

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

PUBLIC AFFAIRS COMMITTEE

**Monday, October 27, 2014
7:00 P.M. - Committee Room (A)**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Public Affairs Committee of September 22, 2014
3. Public Participation / Presentations
4. Items for Consent
 - A. Agreement for Operation – West Chicago City Museum / Phalen Consulting
5. Items for Discussion
6. Unfinished Business
 - A. Possible Amendments to the Municipal Code Concerning Backyard Chickens
7. New Business
8. Reports from Staff
 - A. Traffic Management Report
9. Adjournment

DRAFT

MINUTES

PUBLIC AFFAIRS COMMITTEE

September 22, 2014, 6:30 P.M.

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

Chairman Chassee called the meeting to order at 6:30pm. Roll Call found Alderman Earley, Hallett, Edwalds, Meissner and Murphy.

Alderman Fuesting was not present.

Also in attendance were Commander Laub; John Fincham, Community Development Assistant Director and John Said, Community Development Director

2. Approval of Minutes

A. Public Affairs Committee of August 25, 2014. Alderman Hallett made a motion, seconded by Alderman Meissner to approve the minutes of the Public Affairs Committee Meeting with no changes. Voting Yea: Chairmen Chassee, Alderman Earley, Hallett, Edwalds, Meissner and Murphy. Voting Nay: 0. Motion carried.

3. Public Participation / Presentations.

The following people were in attendance for the item of discussion on Modification of the City Code to Allow Backyard Chickens.

Pat McAssey and Patricia McAssey, 815 Town Road. Mr. McAssey handed out a packet with information regarding the raising of chickens in rural settings. Ms. McAssey voiced her opinion on raising backyard chickens have the benefit of their eggs being more nutritional and less costly.

Ms. Fotte, 811 Town Road. Ms. Fotte's stepfather lives next door to the McAssey family and wanted to voice her opinion that there has never been an issues with smell or noise with the neighbors chickens.

Crystal Schroeder and Grace Schroeder, 322 Grandlake

Kim Harden, 4N275 Avard Road

Sherry Juarez, 517 Blakely Street

Ben Johnson, 1N271 Ridgeland Avenue

Manuel Gonzalez, 703 W. Brown Street

Juan Sanchez, 237 E. Pomeroy Street

A. An Ordinance Modifying Chapter 4, Article I, Building Code, of the Code of Ordinances of the City of West Chicago (Life Safety Code).

Alderman Edwalds made a motion, seconded by Alderman Meissner to direct this item to City Council for approval. Voting Yea: Chairmen Chassee, Alderman Earley, Hallett, Edwalds, Meissner and Murphy. Voting Nay: 0. Motion carried.

4. Items for Consent.

5. Items for Discussion.

A. Funding for the MRTC-Kenneth D. Salomon, Thompson Coburn LLP. Committee gave direction to seek short term and long term budgetary funding for the services of Thompson Coburn LLP.

B. Modification of the City Code to Allow Backyard Chickens. Chairmen Chassee gave direction to the Committee to gather further information on complaints, enforcements and solutions from surrounding towns. This agenda item will return to the committee for review and direction.

6. Unfinished Business.

The city was advised that there are no additional engineering solutions or fixes that would address the excessive engine braking concerns along Route 59 at/or near Hawthorne Lane.

7. New Business.

8. Reports from Staff.

A. Traffic Management Reports

9. Adjournment. Alderman Earley made a motion to adjourn, seconded by Alderman Hallett. The motion was approved by voice vote, and the meeting adjourned at approximately 7:36pm.

Respectfully submitted,

Yahaira Bautista

Yahaira Bautista

Administrative Assistant

West Chicago Police Department

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Agreement for Operation – West Chicago City Museum
City of West Chicago / Phalen Consulting (Sara Phalen)

AGENDA ITEM NUMBER: 4. A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: 10-27-14

COUNCIL AGENDA DATE: _____

STAFF REVIEW: John D. Said

SIGNATURE JDS

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

With the impending December 31, 2014 expiration of the City's contract with Phalen Consulting (Sara Phalen), City staff worked with Phalen to prepare an updated contract. The new contract would begin January 1, 2015 and continue for a period of two (2) years, until December 31, 2016. With this contract, Ms. Phalen would continue consulting services to the City with management and operation of the Museum on the City's behalf.

Ms. Phalen previously served as the part-time Museum Curator, a position which she held for several years until becoming the Museum's consulting director. She has served the City organization and the overall community very well in the last two years with expansion of museum programs and increased visibility of this cultural institution in West Chicago. As with the previous contract, the City will maintain Museum ownership, and will supervise Ms. Phalen's activities and management of the facility.

The agreement is essentially in its final form, with the possibility of some minor adjustments associated with insurance and indemnity. Some minor modifications were made to compensation and other aspects of the contract, but otherwise the document remains unchanged from the 2013-2014 version.

Ms. Phalen, with her years of service as the Museum Curator and now Director, is best qualified to continue these services for the Museum and the City. Her experience and knowledge serve the community and the Museum very well.

Staff requests that the Committee recommend approval of the proposed agreement between the City of West Chicago and Phalen Consulting.

ACTIONS PROPOSED:

Approval of the proposed agreement between the City of West Chicago and Phalen Consulting is respectfully recommended.

RESOLUTION NO. 14-R-0065

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN CONTRACT
BETWEEN THE CITY OF WEST CHICAGO AND PHALEN CONSULTING INC. FOR
THE OPERATION OF THE WEST CHICAGO CITY MUSEUM

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor and City Clerk are hereby authorized to execute and the City Clerk is authorized to attest a certain Contract between the City of West Chicago and Phalen Consulting Inc. for operation of the West Chicago City Museum for a two-year period not to exceed \$73,500.00 annually, in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED this _____ day of _____, 2014.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor

ATTEST: _____
City Clerk

AGREEMENT BETWEEN THE CITY OF WEST CHICAGO AND PHALEN CONSULTING FOR THE OPERATION OF THE WEST CHICAGO CITY MUSEUM

This Agreement (hereinafter "AGREEMENT") is entered into this ____ day of November, 2014 between the City of West Chicago, an Illinois Municipal Corporation, (hereinafter "CITY") with offices located at 475 Main Street, West Chicago, Illinois 60185, and Phalen Consulting, Inc. (hereinafter, "PHALEN") with offices located at 131 Hill Court, West Chicago, Illinois 60185.

RECITALS

WHEREAS, the CITY owns and operates the West Chicago City Museum and its ancillary buildings (hereinafter "MUSEUM"), where a collection of West Chicago historical artifacts and exhibits are housed and or displayed; and

WHEREAS, Sara Phalen, sole shareholder of PHALEN, has been affiliated with the MUSEUM, either as an employee or an independent contractor, since 2006, and has worked extensively in all areas of the institution and is educated and professionally trained in the management, oversight, operation and direction of museums and non-profit entities; and

WHEREAS, the CITY desires to have PHALEN provide professional consulting services in the operation of the MUSEUM and employ its expertise in operating educational facilities and programming to create new and exciting ways to present the history and culture of the CITY and to preserve and care for the approximately 32,000 item collection which the CITY holds in public trust; and

WHEREAS, PHALEN desires to provide professional consulting services for the operation of the MUSEUM; and

WHEREAS, the parties desire to enter into this AGREEMENT in order to provide a full statement of their respective obligations in connection with PHALEN'S exclusive, non-transferable license to operate, occupy and utilize the MUSEUM.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein, and other good and valuable consideration acknowledged by the parties, the parties agree as follows:

ARTICLE I. SPACE, STAFF, EQUIPMENT, AND MISCELLANEOUS ITEMS

1.1 Description of Space and Use: The physical premises to be operated by PHALEN shall include the four facilities listed in Attachment "A" attached hereto and made a part hereof, which facilities constitute the physical premises of the MUSEUM.

1.1.1 PHALEN agrees to operate the MUSEUM and its buildings in compliance with the mission of the MUSEUM, as follows: "The West Chicago City Museum is a dynamic history and art center that inspires and involves the

community through research, programs and exhibits”.

- 1.2 Staffing: PHALEN shall provide all staff necessary to support the operation of the MUSEUM in a manner that is consistent with the policies and guidelines of the *American Association of Museums* (www.aam-us.org) which is incorporated herein by reference.
 - 1.2.1 PHALEN shall serve as the Director/Curator of the MUSEUM, and shall be responsible for fulfilling the goals and responsibilities described in Attachment B, attached hereto and made a part hereof.
 - 1.2.2 PHALEN may employ or contract with support staff for educational and collection management purposes at its sole cost and expense. Support staff employed or contracted by PHALEN shall not be considered employees of the CITY. PHALEN shall be responsible for complying with all existing federal, state and local employment laws.
 - 1.2.3 The CITY may, at its sole cost and expense, conduct criminal background checks for any PHALEN personnel and volunteers prior to their starting their assignment at the MUSEUM and annually thereafter. All PHALEN personnel must execute a waiver allowing the city to conduct said background check and must successfully pass their background checks, as determined by the CITY, in order to be assigned to the MUSEUM.
- 1.3 Hours of Operation: PHALEN agrees that the MUSEUM open to the public not less than twelve (12) hours per week, except that the MUSEUM will be closed for all holidays recognized by the CITY. The hours the MUSEUM shall be open to the public are specified in Attachment B, and they shall be expanded for special events and to accommodate increased visitation during the summer, to include at least four (4) hours on Saturdays. MUSEUM hours shall be posted for the public on the MUSEUM’S entrance and on the MUSEUM portion of the City website.
- 1.4 Museum Entrance Fees and Donations: PHALEN agrees that no fee will be charged as an entrance or other user fees to the MUSEUM. Any monetary donations accepted by PHALEN, as the Director/Curator of the MUSEUM, shall be deposited into the Museum Trust Account as managed by the Friends of the West Chicago City Museum (hereinafter “FRIENDS”), a 501(c)(3) organization, whose sole purpose is to support the MUSEUM and its mission through fundraising.
- 1.5 Furnishings and Equipment: For the purposes of operating the MUSEUM and otherwise carrying out its responsibilities under this AGREEMENT, PHALEN may utilize CITY’S existing furniture (e.g., desks, chairs, tables, etc.) and equipment (e.g. computer hardware, copier, fax, microfilm, scanner, software, telephones, etc.) presently at the MUSEUM. PHALEN shall exercise reasonable care and shall be responsible for protecting and presenting said furniture and equipment. CITY shall be responsible for the maintenance agreements for all equipment (e.g. copier, two

computers, microfilm reader and software). CITY shall be responsible for the replacement of said furniture and equipment when needed as solely determined by the CITY. Requests for furniture and equipment replacement must be made in writing by PHALEN by October 1st of each year for purchase in the subsequent fiscal year, notwithstanding an emergency, and approved by the CITY in writing.

- 1.5.1 CITY shall continue to maintain MUSEUM computer files on a server and provide technical support, to the extent maintenance and support is currently provided.
- 1.5.2 PHALEN shall promptly report in writing to the Director of Community Development and the current City staff member as applicable, any problems with the condition and/or operation of any furnishings and equipment.
- 1.5.3 PHALEN shall not add any software products, upgrades, applications or any other changes to computer equipment without prior authorization of the CITY.
- 1.6 Operating Supplies: PHALEN shall provide, at its own cost and expense, all necessary office and museum-related supplies needed in order to provide the required services under the AGREEMENT.
- 1.7 Custodial Services, Facility Maintenance, Security and Utilities: CITY shall continue to provide custodial services, building maintenance, ordinary utilities, security services and capital improvements as needed and as determined by the CITY for all four buildings comprising the MUSEUM.
 - 1.7.1 PHALEN shall notify the CITY of any building maintenance issues that arise. CITY shall use its best efforts to timely notify PHALEN of any work that is done to remedy any building maintenance issues.
 - 1.7.2 City, or PHALEN if designated in writing and with at least seven (7) days notice, shall be responsible for the completion of the monthly maintenance and safety checks as required by the CITY by the 5th of each month and shall immediately thereafter transmit the required documentation to the Human Resources Coordinator. Any and all issues that arise out of these checks must be reported to PHALEN within five (5) business days of completion. PHALEN shall have five (5) business days to remedy any violations.
- 1.8 Other City Services: The CITY shall allow PHALEN, for purposes of operating the MUSEUM and otherwise carrying out its responsibilities under this AGREEMENT, to have MUSEUM information uploaded to the CITY website; to use the GIS; and to provide the CITY marketing materials and information to publicize the MUSEUM. PHALEN may also use certain equipment at City Hall including the copier, postage meter and folding machine. Any additional requests for CITY services or to use CITY equipment shall be made in writing to the CITY. PHALEN

shall not use said outlets for any use not approved by the CITY.

- 1.9 Additional Alterations: PHALEN shall not, without the prior written consent of the CITY, make any alterations, improvements or additions to the MUSEUM buildings. Such alterations shall be requested by PHALEN in writing. The CITY'S refusal to give said consent shall be conclusive. The CITY has the sole authority to give consent to any non-structural changes, including, but not limited to installation of shelving units and modification existing fixtures. It shall be PHALEN'S responsibility to provide assurance that all improvements are consistent with the MUSEUM building's status on the *National Register of Historic Places*.
 - 1.9.1 With prior written approval of the CITY, PHALEN may make agreed upon alterations using volunteer or paid labor of choice. The CITY is not responsible for any costs associated with PHALEN's election to do so and the alterations, improvements or additions done to the MUSEUM buildings.
- 1.10 Right of Access: CITY shall be entitled to access to the MUSEUM twenty-four (24) hours a day, without prior notice. CITY staff and agents will record all after-hours building entries on a sign-in tracker at MUSEUM backdoor.
- 1.11 Right of Use: CITY shall be entitled to use MUSEUM facilities for other CITY uses provided twenty-four (24) hours' written notice has been provided to and acknowledged by PHALEN, except in the case of emergencies. PHALEN shall retain the right to object to any Right of Use request by CITY solely for conflicts arising from scheduling or concurrent programming, except in the case of emergencies. Such objection shall not be unreasonably given. CITY shall retain the final say in Right of Use.
- 1.12 Fundraising Board: CITY and PHALEN hereby acknowledge that the FRIENDS was established in 2005 to support the MUSEUM through fundraising efforts. The FRIENDS is not a third-party beneficiary to this AGREEMENT.
 - 1.12.1 CITY and PHALEN acknowledge that the purpose of the FRIENDS is fundraising for the MUSEUM. CITY and PHALEN agree that it is neither the intent of this AGREEMENT to grant the FRIENDS any authority over PHALEN as it relates to the MUSEUM'S operations and staff, nor any ability to direct or decide the programming or operations of the MUSEUM, which shall be at the sole discretion of PHALEN and consistent with this AGREEMENT.
 - 1.12.2 CITY and PHALEN acknowledge that the FRIENDS is a 501(c)3 not-for-profit corporation and operates independently through its bylaws.
 - 1.12.3 CITY and PHALEN acknowledge that the FRIENDS holds monies that are generated through its own activities and that the MUSEUM, CITY and PHALEN have no control over such monies.

- 1.12.4 CITY and PHALEN acknowledge that the FRIENDS holds monies that are raised through MUSEUM activities and are held in trust for the MUSEUM and its operations in an account separate from the account described in 1.12.3. The MUSEUM, under PHALEN'S direction, shall account to the FRIENDS and the CITY (the latter only as it relates to monies spent on facility improvements) how these monies are utilized.

ARTICLE II. OPERATING FEE AND REPORTING

- 2.1 License Granted: CITY agrees to provide PHALEN an exclusive, non-transferable license to occupy and utilize the space of the MUSEUM, as set forth in this AGREEMENT, at no cost.
- 2.2 Operating Fee: For a period of two (2) years beginning January 1, 2015, the CITY shall compensate PHALEN with an annual Operating Fee of seventy three thousand five hundred and 00/100 dollars (\$73,500.00) for operating the MUSEUM and otherwise carrying out its responsibilities under this AGREEMENT. CITY agrees to pay PHALEN in twelve (12) equal monthly installments of six thousand one hundred twenty-five dollars (\$6,125.00). For purposes of payment, PHALEN shall submit to the CITY an invoice that shall be e-mailed to the CITY no later than six (6) days prior to the date of the first City Council meeting of each month. Payment to PHALEN shall be made following approval by the City Council.
- 2.2.1 Should one of the parties wish to create a successor agreement, including altering the amount of the operating fee, written notice must be provided to the other party at least ninety (90) days prior to the expiration of the then current term.
- 2.2.2 Should the agreement be terminated early, CITY shall not be obligated for any further payments (for the remainder of the contract) to PHALEN.
- 2.3 PHALEN shall provide quarterly reports, for each calendar year quarter, to the CITY or before the last day of January, April, July and October, beginning in January 2015. The format of said reports shall be as may be mutually agreed upon by CITY and PHALEN the content shall include, but is not limited to, the following:
- 2.3.1 PHALEN shall provide reports to CITY regarding the number of visitors to MUSEUM exhibits, participants in educational programs, and attendance at events as well as its progress toward achieving the Goals detailed in Attachment B.
- 2.3.2 PHALEN shall provide reports to CITY regarding revenues from donations, educational programs and events.

- 2.3.3 PHALEN shall provide reports to CITY detailing all expenditures made from the Operating Fee set forth in Paragraph 2.2, correlating to the suggested budget set forth in Attachment C, which is incorporated into this AGREEMENT by reference.
- 2.4 PHALEN shall annually make a presentation to the applicable Standing Committee of the City Council during the first calendar quarter of each year, beginning in 2015, reporting on the operations from the past year.
- 2.5 The Director of Community Development will be responsible for AGREEMENT oversight, receiving the quarterly reports from PHALEN, and serving as the primary CITY contact for PHALEN.

ARTICLE III. COLLECTIONS

- 3.1 Collection Ownership: CITY shall retain its ownership of the Museum Collection as the holder of the historic collection in the public trust.
- 3.2 Collection Use: PHALEN shall be given use of the Museum Collection to fulfill its obligations under this AGREEMENT. PHALEN shall act within the current policies of the MUSEUM, as enumerated in the MUSEUM'S Collection Policy set forth in Attachment D, which is incorporated into this AGREEMENT by reference.
 - 3.2.1 PHALEN shall utilize the Museum Collection to generate revenues through programming, research fees and other activities that further the mission of the MUSEUM. Fees generated will be held in the MUSEUM trust account supervised by the FRIENDS. Revenues collected will be included in reporting as stated in Paragraph 2.3.2.
 - 3.2.2 There are many references to "registrar", "employees", "staff" and other terms referring to City employment in Attachment D, which is a policy previously approved by the CITY. It is understood by CITY and PHALEN that this policy should be updated in the future to make it applicable to the MUSEUM being operated by an independent contractor and not CITY employees. In the meantime, both Parties acknowledge that PHALEN will assume the responsibilities of the CITY employees that are defined therein.
- 3.3 Collection Care: CITY shall have the following responsibilities in connection with the maintenance of the Museum Collection:
 - 3.3.1 CITY shall continue to insure the Museum Collection against loss or damage. PHALEN shall assist the CITY in all ways needed to comply with insurance requirements.
 - 3.3.2 CITY shall provide adequate space for the storage and care of the Museum Collection, currently accomplished through the Museum Off-Site Storage

facility located at 126 McConnell Street. CITY shall provide PHALEN with one-hundred twenty (120) days notice of any changes to be made in off-site storage of the Museum Collection and a proposed plan for adequate replacement of Collection storage that is consistent with the policies and guidelines of the *American Association of Museums* (www.aam-us.org).

ARTICLE IV. LIABILITY AND RISK MANAGEMENT

- 4.1 Indemnification /Hold Harmless Provision: To the fullest extent permitted by law, PHALEN hereby agrees to defend, indemnify and hold harmless the CITY, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses (including attorneys fees), which may in anywise accrue against the CITY, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by PHALEN, its employees, subcontractors or volunteers, or which may in anywise result therefore, except that arising out of the sole legal cause of the CITY, its employees or agents, PHALEN shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the CITY, its officials, employees and agents, in any such action, PHALEN shall, at its own expense, satisfy and discharge the same.
- 4.2 Exceptions to Indemnification: CITY shall maintain, hold and be obligated to hold Comprehensive General Liability Insurance on the MUSEUM, its guests, visitors, volunteers and program participants. PHALEN shall be responsible for obtaining executed hold harmless waivers for all volunteers that comply with current CITY policy.
- 4.3 Survival of Indemnification: The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this AGREEMENT.
- 4.4 Default: A Party shall be in default if that party breaches a material term of this Agreement. However, no party shall be in default of its performance of its obligations under this Agreement unless it shall have been provided thirty (30) days' written notice specifically setting forth the alleged default and an opportunity to cure the same. Defaults shall be cured within seven (7) calendar days of receipt of said notice. In the event of default, either party may pursue such remedies as a result thereof as are available at law or equity.
- 4.5 Insurance: PHALEN shall provide the CITY with an original Certificate of Insurance for the term of this Agreement for General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence.

Policy is to contain: the CITY, its officials, employees, agents and volunteers covered as additional insured's as respects; liability arising out of PHALEN'S work including activities performed by or on behalf of PHALEN. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and volunteers. PHALEN'S coverage shall be primary as respects the CITY, its officials, agents, employees and volunteers. The Certificate shall also list the CITY as loss payee with CITY named as cancellation notice recipient.

PHALEN shall also provide Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident should PHALEN have any employees.

- 4.6 Reporting Requirements: PHALEN shall follow requirements of the CITY and IRMA regarding reporting of accidents or other incidents associated with potential liability at the MUSEUM.

ARTICLE V. TERM AND TERMINATION OF AGREEMENT

- 5.1 Term. This AGREEMENT shall become effective on January 1, 2015 and may be terminated with cause upon immediate notice or without cause, upon ninety (90) days prior written notice to the other party.
- 5.2 Suitable Replacement: If PHALEN elects to terminate this AGREEMENT, PHALEN shall be responsible for selecting and recommending a suitable replacement candidate. This recommendation shall not be binding in any way on the CITY.
- 5.3 Automatic Renewal: Beginning on January 1, 2017 and the annual anniversary thereafter, unless either party elects to terminate this AGREEMENT as defined in Paragraph 5.1 or provides notice to renegotiate as defined in Paragraph 2.2.1, this AGREEMENT shall automatically renew for an additional one (1) year.
- 5.4 Surrender of Possession: Upon the expiration of the Term or upon the termination of PHALEN'S right of possession, PHALEN shall forthwith surrender the premises of the MUSEUM, as described in Article I, to the CITY in good order, repair and condition, ordinary wear and tear excepted. Any interest of PHALEN in the alterations, improvements, and additions to the MUSEUM (including without limitation all carpeting or floor covering) made or paid for by CITY or PHALEN, excluding any of the PHALEN'S personal property, shall, without compensation to PHALEN, become CITY'S property at the termination of this AGREEMENT by lapse of time or otherwise, and such alterations, improvements and additions if they are to be relinquished shall be relinquished to CITY in good condition, ordinary wear and tear excepted. If PHALEN holds over after said date, it shall be liable to the CITY in the amount of two hundred dollars (\$200.00) per day for every day or portion thereof that it remains.

- 5.5 Surrender of Funds: If this AGREEMENT is terminated early by either party or at the end of the AGREEMENT term, PHALEN shall provide an accounting of any monies provided by the CITY but not yet expended. PHALEN shall remit these funds, less all encumbrances including PHALEN'S fees, within thirty (30) days of the termination date of this AGREEMENT.

ARTICLE VI. GENERAL PROVISIONS

- 6.1 Independent Contractors: The provisions of this AGREEMENT are neither intended to create nor shall any be deemed or to be construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.
- 6.1.1 PHALEN shall not be entitled to participate in any plans, arrangements, or distributions by the CITY pertaining to or in connection with any pension, insurance, or similar benefits for CITY employees. In addition, the CITY shall have no responsibility for withholding income tax, social security tax, or unemployment insurance from the compensation paid to PHALEN. PHALEN'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.
- 6.1.2 PHALEN is retained by the CITY only for the purpose and to the extent set forth in this AGREEMENT, and its relation to the CITY during the period or periods of this AGREEMENT and services hereunder, shall be that of an independent contractor, and she shall not be authorized to act as agent, employee, servant or officer of the CITY. Sara Phalen, sole shareholder of PHALEN, shall be free to dispose of such portion of her time, energy, and skill during such hours as she is not performing services for the CITY in such manner as she sees fit and to such persons, firms and corporations as she sees advisable.
- 6.1.3 PHALEN shall provide a W-9 form to the City as required for independent contractors.
- 6.2 Entire Agreement: Modification: This AGREEMENT contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This AGREEMENT may not be amended or modified except by mutual written agreement.
- 6.3 Compliance with Applicable Law: Each party agrees to comply with all applicable local, state and federal law.
- 6.4 Governing Law and Jurisdiction: This AGREEMENT shall be construed in

accordance with the laws of the State of Illinois. The parties agree that the exclusive venue for resolving any disputes arising from or under the terms of this AGREEMENT shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

6.5 Partial Invalidity: If any provision of this AGREEMENT is prohibited by any applicable law or court decree, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.

6.6 Notices: All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally as follows:

If to PHALEN:

Phalen Consulting, INC
c/o Sara A. Phalen
131 Hill Court
West Chicago, IL 60185

If to the CITY:

City of West Chicago
475 Main Street
West Chicago, Illinois 60185
Attention: Michael Guttman, City Administrator

or to such other persons or places as either party may from time to time designate by written notice to the other.

6.7 Waiver: A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

6.8 Captions: The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this AGREEMENT.

6.9 Assignment; Binding Effect: CITY shall not assign or transfer, in whole or in part, this AGREEMENT or any of CITY'S rights, duties or obligations under this AGREEMENT without the prior written consent of PHALEN, and any assignment or transfer by CITY without such consent shall be null and void. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

6.9.1 PHALEN shall not assign or transfer, in whole or in part, this AGREEMENT or any of PHALEN'S rights, duties or obligations under this AGREEMENT without the prior written consent of the CITY, and any

assignment or transfer by PHALEN without such consent shall be null and void. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first written above.

For:
City of West Chicago

For:
Sara Phalen

Michael Guttman, City Administrator

Sara A. Phalen

Date _____

Date _____

Attachment A

Buildings Comprising the Museum

The following four buildings, collectively described as "MUSEUM," will be governed under this AGREEMENT.

- 1.) West Chicago City Museum, 132 Main Street - utilized as a public gallery space, limited MUSEUM Collection storage, and offices;
- 2.) Museum Off-site Storage Facility 126 McConnell Street - utilized as a storage facility for the MUSEUM Collection;
- 3.) CB&Q Depot, 134 Turner Court - building of historic significance being utilized for educational programming; and
- 4.) Sesquicentennial Display Building, 424 Main Street - display building showcasing railroad engine model.

Attachment B

Responsibilities and Goals

Oversee the management of the museum collection, archival materials and objects, including acquisition, preservation and exhibition of items. Provide leadership, coordination and supervision for volunteers, averaging 25 hours a week.

Education- Responsible for the development, planning, coordination, presentation, and scheduling of historical education programs which would include:

- Create materials and workshop for teachers
- Teach lessons to students at schools
- Conduct field trips
- Work with school teachers, scout leaders, and other community resources to develop, implement, and evaluate existing and new programs which meet each group's specific needs

→Annual Goal: 6 in school programs during school year; 4 in museum group tours

Organize the Summer Passport Program

- Prepare Passport page and order and get passports to Library
- Prepare Passport worksheet for visitors to use
- Collect passports turned in

→Goal: Attract 50 additional visitors to the museum and community through the program, the majority from out of town

Exhibits/Displays

- Present and exhibit variety of collection for the public to readily view
- Research and create new displays
- Enhance current displays

→Annual Goal: Present at least one new large exhibit

→Accessibility: Maintain museum open gallery hours 12 hours a week during the winter-Wednesdays, Thursdays, Fridays from 12-4pm January-March; 16 hours a week during the remainder of the year-Wednesdays-Saturdays from 12-4 April – December

Volunteers

- Recruit, train, and schedule

→Monthly goal: utilize volunteers in a variety of areas of the museum for 30 hours a month

Building Maintenance

Work with the CITY on buildings' maintenance and repairs

Collection

- Maintain records and accession all new artifacts

- Maintain collection database
 - Properly store or display new artifacts
- Annual goal: utilize support staff to reduce backlog of artifact accessioning by 25% each year, with the long-term goal of resolving backlog over the next four years
- Annual goal: processing at least 75% of the temporary receipts received for item donations

Collections Policy

- Update Collections Policy (Attachment D) to identify operation of the City Museum by an independent contractor and not City employees. This includes eliminating references to “registrar”, “employees”, “staff” and other terms referring to City employment in Attachment D, which is a policy previously approved by the CITY.

Research Library

- Maintain the Research Library
 - Assist visitors researching topics and supervise researchers using museum materials
- Monthly goal: Serve 15 researchers a month requesting various local history and genealogical information
- Annual goal: process new items into research library

Communications

- Assist in preparing annual budget and project cost estimates concerning the museum and informing CITY as to amounts that should be included in the upcoming budget.
- Participate in the newsletter advisory group, providing written material on MUSEUM activities.
- Send press releases to newspapers, cable stations, etc. to announce new exhibits and programs
- Establish communications and good public relations within the community.

Grant Writing for Additional Funding

- Work to secure financial support for preservation efforts and museum services
- Seek out, apply for, and manage grant funding for educational programs.

Programs

- Create or schedule programs of a historical nature to attract more visitors
 - Advertise the programs
- Annual goal: 6 programs open to the public

Conferences and Workshops

- Attend conferences and workshops to stay current on collection preservation
- Network with other museum personnel
- Attend regional and local meetings

Community Events

- Participate in city-wide event committees
- Participate in city wide events including, but not limited to, Blooming Fest, Mexican Independence Day, Downtown Trick or Treat, Frosty Fest

Attachment C

Working Budget

The Working Budget outlines the funds to be utilized by PHALEN in the fulfillment of the AGREEMENT. The Working Budget shall not bind expenditures. PHALEN shall have the discretion to utilize the full budgeted amount for MUSEUM'S purposes with the Working Budget as a guide.

Category	Amount	Description
Staff	\$52,000	Contractual director \$30,000, Other contract support staff (educational coordinator, collections assistant) \$20,000
Training and tuition	\$1,000	Additional education, conferences
Membership dues/Subscriptions	\$1,500	Membership and dues in professional associations, subscription to professional association publications
Printing and binding	\$1,100	Printing costs
Advertising	\$300	Additional advertising
Other contractual services	\$2,000	Consultant fees.
Computer/office supplies	\$1,000	General day to day supplies
Tools & equipment	\$300	Everyday maintenance equipment
Educational exhibitions	\$6,600	Exhibit costs
Educational programming	\$3,700	Programming costs
Miscellaneous commodities	\$1,000	Miscellaneous costs to recognize superior volunteers, exterior decorations (open sign, flower, etc.)
Collection maintenance	\$2,000	Archival materials and other collection care items
Additional arts programming	\$1,000	Continue museum participation and support in artXposium and the West Chicago Artist-in-Residency Program
Total	\$73,500	

Attachment D

Collections Policy

I. Statement of Mission and Purpose

The West Chicago City Museum was established by Ordinance No. 1265 on April 7, 1975 and is a department of the City of West Chicago. Our Mission: The West Chicago City Museum is a dynamic history and art center that inspires and involves the community through research, programs and exhibits.

The West Chicago City Museum holds its collection in the public trust and exists for the public's informational and educational benefit. The West Chicago City Museum maintains professional standards as set forth by the American Association of Museums and plans for the growth, development, care and use of its collections. While the collections are accessible to the public, limitations on use may be made to insure preservation of the collection.

II. Scope of Collection

The primary focus of the Museum's collection is the growth and development of the West Chicago community, from pre-settlement (before 1830) continuing to the present. The predominant ethnic groups and their patterns of immigration will be actively collected.

Railroad history as it relates to the settlement and growth of West Chicago will be a secondary collection. The Museum will collect materials relating directly to the past and present network of railroads passing through West Chicago. Due to storage constraints, railroad equipment will be collected only if in good or excellent condition.

Materials representative of nineteenth and twentieth century rural and community life in northern Illinois will be selectively collected.

The Collections Plan will direct which items will be considered for the permanent collection based on criteria determined through the study of objects already in the collection and identified collection gaps.

III. Collection Objectives

The Museum will collect materials which support its purpose, and enhance the present collections. Materials collected will be for use in exhibition, education or research. There are 2 types of collections as well as reference materials.

- A. Permanent Collections: primary collection comprised of original or unique artifacts or documents of high quality. These are to be accessioned (described, assigned and marked with a unique number) into the permanent Museum holdings.
- B. Education Collection: Non-accessioned items which may be reproductions or originals of lower quality, or any expendable material intended for use in educational programs or used to support exhibits. These items are to be tracked through object numbering but are not accessioned.

IV. Acquisition

- A. Definition: Acquisition is the process of obtaining complete and total ownership and physical possession of object(s). Each acquisition places demands on the Museum's resources.
- B. Criteria: Materials must meet the following criteria before being acquired by the Museum.
 - 1) Items shall be relevant to and consistent with the purpose and activities of the Museum.
 - 2) The Museum shall be able to care for items according to professionally accepted museum standards, and make them accessible as preservation considerations permit. For example, the special storage requirements of items of excessive size must be considered.
 - 3) Title to all objects acquired shall be free and clear, without restriction to use or future disposition.
 - 4) Materials must, if possible, have provenance documented.
 - 5) All moral, legal and ethical implications shall be considered.

Any exceptions to the above criteria must have City's written approval.

- C. Procedure for Acquisition: The Museum staff has the authority to acquire materials for the collection within the limits of the approved budget. The Museum curator and director have the authority to accept property for the collections. A bill of sale or similar record will be kept to document new acquisitions obtained by purchase.

The formal process of accepting materials into the permanent collection is known as accessioning. A deed of gift must be signed to document the transfer of ownership of objects acquired by gift or exchange. All donations to the Museum are tax deductible to the full extent of the law. Gifts to the Museum will be acknowledged by letter in a prompt manner by the registrar.

Permanent records shall be maintained for all Museum acquisitions in accordance with professional museum standards. All accession records and files will be stored and handled with proper care. Permanent registration records will be on acid-free paper and a duplicate set will be maintained off-site.

In compliance with current federal income tax regulations, Museum staff are prohibited from providing the donor with appraisal services. Museum staff may, however, recommend qualified appraisers.

Museum staff may attempt to identify an item brought in by the public and deposited no longer than 30 days. After notification items left longer than 30 days will be considered abandoned property, and as such are subject to state law (Public Act 90-0604, <http://www.ilga.gov/legislation/publicacts/pubact90/acts/90-0604.html>).

D. Means of Acquisition: Materials shall be acquired by purchase, commission, bequest, gift, exchange, field collection, abandonment, or any other transaction whereby title to the object passes to the Museum and the object becomes part of its collections. No materials or object shall be acquired which are known to have been illegally collected in the U. S. contrary to state law, federal law, regulation or treaty.

V. Deaccession

- A. Definition: Deaccession is the process of removing accessioned material from the Museum Collection permanently. The deaccession process will be carried out in a conscientious manner, with the Museum staff exercising care and thorough deliberation.
- B. Criteria: Museum materials considered for deaccession must meet at least one of the following criteria.
 - 1) The material is not within the scope of the Museum's acquisition policy.
 - 2) The material is a duplicate.
 - 3) The material lacks physical integrity.
 - 4) The material is in a state of deterioration so as to be useless.
 - 5) The material can no longer be preserved or properly stored by the Museum.
 - 6) The material has failed to retain its identity or authenticity, or has been lost or stolen, and remains lost for longer than 5 years.
 - 7) The material is no longer useable for Museum purposes, or has inadvertently been accessioned twice.
- C. Procedure for Deaccession: Any staff member may recommend material for deaccession if one or more criteria for deaccession have been met. All materials proposed for deaccession will undergo a careful staff inspection and discussion of the provenance of the material, its source, reasons for deaccession, and recommended means of disposal. The director will recommend or disapprove the deaccession, and will in writing designate the means of disposal. After presentation of the proposed deaccession(s) by the director to the Community Affairs Committee, the Committee shall either reject the proposed deaccession(s) or recommend the deaccession(s) to the City Council. The City Council shall, with that advice and consent, approve or disapprove of the deaccessioned materials.

D. Means of Disposal:

- 1) Priority will be given to placing deaccessioned material of a research nature in an institution where it will be accessible to researchers.
- 2) Materials may be sold at a public or private auction or directly to a private party.
- 3) Materials may be exchanged for other materials needed by the Museum for its collections, if they are within the scope of the Museum's acquisition policy.
- 4) Discard
- 5) Transfer to the Museum's non-accessioned collection.

E. Ethics: There will no sale, gift or transfer of materials to Museum employees, City of West Chicago elected officials, City Council members or their immediate family or representatives (unless those materials were available through a disposal process totally public in nature.)

F. Proceeds: All proceeds obtained from the deaccession of Museum materials will be used towards collection acquisitions or collection conservation.

G. Public Disclosure: All materials subject to written donor restrictions that have been agreed upon by the Museum and the donor shall not be deaccessioned until the staff has made an effort to comply with the restrictions.

A complete record of deaccessions will be maintained.

VI. Loans

A. Definition: A loan is the temporary transfer of objects from one institution or individual to another without transfer of ownership. Loans to the Museum and from the Museum are made by means of a loan agreement.

B. Period of Loan: Both incoming and outgoing loans will be made for a specified period, no longer than 12 months. Loans may be renewed for an additional specified period. No indefinite or long term loans are to be made.

C. Outgoing Loans: Loans are made to other museums, historical societies, libraries or other organizations, which meet all conditions of the loan agreement. Loans are made only for educational, cultural or scholarly purposes, not for private profit-making interests.

D. Incoming Loans: Items may be borrowed from any appropriate owner. Lenders will be acknowledged with proper credit. Borrowed items may be photographed or reproduced for exhibit publicity.

- E. Unclaimed Loans: Loans to the Museum that are unclaimed sixty days after the expiration of the loan period and proper notification to lender, shall be considered abandoned property and as such subject to state law (Public Act 90-0604). The museum may begin procedures to accession or dispose of the objects.
- F. Care: It is expected that the level of care given to objects on loan to the Museum will be the same or greater than that given to objects within its collections. A condition report will be made by Museum staff for each item borrowed or loaned. This report will be made at the beginning and end of the loan period.

VII. Ethics

- A. Standards: The Museum staff and volunteers shall conduct themselves in a professional manner in accordance with the standards set forth in the AAM's Museum Ethics.
- B. Collecting: From the time of employment, Museum staff may not privately collect objects which fall within the Museum collecting scope, thereby competing with the Museum. If an item to be collected is of interest to both the Museum and the employee, the Museum has the right of first refusal. Should the employee purchase an item of potential interest to the Museum, the employee must bring it to the attention of the staff. The Museum will have thirty days to purchase the item at the price paid by the employee or shall forfeit the right to purchase.
- C. Deaccession: Objects deaccessioned from the collection shall not be sold, given or transferred to Museum employees, City Council members or their immediate family or representatives unless disposed of in an entirely public manner.
- D. Use of Collection: No member of the staff shall use the Museum collection for a non-Museum related purpose.
- E. Personal Gain: No member of the staff shall use their position with the Museum as a means of obtaining personal gain, unless in an approved manner, for example, consultant work for a fee.

VIII. Access and Security

The Museum staff will aim to provide maximum access to the collection for scholarly and educational uses, while considering the security and conservation of the materials to be used.

- A. Security: Security of the collection will be a priority of the Museum staff and volunteers. At least one member of the Museum work force will be present in unsecured exhibit areas of the Museum when visitors are present.

- B. Research Use: Appointments are required to access materials within the collections. Researchers must utilize collection materials in the presence of Museum staff during regular hours of work.

Researchers will follow handling instructions and care guidelines given by staff, and will complete a Record of Research form.

- C. Reproduction: Reproduction of Museum materials for profit-making ventures may be considered. A licensing agreement must be made with the Museum, and all copyright restrictions must be followed.

H:\Historical Museum: Museum Contract – Phalen – October 12, 2014

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Possible amendments to the Municipal Code concerning backyard chickens

AGENDA ITEM NUMBER:

6. A.

FILE NUMBER:**COMMITTEE AGENDA DATE:**

October 27, 2014

COUNCIL AGENDA DATE:

STAFF REVIEW: John D. Said

SIGNATURE JDS

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

After previous discussion of this matter at its September 22, 2014 meeting, the Public Affairs Committee asked staff to contact surrounding communities to obtain their responses to the following items concerning backyard chickens in each community.

- Estimated number of residential homes/properties with backyard chickens.
- Number of complaints received concerning backyard chickens.
- Types of complaints received.

Of those communities contacted, four responded; St. Charles, Geneva, Carol Stream and Batavia. Like West Chicago, two communities (Carol Stream and Geneva) do not allow backyard chickens, and to the best of their knowledge, there are no existing backyard chickens present in their communities. Therefore no complaints have been filed.

St. Charles recently enacted an ordinance regulating and allowing backyard chickens, as was detailed in the September information provided to the Committee. They estimate that approximately ten to fifteen (10-15) properties have backyard chicken coops. They have received one complaint on chickens, specifically concerning noise, smell and visibility of the chicken coop from an adjacent home.

In Batavia, backyard chickens have been allowed since 2011. They have not received any complaints, and they estimate that twelve (12) properties have chicken coops.

The previously provided 2013 survey of DuPage area communities is again attached for the Committee's review. The survey indicates a wide variety of regulations among the surveyed municipalities. In general, those communities that allow chickens regulate the maximum number allowed and placement of chicken coops. A number of the communities also require minimum lot sizes and, in some cases, prohibit roosters (likely due to noise issues).

Currently in West Chicago, the Municipal Code does not allow for chickens. Section 11-78

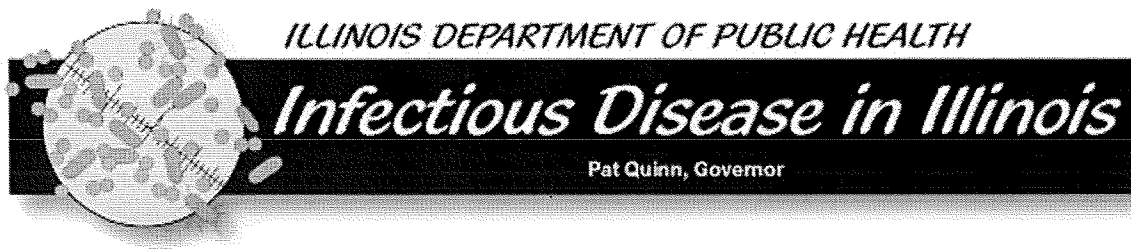
prohibits "any roosters, chickens or any similar fowl, or hybrid thereof."

As noted previously, there are a number of issues associated with chickens in urban (and suburban) settings, as detailed in the attached information from the Illinois Department of Public Health. These concerns include diseases and illnesses, potential attraction of predators, such as coyotes and foxes (which can also compromise the safety of small pets), and rodents. Other nuisance factors such as smells and noise have been identified as concerns with backyard chickens. Finally, creation of regulations to allow backyard chickens may cause enforcement complications, such as verifying compliance and neighbor nuisance complaints.

ACTIONS PROPOSED:

Consideration of possible Municipal Code amendments regarding backyard chickens.

COMMITTEE RECOMMENDATION:



Human Health Concerns About Raising Poultry

An increasing number of citizens want to raise chickens in urban environments as a hobby or they may believe this method of raising birds for food may be safer or less expensive. Citizens should check to make sure that flocks are allowed in the area where they reside before purchasing poultry. This document examines the public health significance of some common concerns about urban poultry farming.

Bacterial diseases

Salmonella and *Campylobacter* are common public health hazards potentially associated with chicken contact. These bacteria are carried by healthy chickens and are communicable to people through direct contact, exposure to manure, or consumption of undercooked chicken and eggs. Infection is characterized by diarrhea, vomiting, fever, and/or abdominal cramps; small children, elderly persons, and those with weakened immune systems are more susceptible to severe illness. Young birds may be especially prone to shed these organisms in their droppings. This poses a hazard to anyone who comes into contact with the droppings. The public health hazards associated with *Salmonella* and *Campylobacter* are expected to be limited to those who are in contact with the chickens or their droppings or consume their meat or eggs without thorough cooking. There have been several multi-state outbreaks of human *Salmonella* infections from handling baby chicks. These hazards could be mitigated by avoiding contact with poultry feces, carefully washing hands with soap and water after handling the birds, avoiding hand-to-mouth contact while working with birds and education about food safety.

Histoplasmosis

Histoplasmosis can cause a respiratory disease with cough and shortness of breath. The fungal organism causing this disease is present throughout the Midwest but can be concentrated in areas with quantities of bird droppings. Persons acquire the disease by inhalation of the organism from the environment. Therefore, it is critical that flock owners have a method to maintain the property to minimize the accumulation of bird droppings. Animal waste should be disposed of in a safe manner.

Avian influenza (bird flu)

Avian influenza is a theoretical public health hazard potentially associated with urban chicken farming. Birds can shed the organism in the saliva, nasal secretions and feces. Avian influenza is a viral disease of birds that is communicable to people through exposure to respiratory or fecal secretions. The risk of human avian influenza infections in the United States is extremely low and is expected to be limited to those who are in contact with infected chickens.

Exotic Newcastle disease

Exotic Newcastle disease, a viral disease that is not normally found in the United States, is not a significant public health hazard in this context. While exotic Newcastle disease can cause mild eye infections in people, the greater concern is that the introduction of exotic Newcastle disease in privately owned chicken flocks can cause major economic damage in communities where commercial chicken farming is an important industry.

Attraction of predators

The attraction of predators is a public health hazard potentially associated with urban chicken farming. The presence of chickens on a property might attract urban predators such as stray dogs, foxes and coyotes. This would increase the probability of conflict between humans and predators in the urban environment (e.g., animal bites). This hazard could be mitigated by requiring flock owners to provide sufficient structural protection to prevent predator access to their flocks.

Attraction of rodents

The attraction of rodents is a public health hazard potentially associated with urban chicken farming. Failure to maintain a clean environment for the chickens could attract mice or rats to a property. This hazard could be mitigated by educating flock owners on the proper care and maintenance of chicken flocks including the proper storage of bird feed.

Nuisance issues

The odor and noise that might be associated with urban chicken farming are not public health hazards. Poultry may escape into neighbors' yards. Flies might be attracted to the area unless adequate fly control is practiced. Communities are advised to have a system in place for handling public complaints regarding these issues if they allow urban poultry flocks.

Management and handling of poultry in small backyard flocks

- Keep baby chicks and adult poultry away from persons with weaker immune systems, including the elderly, pregnant women, diabetics, patients receiving chemotherapy and people infected with HIV.

- The Centers for Disease Control and Prevention recommends that person not keep chickens if the household has children less than five years of age.
- Make sure that people who handle the chickens or their droppings, wash hands properly with soap and water following contact.
- Do not eat or drink around the poultry.
- Keep poultry away from food preparation areas.
- Do not wash items, such as water or food dishes, from chicken coops in the kitchen sink.
- Do not allow poultry to roam in the house.
- Maintain the area where the poultry are present in a sanitary manner.
- See your physician if you experience fever and diarrhea.

Conclusion

The public health hazards potentially associated with urban chicken farming should be weighed against individual and community benefits. Public health infectious disease hazards can be mitigated by education and regulation and are expected to be limited to those who are in contact with the chickens or consuming their meat or eggs without thorough cooking.

Communities that permit urban chicken farming are advised to ensure that flock owners receive educational materials on infectious diseases, animal husbandry, food safety and biosecurity. These communities also should have a system in place for responding to community complaints.

References

CDC. Keeping Live Poultry. Available at <http://www.cdc.gov/Features/SalmonellaPoultry>.

CDC. Preliminary FoodNet Data on the Incidence of Infection with Pathogens Transmitted Commonly Through Food—10 States, 2009. MMWR 2010;59:418-422.

CDC. Multistate Outbreaks of *Salmonella* Infections Associated with Live Poultry --- United States, 2007. MMWR 2009; 58: 25-29.

CDC. Three Outbreaks of Salmonellosis Associated with Baby Poultry from Three Hatcheries --- United States, 2006. MMWR 2007;56:273-276.

CDC. Salmonella Serotype Montevideo Infections Associated with Chicks -- Idaho, Washington, and Oregon, Spring 1995 and 1996 . MMWR 1997;46:237-239.

National Association of State Public Health Veterinarians. Compendium of Measures to Prevent Disease Associated with Animals in Public Settings, 2009. MMWR 2009;58(RR-5):1-21.

Scallan E et al. Foodborne Illness Acquired in the United States—Major Pathogens. Emerg Infect Dis. 2011 Jan; [Epub ahead of print].

Swayne DE and King DJ. Zoonosis Update: Avian influenza and Newcastle disease. Jour Amer Vet Med Assoc 2003;222:1534-1540.

United States Department of Agriculture. Biosecurity for Birds. Available at http://www.aphis.usda.gov/animal_health/birdbiosecurity.

Poultry Safe Handling Posters: [English](#) | [En Español](#)

March 2012

idph online home



Illinois Department of Public Health
535 West Jefferson Street
Springfield, Illinois 62761
Phone 217-782-4977
Fax 217-782-3987
TTY 800-547-0466
[Questions or Comments](#)

DuPage Mayors and Managers Conference Survey Results -- Backyard Chicken Ordinances - 2013

Town	Contact	Email	Phone	Chickens Allowed?			Regulations			Setback	Enclosure Requirements	Use Restrictions	Qty Allowed
				Yes	No	No Ordinance	Lot Size						
Addison	Joe Block (checked code online)	joe@addison-il.org		X						Not less than two hundred feet (200') from any residence, or any building used in part for a residence, except the residence of the owner or keeper thereof; or at a distance of less than two hundred feet (200') from a lot zoned for residence purposes, or from any street or alley of the city.			8 domestic hens
Batavia													
Bloomington	Martin Bourke	bourkem@vil.bloomington.il.gov	630-671-5611		X								
Bolingbrook	Jim Boan	jboan@bolingbrook.com	630-571-0480 x223			X							
Burr Ridge	Douglas Pollock	DPOLOCK@BURR-RIDGE.GOV	630-654-8181	X						Enclosure shall be located in the rear buildable area with a minimum setback from the interior side and corner side lot lines equal to the setback of the principal building. Minimum setback from the rear lot line of 10 feet.	Enclosure not to exceed 150 square feet designed for keeping chickens, to prevent access by wild animals, or attraction of rodents. The enclosure shall include an open area enclosed with hardware cloth buried at the perimeter at least 6 inches in the ground.		4 hens per acre; no roosters.
Carol Stream	Joe Breinig	jbreinig@carolstream.org			X								
Downers Grove	Allison Deitch	adeitch@downers.us				X							
Elmhurst	James Grabowski	james.grabowski@elmhurst.org											
Glen Ellyn	Staci Hulseberg	shulseberg@glenellyn.org	630-547-5240		X								
Hanover Park	Katie Bowman	kbowman@hpiil.org	630-823-5779		X								
Hinsdale	David Cook	dcook@villageofhinsdale.org	630-789-7013			X							
Itasca	Grant Davis	gdavis@itasca.com	630-773-5568	X						Unlawful to house or keep any live poultry within 150 feet of any residence except the owner; or within 150 feet of any public street			
Lombard	Dave Hulseberg	Hulsebergd@villageoflombard.org	630-620-5756			X							
Oak Brook	David Niemeyer	Dniemeyer@oak-Brook.org		X						100 ft. from nearest lot or street line, not less than 50 feet from the nearest interior and rear lot line;			
St. Charles	Brian Townsend	btownsend@stcharlesil.gov	630-377-4425	X								May be kept only for the exclusive use by residents.	No roosters.
Villa Park	Rich Keehner Jr.	rkeehnerjr@invillapark.com	630-592-6051		X								
Warrenville	Marie Lupo	MLupo@warrenville.il.us	630-836-3036	X						Coops shall not be allowed to be located in any part of a home and/or garage. May be located adjacent to a principal or other accessory building	Chickens must be in a coop, a structure exclusively used for housing chickens; or a run, an enclosed outside yard for keeping chickens. Chickens shall be confined at all times.		No more than 4 chickens. No roosters
Wayne	Harlan Spiroff	spirot@theslawfirm.com		X						50 feet from the lot line.	Must be housed in a private stable located only in the rear yard.		1 per acre
West Chicago	Jeff Harris	jharris@westchicago.org	630-293-2200		X								
Wheaton	Don Rose	Drose@wheaton.il.us			X								
Willowbrook	Tim Halik	Thalik@willowbrook.il.us	630-920-2261		X								
Winfield	Peter Krumins	Pkrumins@villageofwinfield.com	630-933-7100		X								

Wood Dale	Wendy Bednarz	Wbednarz@wooddale.com	630-787-3711		X				Prohibits chickens within 450 feet of any residence other than owner's residence.			
Woodridge	Kathleen Rush	krush@vil.woodridge.il.us			X							

WEST CHICAGO POLICE DEPARTMENT TRAFFIC MANAGEMENT REPORT

	Current vs. Prior Month				2 Prior Months		2014 vs. 2013		
	Sep 14	Aug 14	% Change	Jul 14	Jun 14	% Change	YTD 2014	YTD 2013	% Change
TRAFFIC CITATIONS									
Regular Duty & Crash	233	252	-8%	329	318	3%	3103	3110	0%
Selective Enforcement	0	65	-100%	21	11	91%	185	313	-41%
PARKING CITATIONS									
Parking Citations	184	302	-39%	207	201	3%	2819	2160	31%
COMMERCIAL OVERWEIGHT ENFORCEMENT									
Citations	0	0	NC	0	0	NC	0	1	-100%
DUI ARRESTS									
Regular Duty	7	2	250%	6	5	20%	53	67	-21%
Selective Enforcement	0	0	NC	0	0	NC	0	0	NC
ADMINISTRATIVE TOWS									
No Valid Driver's License	1	2	-50%	5	2	150%	32	29	10%
License Suspended	1	3	-67%	4	1	300%	25	14	79%
License Revoked	0	1	-100%	0	0	NC	2	2	0%
DUI	4	3	33%	5	2	150%	50	59	-15%
Drug Possession	1	0	NC	0	0	NC	3	1	200%
Warrant Arrest	0	0	NC	0	0	NC	0	0	NC
Vehicle Amplification	0	0	NC	0	0	NC	0	0	NC
Illegal Transp of Alcohol	0	0	NC	0	0	NC	0	1	-100%
Total Citations	7	9	-22%	14	5	180%	112	106	6%
TRAFFIC CRASHES/INJURIES/FATALITIES									
Property Damage	48	55	-13%	38	43	-12%	572	658	-13%
Injury Crashes	12	10	20%	10	10	0%	96	104	-8%
No of Persons Injured	17	16	6%	12	13	-8%	134	169	-21%
Fatal Crashes	0	0	NC	0	0	NC	0	0	NC
No of Persons Expired	0	0	NC	0	0	NC	0	0	NC

TOP ACCIDENT LOCATIONS										INCEPTION				SCHEDULE	
	Sep 14	Aug 14	% Change	Jul 14	Jun 14	% Change	YTD 2014	YTD 2013	% Change						
North Ave & Powis Rd	2	2	0%	0	0	NC	10	6	NC		Ongoing	67%			
North Ave & Neltnor Blvd	3	7	-57%	2	5		41	31	-60%			32%			
Neltnor Blvd & Hawthorne Ln	0	0	NC	0	0	NC	4	5	NC			-20%			
Neltnor Blvd & Washington St	1	1	0%	0	0	NC	7	11	NC			-36%			
Neltnor Blvd & Main St	0	0	NC	2	2	0%	11	3	0%			267%			
Neltnor Blvd & Forest Ave	0	2	-100%	0	1	-100%	5	6	-100%			-17%			
Neltnor Blvd & Sarana Ave	0	0	NC	0	0	NC	0	0	NC			NC			
Neltnor Blvd & Michael Browning Way	0	1	-100%	0	1	-100%	11	24	-100%			-54%			
Roosevelt Rd & Sarana Ave	0	2	-100%	0	0	NC	4	7	NC			-43%			
Roosevelt Rd & Michael Browning Way	1	1	0%	0	0	NC	4	2	NC			100%			
Roosevelt Rd & Joliet St	1	2	-50%	1	2	-50%	12	11	-50%			9%			
Roosevelt Rd & Fabyan Pkwy/ Washington St	1	3	-67%	0	0	NC	15	15	NC			0%			
Roosevelt Rd & Kautz Rd	0	0	NC	0	1	-100%	2	5	-100%			-60%			
PROGRAMS										SCHEDULE					
SMART Trailer										January 1, 2001					
During the month, the SMART trailer was used: (17) times															
5 Ton Truck Enforcement - Hawthorne Ln										June 1, 2010					
During the month, (1) tickets were written															
5 Ton Truck Enforcement - Joliet St										Ongoing					
During the month, (0) tickets were written															
5 Ton Truck Enforcement - E Washington St										Ongoing					
During the month, (1) ticket was written															
PERFORM CITY WIDE INOPERABLE/ABANDONED VEHICLE INVESTIGATIONS															
(2) Vehicles were investigated							CYear-To-Date 2014		CY2013 Total						
							9		11						
TRAFFIC RELATED HOT SPOTS															
LOCATION							CONCERN								
Smith Rd at Norton Creek School, District 33 & 94							Traffic Issue Complaints								
1200 Block of S Oak St							Citizen Complaints								
Rt 30 @ Kautz Rd							Contraction Zone, Distracted Driving, Impaired Driving and Speed								
Hawthorne Ln, Joliet St, and E Washington St							5-Ton Violations								
Rt 64							Speeding								