.

UPDATE:

The Chamber has responded with a letter that has been attached.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Further discussion of the final report and letter.

COMMITTEE RECOMMENDATION:

Western DuPage Chamber of Commerce

306 Main Street, West Chicago, Illinois 60185 ph. 630-231-3003

November 18, 2020

Nicolette,

During the regularly scheduled meeting of the Western DuPage Chamber of Commerce Board of Directors, the addendum proposed by the Public Affairs Committee was reviewed. It is the consensus of the Board that agreeing to the proposed addendum would restrict the Chamber such that meeting the terms of the funding agreement would be impossible. The following points were identified.

The assistance of a professional talent procurement agent has proven to reduce performer costs, broaden talent choices, eliminate performer cancellations (as they risk losing multiple shows if they were to do so) and insures that the coordination of large groups are easily managed throughout the event. This work is (was) performed to completion by the agent in 2020 as evidenced by the schedule submitted and posted online. The proposed addendum would require the Chamber to absorb this cost should event be cancelled as this service is not free and is completed generally by March 1st and often sooner.

There are few stage companies that can provide a stage required for this event and, a stage is required by the funding agreement. We have in the past been forced to pay for a larger and more expensive stage because we waited too long to sign the agreement; again, we are talking about March for a July event. Given the high demand and the unlikely increase of stage availability, none of the stage providers are willing to commit a stage through opening night of the event without recourse. At that point, 100% of the cost would be required.

The cancellation date was intentional as the Chamber is not able to financially underwrite the planning and management of the event without a reasonable opportunity to recover those costs. While some work is done prior to December 31st, that is a risk we knowingly assume but, we sign no contracts until after that date.

It is the belief of the Board that we have exceeded the expectations of the funding agreement and have provided an exceptional, safe, and inclusive event for the City of West Chicago throughout the term of the agreement. It is their desire to build on the relationship and continue to serve the City in any way possible and mutually beneficial.

Should the City wish to discuss alternative solutions that might meet with approval of the City of West Chicago and allow the Directors and Officers of the Western DuPage Chamber of Commerce to meet their fiduciary obligation, the invitation is open.

Please advise by contacting me at your convenience and, be well.

Respectfully,

David J Sabathne
President / CEO

2020 Railroad Days - Cost estimates

Report to Board of Directors

The 2020 West Chicago Railroad Days Festival was officially cancelled by the City of West Chicago on May 4th as a response to the COVID-19 virus threat. The event, in compliance with the contract with the City of West Chicago was scheduled for July 9th through the 12th. While it was cancelled 9-weeks prior to opening, much of the chamber's staff time and resources are expended prior to this date.

The following explains many of the tasks required to plan and manage the event as well as other associated losses incurred because of the cancellation occurring well into the 2nd quarter of the chamber's budget year.

The funding agreement reduces the funding amount by \$10,000 from 2019 as it did in 2019 and 2018 from the original \$60,000 funded in 2017; current funding amount is \$30,000 plus in-kind services estimated at \$17,000. As such, every year the chamber attempts to reduce the overall cost of the event while providing both the mandated components (per contract) and a quality event for the community. To do this, each component of infrastructure and amenity is carefully reviewed and negotiated.

Negotiation meeting, calls and auditions:

Generators required to operate in Pioneer Park, location per contract with City of West Chicago. This included on-site meeting with their manager and consideration of various layouts of stage, trailers, vendors, beer garden and other amenities requiring electricity as well as compliance with City codes. In order to consider alternate and less expensive power options, a preliminary load needed to be determined by calling all previous vendors to ascertain interest in returning to the event and if so, the maximum amperage load of each piece of equipment.

The layout submitted to the City was modified from previous years to meet our goal.

Talent/entertainment:

Entertainment is not only a required component of the event, but it is the favorite feature offered throughout the four-day festival. There is no entry fee to attend Railroad Days and free concerts are a big draw. Fred Brennon is contracted by the chamber to seek out performers that offer a blend of music styles and genres.

All acts are proposed to the chamber to review, often by attending a performance that is open to the public; three acts were auditioned in person for the 2020 lineup. All others were reviewed by all staff by way of press kits, referrals, YouTube videos, Facebook, and other social media sources to ensure that each performer was appropriate in content and delivery. When approved, Mr. Brennon would present a contract for review, assist in negotiations and secure contract for performance.

Carnival:

Also, a required offering for the festival, the carnival is very popular and is the major source for revenue to support the event; \$25,000 - \$38,000 in recent years. One challenge is that weather can have an impact on the participation and particularly on days/times when a single price (wristband) is offered. In

2020, a *single price for each day was negotiated for Every day, All Day*. This was expected to both increase participation and revenue.

Stage, sound, and lighting:

Quality entertainment required quality sound equipment, stage, and lighting to enhance the overall experience for the audience. In keeping with the goal of working with a smaller budget while maintaining a superior experience for those attending these too were negotiated for 2020. The stage size was reduced, and the sound provider was also worked with to reduce the costs where possible.

Marketing:

The 2020 West Chicago Railroad Days web feature was fully developed to include all the entertainment lineup, vendor applications, bus schedule and location (considering construction), new carnival pricing and schedules. While this may seem easy, it is anything but. Whenever a change is made to the lineup, additional video clips or sponsors are added, changes must be made. In 2020 it was important to make the website mobile device friendly as it is estimated that 80% of visitors will use a mobile device for directions and to review activities.

In addition, radio and TV commercials were in production as well as the printed marketing materials i.e. fliers, posters, and City of West Chicago newsletter copy.

Summary of loss

While the chamber does not practice cost accounting and therefore must rely on estimates to determine time spent and other hard costs, this estimate is determined to be not less than **\$9950.00** un-weighted labor costs directly related to the 2020 West Chicago Railroad Days planning and management YTD. A total of **270 staff hours is a conservative estimate of work exclusive to West Chicago Railroad Days through May 2020.**

In addition, the beverage provider dropped their Chairman's Club membership of **\$1995.00** and the Chamber must now create additional marketing benefits for our sponsors or other benefits that will be valued equally to the marketing benefit expected from Railroad Days. The marketing benefit must be at or above **\$4,000.00** allocated to this event.

No-refundable deposits YTD are **\$2925.00** paid for talent acquisition and stage lease.

American Mobile Staging: \$1925

The Brennon Agency: \$1,000 *it should be noted that all talent contracts were completed and therefore the full \$2,000 fee should have been paid; 50% was negotiated for the benefit of the City of West Chicago by the Chamber.

Profit history: Net retained by the Western DuPage Chamber of Commerce

2017	\$34,787.48
2018	\$31,056.38
2019	\$26,141.12

Nicolette Stefan

From: David Sabathne <dave@westerndupagechamber.com>
Sent: Monday, August 31, 2020 9:50 AM
To: Lori Chassee; Ruben Pineda; Michael Guttman; Nicolette Stefan
Subject: Railroad Days reporting
Attachments: 2020 1of2 American Mobil Staging.pdf; 2020 1of2 Brennan Agency.pdf; WDCC Railroad Days Stage.pdf; Public Affairs Committee Chairman Chassee.docx

Good morning,

Please see the attached letter and records regarding the 2020 West Chicago Railroad Days Festival.

Respectfully,

David

WESTERN DUPAGE CHAMBER OF COMMERCE



DAVID J. SABATHNE

PRESIDENT & CEO ACE, IOM

PROUDLY SERVING WARRENVILLE & WEST CHICAGO

306 MAIN ST., WEST CHICAGO IL 60185

PHONE: 630-231-3003 FAX: 630-231-3009

Western DuPage



Chamber of Commerce



WESTERNDUPAGECHAMBER.COM



**"ONE STOP OPERATOR"
WORKFORCE DEVELOPMENT**



Public Affairs Committee Chairman Chassee
City of West Chicago
475 Main Street
West Chicago, IL 60185
VIA: Email

August 27, 2020

Re: 2020 Railroad Days Funding information request

Dear Chairman,

During the Public Affairs Committee meeting July, the Western DuPage Chamber of Commerce was asked to provide greater detail of the expenses incurred relating to the planning and management of the 2020 West Chicago Railroad Days Festival. At that time, all chamber staff was furloughed or hours were reduced by 80% which made it impossible for us to compile the requested information immediately; we apologize for this unavoidable delay.

On August 17th the Chamber was able to recall all staff back to full pre-COVID levels and begin the reopening process. The Board of Directors and I have made it a priority to look back at the work related to our contractual obligation to the city and identify any detail that is available relating to the festival and report to you as soon as we can.

Attached are two payment receipts for work performed by outside contractors on behalf of the chamber but related to the 2020 West Chicago Railroad Days Festival. Each of these required a non-refundable deposit which was made and forfeited when the cancellation took place on or after May 4th, 2020.

Again, the Chamber staff will continue to dedicate time to respond to your request and hope that you accept our apology and understand that our organization is not exempt from disruptions related to the ongoing pandemic and did not qualify for the many benefits that most other businesses and organizations received; although as a leader within the community you should know that with our assistance substantial benefits were received by our West Chicago businesses.

Respectfully,

David J. Sabathne, ACE/IOM

President

3000

American Mobil Staging, Inc.

Date	Type	Reference
1/30/2020	Bill	

Original Amt.
3,850.00

Balance Due
3,850.00

2/1/2020
Discount
Check Amount

Payment
1,925.00
1,925.00

50% Deposit

Checking

1,925.00

PRODUCT SSLT103 USE WITH 91663 ENVELOPE Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

C1EB22 CHIKOK05 08/28/2018 17:54 -153- 

The Brennan Agency			2/1/2020	
Date	Type	Reference	Discount	Payment
1/27/2020	Bill			1,000.00
		Original Amt.	Balance Due	
		2,000.00	2,000.00	
			Check Amount	1,000.00

50% Deposit

Checking

1,000.00

RODUCT SSLT103 USE WITH 91663 ENVELOPE Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop



6286438701



C1EB22 CHIKDK05 08/28/2018 17:54 -151-

American Mobile Staging Inc.

1841 Mitchell Blvd. Schaumburg, IL. 60193

Ph. 847-584-0350 Fax. 847-584-0352

CONTRACT AGREEMENT

1. This contract is entered into this date 1/30/2020.
2. Between American Mobile Staging, Inc. ("AMS") and **Western Du Page Chamber of Commerce** ("customer").
3. To provide services, personnel and/or equipment for **Rail Road Days 2020**.
4. The services shall be provided by American Mobile Staging, Inc. to customer from: **7/9/2020 to 7/12/2020**.
5. All personnel and equipment shall be returned to AMS by **7/13/2020**.
6. Customer agrees to pay to AMS a total fee of: **\$3850.00**
7. A nonrefundable deposit shall be paid with the execution of this contract in the amount of: **\$1925.00**
8. With the balance due prior to set up: **7/9/20** In the amount of: **\$1925.00**
10. Unless otherwise defined in this contract, setup and dismantle labor shall be provided by AMS but limited to the time restrictions on line 11.
11. Labor is limited to **4 hour(s)** for setup and **4 hour(s)** for dismantle labor is included in this contract. Any overages will be invoiced and payable Net 30 days of line 5 above.
12. **No services and, or equipment shall be considered reserved until this contract is signed by customer and received by AMS with the deposit amount (from line 7).**

Customer:

Western Du Page Chamber of Commerce
Attn. Dave Sabathne
306 Main Street
West Chicago
IL 60185
Phone: 630-231-3003
Fax:

Services to be Provided And Amendments to this agreement shall be set forth on **Schedule A**.

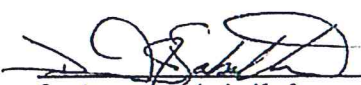
Additional Terms, Conditions and Change Orders shall be set forth on **Schedule B** and are in addition to the contract price above.

Staging Rider shall be set forth on **Schedule C**. Customer shall pay all additional costs and expenses reflected therein.

GENERAL TERMS AND CONDITIONS: All the general terms and conditions attached to this agreement are incorporated by reference herein as though set forth at length. All such terms and conditions as well as riders have been read and understood by the parties to this agreement.

AUTHORITY: Each party executing this agreement, or any changes thereto, warrants and represents to the other that they have the right and authority to enter into this agreement on behalf of, and legally bind, the party for whom they are signing.

Nicholas R. Serino, President
American Mobile Staging, Inc.


Customer, on behalf of:

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



Signature
Required.

Schedule A: Services to be Provided And Amendments

Year: 2020 **Invoice #** 10563
Date Out: 7/9/2020
Date In: 7/12/2020
Show: Rail Road Days 2020

Stages come with:	Stage	1	2	3	4
Banner Bars.....		Yes			
Sound Wings.....		Yes			
House Mix Site....					
Drum Riser.....					
Back Drop.....		Yes			
Monitor Mix Site..					
Skirting.....		Yes			
Extra Stair Units..					

SERVICES PROVIDED

- 1.
- 2.
- 3.
- 4.
5. 1 24'x16'x4' Superstage
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

Discount:	
Sub Total	\$3,850.00
Total Equipment:	\$3,850.00

Amendments:

- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.

Amendment Total:

Expenses:

Total Expenses:

LABOR

<u>DATE</u>	<u>Crew</u>	<u>RATE</u>	<u>OT</u>	<u>OT TOTAL</u>	<u>TOTAL</u>
-------------	-------------	-------------	-----------	-----------------	--------------

Total Labor:

Total Labor:

Total Expenses:

Trucking:

Total Equipment: \$3,850.00

Amendments:

On Site Additions:

Total: \$3,850.00

Payments:

Balance Due: \$3,850.00

Western DuPage
Chamber of Commerce

306 Main St.
 West Chicago, IL 60185

On behalf of:

Customer,



Signature
Required.

Schedule B: Additional Terms, Conditions and Change Orders

Change to contract	Fee	Approved By:
1. _____	_____	
2. _____	_____	
3. _____	_____	
4. _____	_____	
5. _____	_____	
6. _____	_____	
7. _____	_____	
8. _____	_____	
9. _____	_____	
10. _____	_____	
Total Amendments		

GENERAL TERMS AND CONDITIONS

Equipment: AMS warrants and represents that the equipment furnished under this Agreement is in good and efficient working order. In the event of equipment failure through no fault of Customer, AMS shall repair or replace said equipment as quickly as possible so as to minimize any delay or inconvenience to Customer. AMS makes no warranty or representation of any kind as to the suitability of said equipment for any given purpose. Customer warrants and represents that said equipment shall be used only under those conditions, and for those purposes, for which it was designed and intended. Customer agrees to hold AMS harmless from any and all loss, damage and expenses caused by or arising out of the use of said equipment. As well as transportation if transported by customer. Customer shall return all equipment to AMS in the same condition as delivered to Customer, except for normal wear and tear in similar service.

Insurance: Customer will be held responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than the AMS agent or employees. Customer shall provide sufficient, Casualty and Public Liability Insurance coverage for any loss, damage, injury or expense caused to the AMS equipment or personnel for which the Customer is responsible under the terms of this Agreement.

AMS Personnel: Unless otherwise specifically required by terms of this Agreement, AMS shall not be required to provide personnel who are members of any union or guild. AMS personnel shall not be required to perform any services not contemplated under this agreement. AMS personnel shall not be required to be certified by any organization unless mandated by any branch of government of the United States of America.

Indemnity: Each Party agrees to indemnify, defend and hold the other Party and its respective officers, officials, agents, and employees harmless from and against any and all claims, damages, liability, loss and expenses (including reasonable attorney fees), by reason of any negligent or wrongful act or omission of the Indemnifying Party, including the Indemnifying Party's officers, officials, agents, employees and invitees.

Credits: If any portions of the services produced by the AMS during the term of this Agreement are broadcast or reproduced for commercial exhibition or release, other than news coverage, Customer agrees that an appropriate credit will be given to AMS for the Services under the Agreement. No additional fees will result, provided appropriate credit is given. Bad faith or inadvertent failure to give such credit shall be deemed a breach of this Agreement and will result in additional fees being paid to AMS by Customer for such commercial use.

Customer Duties: Customer shall provide adequate and timely access to the place of performance to allow AMS personnel sufficient time and ability to perform its obligations under this Agreement. Customer shall also be responsible for providing adequate security for the safety of the AMS equipment and personnel. In addition, Customer shall be responsible for providing for any and all ancillary and necessary Services and conditions not specifically required of AMS under this Agreement in order to allow AMS to perform its obligations under this Agreement. Any additional costs and expenses incurred by AMS to fulfill Customer's duties under this Agreement shall be paid by Customer.

Unsafe Conditions: In the event that AMS, or their designated representative, shall in good faith determine that the conditions (whether due to access, exposure, weather, or otherwise) are unsafe to AMS personnel and/or equipment, the performer(s) or any other person(s) or property, AMS or their designated representative shall have the right to delay or refuse to render any further Services under this Agreement without liability or breach of this Agreement unless and until the Customer shall acknowledge such conditions in writing and specifically indemnify and hold AMS and his personnel harmless from any and all loss, damage, injury, and/or expense arising from or relating to the use of equipment during the term of this Agreement.

Force Majeure: AMS shall not be liable for any delay or failure to perform under this Agreement if such delay or failure is caused or prohibited by conditions of force majeure, including strikes, labor disputes, fire, breakdown of transportation, weather, acts of God, acts of restraints of any government agency or any similar such events which are beyond the reasonable control of AMS.

Time Is of the Essence: It is understood and agreed by all parties to this Agreement that time is of the essence.

Modifications and Changes: Any modifications, changes or amendments to this Agreement, whether oral or in writing, which are made between the date of this Agreement and commencement of Services and obligations to be performed by Contractor, shall be set forth in writing as part of Schedule B to this Agreement and signed by Customer prior to the rendering of any Services by AMS.

Early Delivery: In the event of early delivery or late pickup whether beneficial to the Customer or AMS, and agreed upon in writing or verbally by both sides, all terms and conditions, schedules and riders shall readjust and be in full force to include those dates.

General Provisions: This Agreement may be executed in counterparts, each of which will be deemed original for all intents and purposes. In the event of any action at law or equity, including any arbitration proceedings, the prevailing party shall be entitled to reasonable attorney's fees and costs. Notwithstanding the fact that one or more parties hereto may have executed this Agreement outside the State of Illinois, it is acknowledged and agreed that this Agreement shall be governed by and construed under the law of the State of Illinois and in the event of any suit to enforce or interpret this Agreement or any of its terms and conditions, the parties agree that this Agreement shall be deemed to have been executed within the State of Illinois, and any action shall be instituted in the court of competent jurisdiction in the County of Cook, State of Illinois.

Finance Charge: Customer agrees to pay a finance charge of 1.5% interest per month for any invoice not paid net 30 days of line 5.

Payments: No equipment or service shall be considered reserved until 50% deposit and this signed contract has been received by AMS. Balance is due upon delivery of stage. Any additional charges shall be due Net 30 of line 5 of contract agreement.



Customer,

Western DuPage
Chamber of Commerce
on behalf of:
306 Main St.
West Chicago, IL 60185



Signature
Required.

Schedule C

Staging Contract Rider

The following terms and conditions will act as part of the AMS Contract.

1. The customer shall secure any and all permits and/or fees for the placement and use of products of attached contract.
2. The placement of all stages will be on solid and level ground.
3. It is the customer's responsibility to install a solid surface such as plywood to ensure a safe delivery and pickup of AMS products. Any questionable soft surface, should marked and protected by customer prior to delivery to help stay within the time limits of this contract. Any damage unless caused by the direct negligence of AMS to any surface as a result of delivery or pickup including, but not to be limited to, baseball or soccer fields, parks and sprinkler systems is the responsibility of the customer.
4. The customer understands and agrees to pay for any damages to AMS equipment other than that of normal wear and tear or caused by AMS.
5. The customer understands they have the option to have onsite labor at a cost of \$300.00 per day for the first 8 hours of each day and \$ 45.00 per hour thereafter during show days. This fee is to supply the customer with one person to manage the functions of the stage such as roof movement, and safety monitoring. This is an additional cost the the customer and will be invoiced in addition to this contract price. By declining onsite labor the responsibilities and liability of the stage becomes that of the customer and undersigner.

I accept onsite labor. _____ I decline onsite labor. _____



Signature
Required.

6. The customer understands and agrees not to cover, hide or remove the AMS logo or phone number on any rented stage.
7. The customer agrees to send AMS directions to the event as well as setup and take down times 7 days prior to the event to assure an on time delivery.
8. The customer is responsible for the actions of anyone attending the event, and agrees to provide reasonable security to protect the equipment and staff of AMS.
9. The customer understands and agrees to pay any additional fees such as optional labor or charges set forth in schedule B and C net 30 days of setup in date.
10. The customer agrees not to exceed the stage roofs uniform distributed load weight limits as follows:
Unless a rigging plot is provided and approved by AMS 14 days prior to delivery date.

1. 16'X16'X3' American Mobile Stage	(250 pounds on a Uniform Distributed Load basis.)
2. 16'X16'X3' American Mobile Mix/Stage	(350 pounds on a Uniform Distributed Load basis.)
3. 24'X16'X4' Superstage	(500 pounds on a Uniform Distributed Load basis.)
4. 28'X14'X3' Century Stage	(250 pounds on a Uniform Distributed Load basis.)
5. 32'X14'X3' Wenger Stage	(250 pounds on a Uniform Distributed Load basis.)
6. SL 100 24'X20'X5' Stageline Stage	(750 pounds on a Uniform Distributed Load basis.)
7. 32'X20'X4' Superstage Stage	(1000 pounds on a Uniform Distributed Load basis.)
8. 32'X24'X4' Superstage Stage	(1000 pounds on a Uniform Distributed Load basis.)
9. SL-250 Stageline New Generation	(2000 pounds on a Uniform Distributed Load basis.)
10. 40'X24' Century Front Row Stage	(2000 pounds on a Uniform Distributed Load basis.)
11. 40'X28' Century Front Row Stage	(2000 pounds on a Uniform Distributed Load basis.)
12. 44'X30' Superstage	(2000 pounds on a Uniform Distributed Load basis.)
11. The customer understands and agrees that any labor provided by Customer (whether paid labor or volunteered on behalf of Customer) shall not be entitled to any benefits afforded employees of AMS, including, but not limited to workers' compensation benefits health insurance or payment for services provided. Customer further understands and agrees that it is their solely responsible for complying with all state and local laws as it applies to providing labor to a third party. At no time is anyone working or performing on the stage considered an employee AMS unless they are compensated directly by AMS.
12. AMS shall be allowed additional compensation in the event the customer fails in their obligations set forth at length under the amendments section of this contract. as it pertains to costs incurred by AMS to complete their obligations under this contract.
13. Any banners, backdrops, advertisements or decorations etc. of any kind that are provided by the customer whether attached to the stage by the Customer or AMS shall be the sole responsibility and liability of the customer as it pertains to loss, damage and injury of any kind. All supplies to hang, adhere or attach banners, backdrops, advertisements or decorations etc. shall be provided by the customer. Any help given for such services provided by AMS is merely a courtesy and not part or required by this contract.
14. It is understood by all parties involved that AMS. onsite call time is based on a 4 hour set up and a 4 hour take down time limit. If AMS exceed time limits do to changes implemented on the site and or are delayed by customer's other sub contractors or other reasons beyond our control. Customer agrees to pay \$30.00 per hour per person that was delayed past 4 hour(s). The cost of the time will be included on the invoice as additional labor charges. No additional charges will be occurred if the delay is caused by weather or AMS.



Customer,

Western DuPage
Member of Commerce
306 Main St.
West Chicago, IL 60185



Signature
Required.

Nicolette Stefan

From: David Sabathne <dave@westerndupagechamber.com>
Sent: Thursday, September 17, 2020 11:36 AM
To: Lori Chassee; Ruben Pineda; Nicolette Stefan; Michael Guttman
Subject: Cost Detail West Chicago Railroad Days
Attachments: Cost Detail.pdf

Attached you will find the cost detail report that was requested by the Public Affairs Committee. On behalf of the Board of Directors and staff of the Western DuPage Chamber of Commerce, thank you for your patience and consideration.

A printed copy has been mailed to the City of West Chicago as well.

After you have had time to meet and discuss this report, please let me know next steps. Please feel free to call or email if we can be of further service and, be well.

Respectfully,

David

WESTERN DUPAGE CHAMBER OF COMMERCE



DAVID J. SABATHNE
PRESIDENT & CEO ACE, IOM
PROUDLY SERVING WARRENVILLE & WEST CHICAGO

306 MAIN ST., WEST CHICAGO IL 60185
PHONE: 630-231-3003 FAX: 630-231-3009



WESTERNDUPAGECHAMBER.COM



"ONE STOP OPERATOR"
WORKFORCE DEVELOPMENT

2020 West Chicago Railroad Days

Western DuPage Chamber of Commerce

COST OF SERVICE REPORT

Introduction:

The Western DuPage Chamber of Commerce begins planning West Chicago Railroad Days no later than November 1st the year before scheduled event; November 2019 for July 2020 event. This is done for a number of reasons 1) sponsorship funding is reduced each year and therefore any area that may provide cost reductions is reviewed and negotiations begin. 2) Performers begin putting out feelers and begin to decide on their desired schedule. 3) booking entertainment begins in early January; penciled in bands are then inked for the year. Finally, since the City and Chamber have the option of cancelling the contract on or before December 31st, no contracts can be signed by the chamber until January 1st.

Internal (Chamber) Cost Detail

The following reflects the costs as outlined in the cost report given to the City of West Chicago in August. As requested by the Public Affairs Committee, greater detail has been added. These are best estimates based on a comprehensive review of scheduled appointments, documents, emails, contracts and such. As previously reported to the Committee, the chamber does not have a cost accounting protocol and therefore, like most organization, many tasks take place each day and often are unrelated except that they impact services and obligations that the chamber performs.

DESCRIPTION	STAFF		
	HOURS	RATE	TOTAL
Generators required to operate in Pioneer Park, location per contract with City of West Chicago. This included on-site meeting with their manager and consideration of various layouts of stage, trailers, vendors, beer garden and other amenities requiring electricity as well as compliance with City codes. In order to consider alternate and less expensive power options, a preliminary load needed to be determined by calling all previous vendors to ascertain interest in returning to the event and if so, the maximum amperage load of each piece of equipment.			
Phone call with Scott from GenPower: review 2019 bill detail, discuss cost reduction strategy	2	55.00	110.00
Meeting with Scott with GenPower on-site	1	55.00	55.00
Contact prior vendors (15) to get power requirements	6	55.00	330.00
Layout multiple plans that would reduce distance between high energy users and generators to reduce costs.	3	55.00	165.00
Review plans with Scott with GenPower for least costly layout	1.5	55.00	82.50
Received and reviewed proposal, signed and submitted agreement	1	55.00	55.00

Entertainment is not only a required component of the event, but it is the favorite feature offered throughout the four-day festival. There is no entry fee to attend Railroad Days and free concerts are a big draw. Fred Brennon is contracted by the chamber to seek out performers that offer a blend of music styles and genres.

All acts are proposed to the chamber to review, often by attending a performance that is open to the public; three acts were auditioned in person for the 2020 lineup. All others were reviewed by all staff by way of press kits, referrals, YouTube videos, Facebook, and other social media sources to ensure that each performer was appropriate in content and delivery. When approved, Mr. Brennon would present a contract for review, assist in negotiations and secure contract for performance.

Researched stage options for smaller and/or assembled (vs trailored one-piecestage)	3	55.00	165.00
Attended performance of Band: Wild Daisey's	4	55.00	220.00
Attended performance of Band: In the Stix	4	55.00	220.00
Attended performance of Band: Modern Day Romeos	4	55.00	220.00
Screened five bands proposed: Press kits, CD and Youtube	8	55.00	440.00
Reviewed pricing (and requirements) for five proposed band	2	55.00	110.00
Requested additional entertainment options; pricing higher in first round and need to get down a bit.	1	55.00	55.00
Followup on The Chicago Experience (Dan Rakow referral)	1	55.00	55.00
Reviewed Chicago Experience and Chicago Latin Groove...minor changes requested by chamber.	1	55.00	55.00
Contracts approved for Chicago Experince & Latin Groove: Need W-9s	1	55.00	55.00
Reviewed OMT proposal: okay to hire request contract from Fred	1	55.00	55.00
Review Band Stage requirements send to Sound Tech	2	55.00	110.00
Contract from Fred: need W-9 follow up OMT	1	55.00	55.00
Request pricing for Back-line	1	55.00	55.00
Assembled stage will not work, need price American Moble Stage. Go smaller than 2019 to reduce cost must have 24' width w/wings	1	55.00	55.00
Need press kits for all bands for virtual and print materials	3	55.00	165.00
Audition local Latin Band: referred by friend of chamber	4	55.00	220.00
BookedTamborazo El Profeta - El Pavidio Navido	1	20.00	20.00
Call all past submittals (priority bands) that were unable to sign. Sammy and the Knights were cancelled while on-site in 2019 but waived fee...re-sign them.	10	20.00	200.00
Confirmed pricing and schedule for Sammy and the Knights.	1	55.00	55.00
Complete additional fill-in bands. No back-line or extras needed	5	55.00	275.00

Also, a required offering for the festival, the carnival is very popular and is the major source for revenue to support the event; \$25,000 - \$38,000 in recent years. One challenge is that weather can have an impact on the participation and particularly on days/times when a single price (wristband) is offered. In 2020, a *single price for each day was negotiated for Every day, All Day*. This was expected to both increase participation and revenue.

Meet with Tom and inquire about "spectacular" level ride: I think it would draw well this year with single pricing

Discuss assist with fencing up/down: area keeps growing and without Sheriff help, very hard to complete. 3000 feet of snow fencing

Verify insurance: get COI and updated W-9

Schedule (verify) background check status

Coordinate Sanitation, fuel and Ice Delivery

Local hiring: COVID employment challenge work out schedule 1-week prior (Bartlett) may continue to Plainfield. WorkNet DuPage as backup

10	55.00	550.00
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City and other tasks:

Complete Special Event Application: Building permit, utility and dumpster schedule, narrative of event, safety plan w/CDC guidelines, insurance COI, all in-kind service request, layout (revised) schedules. Hours and close of sales (1/2 hour T,F&S, 45-min Sun).

8	55.00	440.00
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Sanitation: brown water tank and extra cleaning.

1	55.00	55.00
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Ice delivery agreement and delivery schedule

1	20.00	20.00
---	-------	-------

Stage delivery schedule...send layout

1	55.00	55.00
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Generator Schedule: make sure PD trailer is positioned before noon

Tuesday...needs direct connect 30+ amp.

2	20.00	40.00
---	-------	-------

Volunteer schedule: CAP, Beer Garden, SWAP, community and Chamber Board...see community list for updates from 2019. Contact Jenny.

3	20.00	60.00
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Verify sponsor on-site presence: booth/electric/days

1	55.00	55.00
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2	18.00	36.00
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Larger tent for CERT

-

Food ticket price at \$7.50 per redeemed. Police, staff, volunteers, bands (when necessary) and other assist...CERT, Fire...ETC. Chamber expense.

-

Verify signage and prepare order w/graphics: City, Alcohol, Hours, Parking, ADA, Firearms, Directional, marketing.

6	20.00	120.00
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BASSET Training for staff update

2	18.00	36.00
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Liquor license: State and City (\$425)

-

Complete Tax documents for liquor sales: no organization exempt any longer

1	55.00	55.00
---	-------	-------

Sanitize tokens, additional order to maintain rotation in beer garden 1000?

2	20.00	40.00
---	-------	-------

Attend Public Affairs Committee Meeting

1	55.00	55.00
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Attend Public Affairs Committee Meeting	1	55.00	55.00
Verify construction schedule: Schools and City Public Works for any interruptions or closings.	1	55.00	55.00
Add Pioneer School as Emergency shelter: consider guidelines and may have to provide waiver and insurance; check back in May.	1	55.00	55.00
Review State guidelines against City contract to see if we can midify pahe 4 and still comply with contract terms.	4	55.00	220.00
Budget preparation for BOD	4	55.00	220.00
Staff meetings for RR Days 1-2 hours per week to review task list, challenges, completions, budget implications ETC from November through March.			
Intermittant phone/virtual meetings through April			-
21 x 1.5 = 31.5 hours per staff member 5 x 1/2 = 2.5 hrs per staff member total 34 hours per staff member.			-
Staff	34	55.00	1,870.00
Staff	34	20.00	680.00
Staff	34	18.00	612.00
<i>Quality entertainment required quality sound equipment, stage, and lighting to enhance the overall experience for the audience. In keeping with the goal of working with a smaller budget while maintaining a superior experience for those attending these too were negotiated for 2020. The stage size was reduced, and the sound provider was also worked with to reduce the costs where possible.</i>			
Meet with Richard Peck, review equipment downgrade options and price reduction. Thursday to provide own back-line to reduce 1-day tech cost.			
Load-in schedule to be worked out; Thursday AM for direct line install	4	55.00	220.00
<i>The 2020 West Chicago Railroad Days web feature was fully developed to include all the entertainment lineup, vendor applications, bus schedule and location (considering construction), new carnival pricing and schedules. While this may seem easy, it is anything but. Whenever a change is made to the lineup, additional video clips or sponsors are added, changes must be made. In 2020 it was important to make the website mobile device friendly as it is estimated that 80% of visitors will use a mobile device for directions and to review activities.</i>			
Radio and TV commercials were in production as well as the printed marketing materials i.e. fliers, posters, and City of West Chicago newsletter copy.	24	20.00	480.00
Update software for festival website to accommodate improved mobil app content display:	3	20.00	60.00
Modify all materials to reflect the one-price-all-day format and create a exclusive flier to push out message; FB, email, maybe insert to City newsletter.	6	20.00	120.00

Additional staff time fielding calls, reviewing COI forwarded by vendor insurance companies, parade,entertainment and vendor inquiries and modifying reports, budgets to reflect small changes

20 19.00 380.00

Total of best estimate staff hours, activities and costs

\$ 9,921.50

HARD COST - Nonrefundable Deposits

American Mobile Staging: \$1925

The Brennon Agency: \$1,000 *it should be noted that all talent contracts were completed and therefore the full \$2,000 fee should have been paid; 50% was negotiated for the benefit of the City of West Chicago by the Chamber.

\$2,925.00

Payment receipts were provided to the City of West Chicago

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: _____

RAILROAD DAYS FUNDING AGREEMENT 2017 THROUGH 2021

ADDENDUM NO. 1

THIS Addendum to the *Funding Agreement for Railroad Days for 2017 through 2021*, is made and entered into as of the date the last undersigned Party executes the Addendum ("Effective Date"), by and between the Western DuPage Chamber of Commerce (hereinafter referred to as "Chamber") and City of West Chicago, (hereinafter referred to as "City"), and collectively referred to as the Parties.

RECITALS

WHEREAS, the City is an Illinois home rule municipality duly organized, existing and created under the laws of the State of Illinois, having the rights, powers and authority set forth in the Illinois Municipal Code, 65 ILCS 5/1 *et seq.*, and other statutes of the State of Illinois; and

WHEREAS, the Chamber is an Illinois not for profit corporation; and

WHEREAS, in February, 2017, the Parties entered into an Agreement whereby the Chamber would be responsible for the conduct of the Annual Railroad Days Festival, (hereinafter referred to as Railroad Days Festival), for the calendar years 2017 through 2021; and

WHEREAS, the City therein agreed to provide certain funding for the Railroad Days Festival, as more fully set forth in the *Funding Agreement for Railroad Days for 2017 through 2021*, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, as a result of the 2020 COVID-19 Pandemic and the restrictions imposed on public gatherings by the Center for Disease Control ("CDC"), the Illinois Department of Public Health ("IDPH") and the General Orders of Illinois Governor Pritzker and the Guidance set forth therein, the 2020 Annual Railroad Days was cancelled; and

WHEREAS, based upon the evolution of conditions related to the COVID-19 Pandemic, the Parties have determined that it is in their respective best interest to address the potential limitations which may be imposed upon such events in the future, including the 2021 Railroad Days Festival; and

WHEREAS, the Parties deem it in their respective best interests to impose conditions which will allow the Railroad Days Festival to proceed, provided there are no health conditions or restrictions which would otherwise prevent the conduct of the Festival; and

WHEREAS, the Parties have agreed to enter into an Addendum to the *Funding Agreement for Railroad Days for 2017 through 2021*, to address these emerging concerns and to protect the public funds utilized as part of the City's financial undertaking in connection with Railroad Days; and

WHEREAS, the Parties have agreed to memorialize their respective understanding in the instant Addendum.

NOW THEREFORE, in consideration of the premises, mutual covenants and promises set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The statements, representations, covenants and recitations set forth in the foregoing recitals are integral and material to this Addendum and are incorporated into and made a part of this Addendum as though they were fully set forth in this Section 1. The Exhibits referred to in this Addendum and attached to or incorporated into it by reference are incorporated by reference into and made a part of this Addendum as though they were fully set forth in this Section 1.

2. **RESPONSIBILITIES OF THE CHAMBER.** In connection with the 2021 Railroad Days Festival, the Chamber shall comply with all Executive Orders of the Office of the Governor of the State of Illinois and to conduct the Railroad Days Festival in accordance with all Centers for Disease Control (CDC) and Illinois Department of Public Health (IDPH) Guidelines and restrictions.

The Chamber shall, in all of its contractual and other arrangements for the Railroad Days Festival, ensure that any and all required deposits relating thereto are fully refundable in the event of a health-related condition requires the rescheduling or cancellation of the Railroad Days Festival. Further, any and all contractual undertakings for the Railroad Days Event shall include a provision, in addition to any *force majeure* clause, which excuses performance of the Chamber in the event of a public health situation, and further provides that there shall not be any cost related to the rescheduling or cancellation of the Railroad Days Festival to the Chamber as a result thereof.

The Chamber shall monitor any and all CDC regulations and Guidelines, IDPH regulations and Guidelines and Executive Orders of the Governor relative to public gatherings and any such restrictions that may impact the 2021 Railroad Days Festival. The Chamber shall provide periodic status updates to the City relative to the impact of any such restrictions or regulations promulgated by any governmental authority or agency.

The Chamber shall undertake all measures necessary to mitigate any and all financial implications relating to the Railroad Days Festival, including any required infrastructure, labor, entertainment, food and beverage, security service and other related costs and services in the event the Railroad Days Festival is required to be rescheduled or cancelled as a result of any action by the government, as set forth more fully herein.

In no event shall the City be financially responsible for any costs or expenses as a result of the rescheduling or cancellation of the Railroad Days Festival resulting from public gathering restrictions as set forth above.

3. **COMPLIANCE WITH LAWS, MUNICIPAL ORDINANCES, PERMITS, POLICIES, RULES AND REGULATIONS.** The City and the Chamber agree they shall comply at all times with all State and Federal laws, municipal ordinances, codes, permits, policies, rules, regulations, Executive Orders of the Office of the Governor, IDPH restrictions and Guidelines and CDC restrictions and Guidelines applicable to the Railroad Days Festival. The City and the Chamber shall also require all sponsors, concessionaires, artists, volunteers, and contractors involved in the planning, administration, or participation in the Railroad Days Festival to agree to comply with all such laws, ordinances, codes, permits, policies, rules and regulations.

4. **DURATION.** This Addendum shall be in effect from the date the last of the undersigned Parties signs it and shall remain in full force and effect through the conclusion of the *Funding Agreement for Railroad Days for 2017 through 2021*, the 2021 Annual Railroad Days Festival.

5. **ASSIGNMENT.** No Party may assign or subcontract its rights or obligations under this Addendum, either in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Furthermore, no assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

6. **TERMS AND CONDITIONS INCORPORATED.** All terms and conditions set forth in the *Funding Agreement for Railroad Days for 2017 through 2021*, which is attached hereto as Exhibit "A", to the extent not otherwise altered by this Addendum, shall remain in full force and effect. To the extent there is a discrepancy between said Funding Agreement and this Addendum, the terms of the Addendum are controlling.

7. **ENTIRE ADDENDUM.** This Addendum constitutes the entire agreement between the Parties relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, discussions, or representations, whether written or oral, with respect to such subject matter. This Addendum cannot be varied, modified, waived, or amended except in writing and executed by both Parties to this Addendum. Each Party to this Addendum acknowledges that it

8. **MODIFICATIONS TO ADDENDUM.** Modifications and amendments to this Addendum, including any exhibits hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both Parties. Any such modification shall be deemed, together with the Addendum to be one Agreement.

10. **GOVERNING LAW.** This Addendum shall be governed by and subject to the laws and exclusive jurisdiction of the courts of the State of Illinois, County of DuPage.

If to the City: City of West Chicago
Attn: Michael Guttman, City Administrator
475 Main Street
West Chicago, IL 60185

If to the Chamber: Western DuPage Chamber of Commerce
Attn: David J. Sabathne
306 Main Street
West Chicago, IL 60185

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and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

13. **HEADINGS NOT CONTROLLING**. The headings in this Addendum are for reference purposes only and shall not be construed as a part of this Addendum.

14. **FORCE MAJEURE**. No Party shall be responsible for any failure to comply with, or for any delay in the performance of, the terms of this Addendum where such failure or delay is caused by, or in any manner arises or results from, a cause beyond the reasonable control of the affected Party. These events shall include, but not be restricted to, power outage, fire, flood, earthquake, serious accident, civil disturbance, war, rationing, allocation or embargo, strikes or labor problems or failures in public networks, inability to secure necessary materials, acts of God, any government restrictions imposed upon public gatherings, Executive Orders of the Governor, CDC restrictions and Guidelines, IDPH restrictions and Guidelines or acts of any government or any agency or branch thereof. The Party claiming a *force majeure* must notify the other Party in writing of the *force majeure* event within seven (7) days of the occurrence.

15. **CAPACITY AND AUTHORITY**. The Parties warrant and represent to each other that each is duly organized, and validly and presently existing in good standing under the laws of the State of Illinois, and each has authority to enter into this Addendum and perform its obligations hereunder.

16. **VOLUNTARY UNDERTAKING; LEGAL REPRESENTATION**. The Parties acknowledge that this Addendum is executed voluntarily by each of them, without duress or undue influence on the part of, or on behalf of, either of them. The Parties further acknowledge that they have, or have had the opportunity for, legal representation in the negotiation of, and in the performance of, this Addendum by counsel of their choosing, and that they have read this Addendum, have had it fully explained to them by their respective counsel, and that they are fully aware of, and understand the contents of, and the consequences and effect of, this Addendum.

17. **RELATIONSHIP**. Nothing contained in this Addendum will be deemed to alter or modify the relationship between the Parties as it existed prior to the Effective Date of this Addendum, or to cause any Party to be responsible in any way for the actions, liabilities, debts, or obligations of the other Party in any manner other than as set forth explicitly in this Addendum.

18. **SIGNATORIES**. The individuals whose signatures are affixed to this Addendum in a representative capacity represent and warrant that they are authorized to execute the Addendum on behalf of and to bind the entity on whose behalf his or her signature is affixed.

19. **COUNTERPARTS.** This Addendum may be signed by the Parties in counterparts, both of which when taken together shall be deemed an original Addendum.

20. **FACSIMILE SIGNATURES.** This Agreement shall be binding on the Parties through facsimile signatures.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed under the seals of their undersigned representatives with binding authority, as of the Effective Date:

CITY OF WEST CHICAGO

WESTERN DUPAGE CHAMBER OF
COMMERCE

Dated _____

Dated _____

By: _____
Ruben Pineda, Mayor

By: _____
David J. Sabathne, President

ATTEST

ATTEST

RAILROAD DAYS FUNDING AGREEMENT 2017 THROUGH 2021

ADDENDUM NO. 1

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WHEREAS, the Chamber is an Illinois not for profit corporation; and

WHEREAS, in February, 2017, the Parties entered into an Agreement whereby the Chamber would be responsible for the conduct of the Annual Railroad Days Festival, (hereinafter referred to as Railroad Days Festival), for the calendar years 2017 through 2021; and

WHEREAS, the City therein agreed to provide certain funding for the Railroad Days Festival, as more fully set forth in the *Funding Agreement for Railroad Days for 2017 through 2021*, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, as a result of the 2020 COVID-19 Pandemic and the restrictions imposed on public gatherings by the Center for Disease Control ("CDC"), the Illinois Department of Public Health ("IDPH") and the General Orders of Illinois Governor Pritzker and the Guidance set forth therein, the 2020 Annual Railroad Days was cancelled; and

WHEREAS, based upon the evolution of conditions related to the COVID-19 Pandemic, the Parties have determined that it is in their respective best interest to address the potential limitations which may be imposed upon such events in the future, including the 2021 Railroad Days Festival; and

WHEREAS, the Parties deem it in their respective best interests to impose conditions which will allow the Railroad Days Festival to proceed, provided there are no health conditions or restrictions which would otherwise prevent the conduct of the Festival; and

WHEREAS, the Parties have agreed to enter into an Addendum to the *Funding Agreement for Railroad Days for 2017 through 2021*, to address these emerging concerns and to protect the public funds utilized as part of the City's financial undertaking in connection with Railroad Days; and

WHEREAS, the Parties have agreed to memorialize their respective understanding in the instant Addendum.

NOW THEREFORE, in consideration of the premises, mutual covenants and promises set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The statements, representations, covenants and recitations set forth in the foregoing recitals are integral and material to this Addendum and are incorporated into and made a part of this Addendum as though they were fully set forth in this Section 1. The Exhibits referred to in this Addendum and attached to or incorporated into it by reference are incorporated by reference into and made a part of this Addendum as though they were fully set forth in this Section 1.

2. **RESPONSIBILITIES OF THE CHAMBER.** In connection with the 2021 Railroad Days Festival, the Chamber shall comply with all Executive Orders of the Office of the Governor of the State of Illinois and to conduct the Railroad Days Festival in accordance with all Centers for Disease Control (CDC) and Illinois Department of Public Health (IDPH) Guidelines and restrictions.

The Chamber shall, in all of its contractual and other arrangements for the Railroad Days Festival, ensure that any and all required deposits relating thereto are fully refundable in the event of a health-related condition requires the rescheduling or cancellation of the Railroad Days Festival. Further, any and all contractual undertakings for the Railroad Days Event shall include a provision, in addition to any *force majeure* clause, which excuses performance of the Chamber in the event of a public health situation, and further provides that there shall not be any cost related to the rescheduling or cancellation of the Railroad Days Festival to the Chamber as a result thereof.

The Chamber shall monitor any and all CDC regulations and Guidelines, IDPH regulations and Guidelines and Executive Orders of the Governor relative to public gatherings and any such restrictions that may impact the 2021 Railroad Days Festival. The Chamber shall provide periodic status updates to the City relative to the impact of any such restrictions or regulations promulgated by any governmental authority or agency.

The Chamber shall undertake all measures necessary to mitigate any and all financial implications relating to the Railroad Days Festival, including any required infrastructure, labor, entertainment, food and beverage, security service and other related costs and services in the event the Railroad Days Festival is required to be rescheduled or cancelled as a result of any action by the government, as set forth more fully herein.

In no event shall the City be financially responsible for any costs or expenses as a result of the rescheduling or cancellation of the Railroad Days Festival resulting from public gathering restrictions as set forth above.

3. **COMPLIANCE WITH LAWS, MUNICIPAL ORDINANCES, PERMITS, POLICIES, RULES AND REGULATIONS.** The City and the Chamber agree they shall comply at all times with all State and Federal laws, municipal ordinances, codes, permits, policies, rules, regulations, Executive Orders of the Office of the Governor, IDPH restrictions and Guidelines and CDC restrictions and Guidelines applicable to the Railroad Days Festival. The City and the Chamber shall also require all sponsors, concessionaires, artists, volunteers, and contractors involved in the planning, administration, or participation in the Railroad Days Festival to agree to comply with all such laws, ordinances, codes, permits, policies, rules and regulations.

4. **DURATION.** This Addendum shall be in effect from the date the last of the undersigned Parties signs it and shall remain in full force and effect through the conclusion of the *Funding Agreement for Railroad Days for 2017 through 2021*, the 2021 Annual Railroad Days Festival.

5. **ASSIGNMENT.** No Party may assign or subcontract its rights or obligations under this Addendum, either in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Furthermore, no assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

6. **TERMS AND CONDITIONS INCORPORATED.** All terms and conditions set forth in the *Funding Agreement for Railroad Days for 2017 through 2021*, which is attached hereto as Exhibit "A", to the extent not otherwise altered by this Addendum, shall remain in full force and effect. To the extent there is a discrepancy between said Funding Agreement and this Addendum, the terms of the Addendum are controlling.

7. **ENTIRE ADDENDUM.** This Addendum constitutes the entire agreement between the Parties relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, discussions, or representations, whether written or oral, with respect to such subject matter. This Addendum cannot be varied, modified, waived, or amended except in writing and executed by both Parties to this Addendum. Each Party to this Addendum acknowledges that it

has not executed it in reliance on any promise, representation, inducement, or warranty that is not contained herein.

8. **MODIFICATIONS TO ADDENDUM.** Modifications and amendments to this Addendum, including any exhibits hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both Parties. Any such modification shall be deemed, together with the Addendum to be one Agreement.

9. **WAIVER.** No term or provision of this Addendum shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. A waiver by either of the Parties of any of the covenants, conditions or agreements to be performed by the other hereunder shall not be construed to be a waiver of any succeeding breach thereof.

10. **GOVERNING LAW.** This Addendum shall be governed by and subject to the laws and exclusive jurisdiction of the courts of the State of Illinois, County of DuPage.

11. **NOTICES.** Any notice which is required or permitted under this Addendum shall be in writing and deemed given when actually delivered, if delivered by private messenger service, hand delivery; overnight couriers; email transmission, with an acknowledgment of receipt; or facsimile transmission; or three (3) days following deposit in the United States Mail, postage prepaid by certified or registered mail, return receipt requested, provided any delivery method from the list above used must include a record of actual delivery to the specified address or facsimile number, and the notice must be addressed to the Party to which notice is directed at its address as set forth below, or to such other address as may be specified from time to time by either Party in writing:

If to the City:	City of West Chicago Attn: Michael Guttman, City Administrator 475 Main Street West Chicago, IL 60185
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If to the Chamber:	Western DuPage Chamber of Commerce Attn: David J. Sabathne 306 Main Street West Chicago, IL 60185
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12. **SEVERABILITY.** If any provision of this Addendum will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Addendum is invalid or unenforceable, but that by limiting such provision it would become valid

and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

13. **HEADINGS NOT CONTROLLING.** The headings in this Addendum are for reference purposes only and shall not be construed as a part of this Addendum.

14. **FORCE MAJEURE.** No Party shall be responsible for any failure to comply with, or for any delay in the performance of, the terms of this Addendum where such failure or delay is caused by, or in any manner arises or results from, a cause beyond the reasonable control of the affected Party. These events shall include, but not be restricted to, power outage, fire, flood, earthquake, serious accident, civil disturbance, war, rationing, allocation or embargo, strikes or labor problems or failures in public networks, inability to secure necessary materials, acts of God, any government restrictions imposed upon public gatherings, Executive Orders of the Governor, CDC restrictions and Guidelines, IDPH restrictions and Guidelines or acts of any government or any agency or branch thereof. The Party claiming a *force majeure* must notify the other Party in writing of the *force majeure* event within seven (7) days of the occurrence.

15. **CAPACITY AND AUTHORITY.** The Parties warrant and represent to each other that each is duly organized, and validly and presently existing in good standing under the laws of the State of Illinois, and each has authority to enter into this Addendum and perform its obligations hereunder.

16. **VOLUNTARY UNDERTAKING; LEGAL REPRESENTATION.** The Parties acknowledge that this Addendum is executed voluntarily by each of them, without duress or undue influence on the part of, or on behalf of, either of them. The Parties further acknowledge that they have, or have had the opportunity for, legal representation in the negotiation of, and in the performance of, this Addendum by counsel of their choosing, and that they have read this Addendum, have had it fully explained to them by their respective counsel, and that they are fully aware of, and understand the contents of, and the consequences and effect of, this Addendum.

17. **RELATIONSHIP.** Nothing contained in this Addendum will be deemed to alter or modify the relationship between the Parties as it existed prior to the Effective Date of this Addendum, or to cause any Party to be responsible in any way for the actions, liabilities, debts, or obligations of the other Party in any manner other than as set forth explicitly in this Addendum.

18. **SIGNATORIES.** The individuals whose signatures are affixed to this Addendum in a representative capacity represent and warrant that they are authorized to execute the Addendum on behalf of and to bind the entity on whose behalf his or her signature is affixed.

19. **COUNTERPARTS.** This Addendum may be signed by the Parties in counterparts, both of which when taken together shall be deemed an original Addendum.

20. **FACSIMILE SIGNATURES.** This Agreement shall be binding on the Parties through facsimile signatures.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed under the seals of their undersigned representatives with binding authority, as of the Effective Date:

CITY OF WEST CHICAGO

WESTERN DUPAGE CHAMBER OF
COMMERCE

Dated _____

Dated _____

By: _____
Ruben Pineda, Mayor

By: _____
David J. Sabathne, President

ATTEST

ATTEST

WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



OCTOBER 2020

Michael Uplegger, Chief of Police

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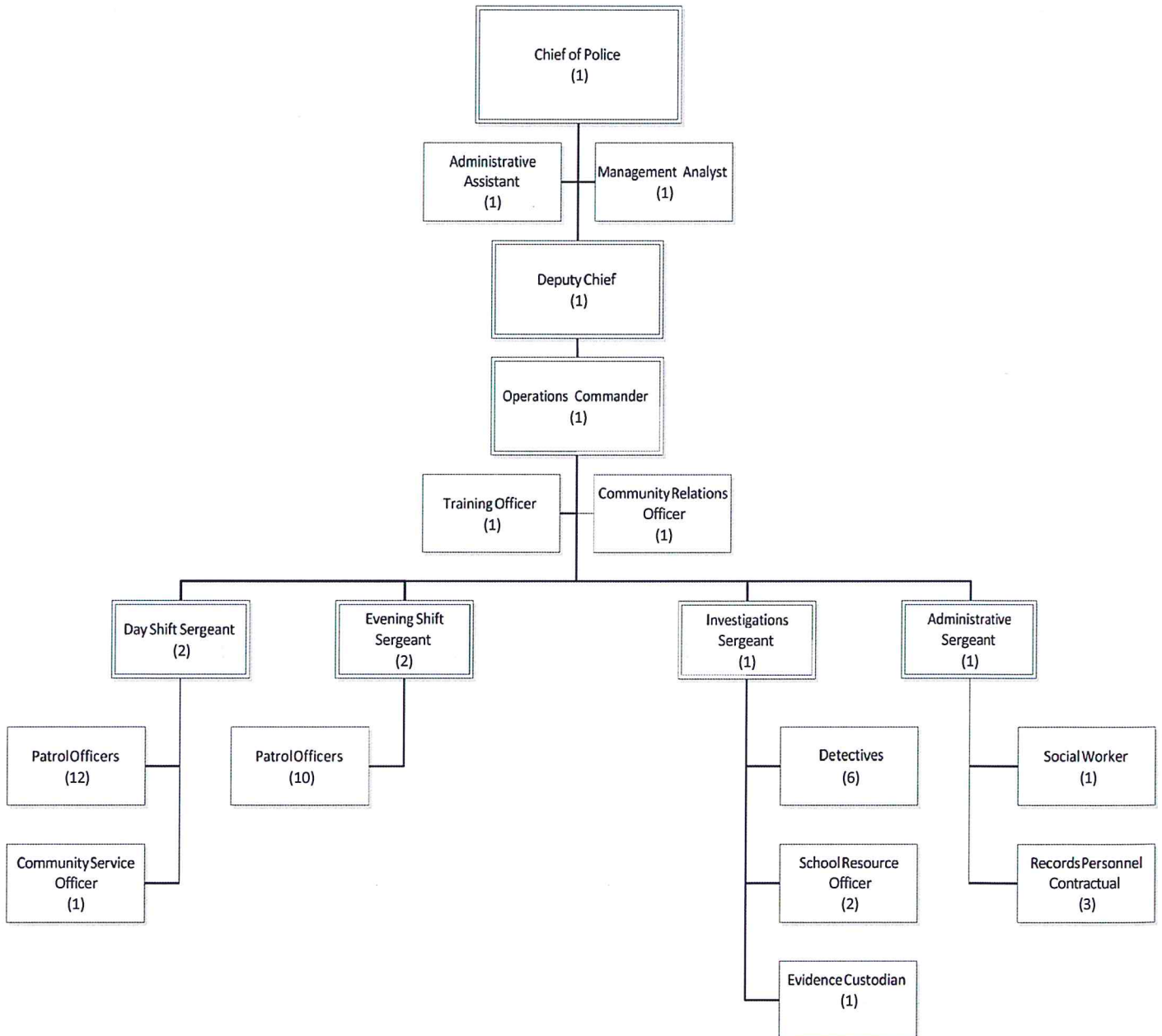
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Organizational Chart

West Chicago Police Department

October 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 October 1st, Officer Makofski retired after thirty years of service to the City. The Department wishes him well in his future endeavors.



On October 24th, Officer Nathan Hunt successfully completed the Field Training Program and is now certified for solo patrol duties. He has been assigned to a night shift.

Effective October 25th, Officer Ed Berg has been assigned to the position of Department Training Coordinator.

On October 3rd, the West Chicago Police Department Explorers provided traffic control for the City's pumpkin decorating contest and give away.



Personnel

During the month of October, the Citizens Police Academy met four times. The sessions covered traffic enforcement, investigations, forensic evidence and court proceedings. The topics discussed during the sessions were reinforced with hands-on scenarios.



On October 13th, the Police Explorers met to practice arrest and handcuffing.



Criminal Activities

Criminal Damage to Property:

Person(s) unknown damaged a vehicle in the 100 block of Wycliffe Dr. Scratches were discovered to the paint on the driver side mirror and front and rear bumpers.

Person(s) unknown damaged a vehicle in the 1200 block of S. Neltnor Blvd. A paver brick had been thrown through the back window.

Person(s) unknown using an unknown means shattered the front window to an apartment in the 500 block of Carriage Dr.

Person(s) unknown using an unknown means broke the front window of a residence in the 700 block of S. Oak St.

Person(s) unknown damaged a residence and vehicle in the 800 block of Main St. The front window of the home and the rear window of the SUV were struck by BBs or pellets.

Person(s) unknown damaged an apartment and three vehicles in the 1200 block of Kings Cross. A BB or pellet was used to damage the glass in a sliding patio door of the apartment. The three vehicles were damaged as follows: one had the rear window broken, a second had a side window broken and the rear window on the third was broken. The incident is believed to be gang-related.

Person(s) unknown damaged a vehicle on Easton Ave. Two driver side windows were shattered. The damage appears to have been caused by BBs or pellets.

Battery:

A known person punched and choked the victim at a business in the 1700 block of Downs Dr. An argument between two co-workers about how best to load a conveyer belt escalated to a physical altercation. A witness corroborated the victim's version of events and the suspect was issued a local Ordinance citation for Battery.

A known person punched the victim as he exited Mr. A's Liquor Store, located at 1400 S. Neltnor Blvd. The fight was captured by the store security cameras. The suspect was identified, located and interviewed at the Station, where he admitted to striking the victim. The suspect was issued a local Ordinance citation for Battery.

Aggravated Battery/Mob Action:

A known person and an unknown person confronted the victim in the 1000 block of Woodside Dr. The known suspect struck the victim in the abdomen and the left side of his face with a small baseball bat before fleeing the area. Investigation is ongoing.

Burglary From Motor Vehicle:

Person(s) unknown entered an unsecured vehicle in the 800 block of S. Oak St. and removed \$90.00 and a Nissan key fob.

Person(s) unknown gained entry to a vehicle in the 100 block of Turner Ct. by shattering a driver side window. The suspect then forced open the glove box of the car. At the time of the initial report, it was unknown if anything was taken.

Person(s) unknown entered an unsecured vehicle in the 1000 block of Bishop St. and removed a purse containing \$80.00, a debit card and a driver's license.

Theft Under \$500.00:

An unknown person pumped \$50.45 worth of gasoline into a vehicle at Thorntons, located at 1330 S. Neltnor Blvd., and then left without paying. Attempts by officers to make contact with the suspect were unsuccessful.

Theft Over \$500.00:

Persons unknown broke into a drop box outside of the business office of Town and Country Apartments, located at 700 W. Forest Ave. Taken from the box were three checks written for rent payments.

Retail Theft:

Persons unknown removed fifteen bottles of alcohol from the Shell Gas station, located at 184 W. North Ave. The suspects concealed the items in a tote bag and backpack and left the store. The alcohol was valued at \$617.85.

Theft of Auto Parts or Accessories:

Person(s) unknown cut the catalytic converter from a vehicle in the 500 block of Carriage Dr. The item was valued at \$400.00.

Person(s) unknown cut the catalytic converter from a vehicle in the 1200 block of Kings Cross. The item was valued at \$400.00.

Theft From Motor Vehicle:

Person(s) unknown removed a leaf blower from the open bed of a pickup truck in the 1200 block of W. Washington St. The equipment was valued at \$300.00. Investigation is ongoing.

Deceptive Practices:

An unknown person on two separate occasions attempted to cash checks drawn on the account of the Winfield Township Assessor's Office, located at 130 Arbor Ave. The checks, which were determined to be fraudulent, were made out for \$4,485.00 and \$8,355.00. The bank found the transactions suspicious and prior to cashing the checks contacted the Township. Township staff confirmed the checks were fraudulent and advised they did not know the subject who was attempting to cash them. Investigation is ongoing.

Person(s) unknown cashed fraudulent checks on the account of a business located in the 900 block of W. Washington St. Several checks written on behalf of the business and sent to various vendors had the payee name changed; these checks were then cashed. Total of the checks cashed was \$22,532.00. Investigation is ongoing.

Fraud:

An unknown person used a credit card to pay a \$400.00 rental fee for a skid-steer loader at a business in the 600 block of W. Roosevelt Rd. The equipment was not returned when agreed upon. The business learned the credit card used to pay for the rental was in the name of a person who was recently the victim of identity theft and had not authorized the card to be issued in his name. Investigation is ongoing.

Person(s) unknown applied for unemployment benefits with the Illinois Department of Employment Security using the victim's personal information. The victim, who resides in the 600 block of W. Forest Ave., was made aware of this situation by her employer.

Person(s) unknown applied for unemployment benefits with the Illinois Department of Employment Security using the victim's personal information. The victim, who resides in the 900 block of Dunham Dr., was alerted to this situation when he received via U.S. Mail a debit card loaded with funds.

An unknown person used a counterfeit \$100.00 bill to pay for a delivery of food from a business in the 100 block of N. Neltnor Blvd. The delivery driver provided change to the suspect in an apartment building in the 800 block of Main St. Soon after leaving the building he realized the bill was fake. Attempts to locate the offender in the building were unsuccessful.

Person(s) unknown emailed the victim advising there was a problem involving his computer and provided a number to call if he wanted the issue corrected. The victim phoned the suspect and was told there was fraudulent activity detected on his credit card and he needed to pay \$15,000.00 to correct the problem. At the direction of the suspect, the victim purchased \$4,000.00 in gift cards and provided the card numbers and redemption codes. The victim later learned that his credit card was not in fact compromised. Investigation is ongoing.

An unknown person used three counterfeit \$100.00 bills to purchase a reloadable credit card at Walgreens, located at 125 N. Neltnor Blvd.

Residential Burglary:

Person(s) unknown entered a locked apartment in the 400 block of Main St. An unknown tool had been used to force an exterior door open. The residents reported \$1,000.00 and a carry-on size suitcase were missing.

Criminal Sexual Assault:

A known person is alleged to have sexually assaulted a juvenile victim at an apartment in the 1200 block of Kings Cross. The DuPage Children's Center was notified to investigate the incident.

Monthly Report

Monthly Performance

Activities	Jul 2020	Aug 2020	Sep 2020	Oct 2020	YTD 2020	YTD 2019	Total 2019
Traffic Stops	509	520	426	569	3,591	6,727	7,565
Traffic Citations	202	224	196	217	1,471	4,100	4,545
Traffic Warnings	271	273	203	277	1,979	3,676	4,091
Parking Citations	133	114	106	82	1,024	2,037	2,301
Traffic Crashes	71	57	60	63	557	739	905
Incident Reports	240	212	265	265	2,215	2,676	3,058

Officer Activities

On August 15th, West Chicago Police Department officers responded to the intersection of Neltnor Blvd. and Main St. for a fatal motor vehicle crash involving a pedestrian. The investigation into this incident revealed two vehicles had been street racing at the time of the crash. The driver of one of those vehicles was arrested the day of the incident. Further investigation by detectives led to the identification of the second involved vehicle and driver. On October 14th Detective Herbert obtained an arrest warrant for the driver of the second car who had engaged in street racing. The suspect surrendered himself at the Station and was charged with the offenses of Reckless Homicide and Aggravated Street Racing. He was fingerprinted, photographed, posted bond and was released from custody.

On October 20th, Officers Rigler and Berg responded to the Depot, located at 508 Main St., for a call of an unresponsive male in a car suffering an overdose of narcotics. Officers administered a dose of Narcan and the subject became responsive. West Chicago Fire Protection District personnel arrived and transported the individual to Northwestern Medicine Central DuPage Hospital.

On October 23rd, Officers Cummings, Eversole, Sauseda, Dominguez and Zepeda responded to the 1200 block of Kings Cross for a report of shots fired. Officers located four individuals standing near a vehicle stopped in the roadway. One of the subjects was seen throwing an object into a wooded area. The object was recovered and found to be a 9mm handgun. Evidence Technicians Rigler and Fabiani responded to process the scene. Detectives Peterson, Herbert and Bowers responded to conduct interviews. One of the individuals admitted to firing the gun into the ground. The DuPage County State's Attorney's Office approved charges of Unlawful Use of a Weapon by a Felon and Reckless Discharge of a Firearm. The arrestee was fingerprinted, photographed and transported to the DuPage County Jail.

On October 3rd, officers responded to the 500 block of Kenwood Ave. for a report of shots fired at a house. Three bullets were found to have struck a residence. No persons were injured. A canvass of the neighborhood revealed a security camera that captured the incident, including the suspects arriving in two vehicles. A description of the suspect vehicles was broadcast to neighboring agencies; Warrenville Police Department Officers located one of the vehicles and initiated a traffic stop. The suspects refused to yield, fleeing at a high rate of speed and were not apprehended at that time. However, officers observed the occupants throw an object from the car. The object was recovered and found to be a handgun. Meanwhile, Winfield Police Department officers located the second suspect vehicle and conducted a traffic stop. The occupants of the second vehicle were interviewed by Detectives Calabrese and Flanigan at the Station. The investigation continued over the course of the next several weeks, and two suspects were identified. On October 29th the two suspects were taken into custody and interviewed. The DuPage County State's Attorney's Office approved charges of Aggravated Discharge of a Firearm against the alleged shooter. The individual identified as the driver of the vehicle that fled from Warrenville officers was charged with Aggravated Discharge of a Firearm and Aggravated Fleeing and Eluding. Both were fingerprinted, photographed and transported to the DuPage County Jail.