

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## PUBLIC AFFAIRS COMMITTEE

**Monday, January 26, 2015**  
**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 November 24, 2014
3. Public Participation / Presentations
4. Items for Consent
  - A. Ordinance No. 15-O-0001 Amendment to the City Code Regarding the Licensing of Precious Metals Dealers
  - B. Resolution No. 15-R-0001 A Resolution Approving the Renewal of the Agreement Between Redspeed Illinois, LLC and the City of West Chicago for a Traffic Law Enforcement System.
  - C. ABD Cycling Club Bicycle Training Criteriums
  - D. St. Andrew Lutheran Church Stations of the Cross
5. Items for Discussion
  - A. Railroad Days 2015 Site Proposal
6. Unfinished Business
7. New Business
8. Reports from Staff
  - A. Traffic Management Report
9. Adjournment

**DRAFT****MINUTES****PUBLIC AFFAIRS COMMITTEE****November 24, 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 Earley, Hallett, Edwalds and Meissner.

Chairman Chassee informed the committee that Alderman Murphy had resigned. Alderman Fuesting was not present.

Also in attendance were Commander Stephen Laub; John Said, Community Development Director; John Fincham, Assistant Director; Krista Coltrin, Assistant Marketing Coordinator; Dave Sabathne, president of the Western DuPage Chamber of Commerce.

**2. Approval of Minutes.**

**A. Public Affairs Committee of October 27, 2014.** Alderman Hallett made a motion, seconded by Alderman Edwalds to approve the minutes of the Public Affairs Committee Meeting with no changes. Voting Aye: Chairmen Chassee, Alderman Earley, Hallett, Edwalds, and Meissner. Voting Nay: 0. Motion carried.

**3. Public Participation / Presentations.****4. Items for Consent.**

**A. Resolution No. 14-R-0045 – A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.** Alderman Edwalds made a motion, seconded by Alderman Meissner to direct this item to City Council for approval. Voting Aye: Chairmen Chassee, Alderman Earley, Hallett, Edwalds and Meissner. Voting Nay: 0. Motion carried.

**B. Resolution No. 14-R-0073 – Consulting Agreement – Inspectional Services City of West Chicago / B&F Construction Code Services.** Alderman Edwalds made a motion, seconded by Alderman Hallett to direct this item to City Council for approval. Voting Aye: Chairmen Chassee, Alderman Earley, Hallett, Edwalds and Meissner. Voting Nay: 0. Motion carried.

**5. Items for Discussion.**

**A. Railroad Days 2015 Site Proposals.** David Sabathne, president of the Western DuPage Chamber of Commerce proposed two (2) sites for the committee to review and provide feedback

and direction. Committee agreed on Site A however they asked Mr. Sabathne for more information on this site to review at the next Public Affairs Meeting.

**6. Unfinished Business.**

**7. New Business.**

**8. Reports from Staff.**

**A. Traffic Management Reports.**

- 9. Adjournment.** Alderman Edwalds made a motion to adjourn, seconded by Alderman Hallett. The motion was approved by voice vote, and the meeting adjourned at approximately 7:45pm.

Respectfully submitted,

*Yahaira Bautista*

Yahaira Bautista

Administrative Assistant

West Chicago Police Department

## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:** Ordinance No. 15-O-0001 Amendment to the City Code Regarding the Licensing of Precious Metals Dealers

**AGENDA NO.** 4A

**FILE NO.** \_\_\_\_\_

**AGENDA DATE:** January 26, 2015

**COUNCIL AGENDA DATE:** February 2, 2015

**STAFF REVIEW:** Michael Uplegger, Acting Chief of Police

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR** Michael Guttman

**SIGNATURE** \_\_\_\_\_

#### ITEM SUMMARY:

In 2012, the City Council adopted an Ordinance requiring pawnbrokers and precious metals dealers (e.g. cash-for-gold establishments) to become licensed. Periodically, the City Council has adjusted the number of licenses to reflect the number of precious metals dealers operating within the City. While there were three precious metals dealers businesses at the time the Ordinance was last amended, since that time one has changed ownership and chosen not to be a precious metals dealer.

Since there are currently two precious metals dealers operating within our corporate limits, staff recommends amending Chapter 9, Article IV, Section 9-67 (Number of Licenses; fees) by reducing the number of available precious metals dealers' licenses to two. The two remaining precious metals dealers are: Flash Enterprises and Gloria's Jewelry.

#### ACTIONS PROPOSED:

Staff recommends adoption of Ordinance No. 15-O-0001

#### COMMITTEE RECOMMENDATION:

**ORDINANCE NO. 15-O-0001**

**AMENDMENT TO THE CITY CODE REGARDING THE LICENSING OF  
PRECIOUS METALS DEALERS**

BE IT ORDAINED, by the City Council of the City of West Chicago, in regular session assembled, as follows:

Section 1. That Article IV, Chapter 9, Section 9-67(B) of the Code of Ordinances of the City of West Chicago be amended to read as follows:

” (B). There shall be no more than the following number of licenses:

- i. Pawnbroker.....1
- ii. Precious Metals Dealer..... 2

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

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

ADOPTED this 2<sup>nd</sup> day of February 2015.

Alderman L. Chassee	_____	Alderman J. Beifuss	_____
Alderman A. Hallet	_____	Alderman L. Grodoski	_____
Alderman K. Meissner	_____	Alderman J. C. Smith, Jr.	_____
Alderman R. Stout	_____	Alderman J. Smith	_____
Alderman M. Birch	_____	Alderman D. Earley	_____
Alderman M. Fuesting	_____	Alderman S. Dimas	_____
Alderman J. Banas	_____	Alderman M. Edwalds	_____

APPROVED as to form:

\_\_\_\_\_  
City Attorney

APPROVED this 2<sup>nd</sup> day of February 2015.

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

PUBLISHED: \_\_\_\_\_

## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Resolution No. 15-R-0001

A Resolution Approving the Renewal of the Agreement Between Redspeed Illinois, LLC and the City of West Chicago for a Traffic Law Enforcement System.

AGENDA ITEM NUMBER: 4B

FILE NUMBER: \_\_\_\_\_

COMMITTEE AGENDA DATE: January 26, 2015

COUNCIL AGENDA DATE: February 2, 2015

**STAFF REVIEW:**

Michael Uplegger, Acting Chief of Police

SIGNATURE \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:**

Michael Guttman

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

Staff is requesting to renew the Agreement between Redspeed Illinois, LLC and the City of West Chicago for a Traffic Law Enforcement System for a total of (6) six years commencing from the date the Letter of Agreement is executed.

Please see attached Letter of Agreement for more information.

**ACTIONS PROPOSED:**

Staff recommends sending Resolution No. 15-R-0001 to the City Council for approval.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 2015-R-0001**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF  
AGREEMENT WITH REDSPEED ILLINOIS FOR A TRAFFIC LAW  
ENFORCEMENT SYSTEM**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Letter of Agreement, for a Traffic Law Enforcement System, between the City of West Chicago and RedSpeed Illinois, LLC through February 2, 2021, in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED this 2<sup>nd</sup> of February 2015.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy Smith

**CITY OF WEST CHICAGO  
325 Spencer Street  
West Chicago, IL 60185**

December 10, 2014

**LETTER OF AGREEMENT**

**RE:** June 18, 2007 Agreement between RedSpeed Illinois, LLC ("RedSpeed") and the City of West Chicago, an Illinois Municipal Corporation ("Municipality") for Traffic Law Enforcement System, as amended by the April 21, 2008 First Amendment to Agreement (collectively the "Agreement") and January 26, 2010 Amendment to Agreement.

Pursuant to Page 3, Section 3 (Term) of the Agreement, Municipality extends the term of the Agreement for two (2) additional consecutive and automatic three (3) year terms commencing from the date this authorization letter is executed.

Acknowledged and Agreed To:

**CITY OF WEST CHICAGO**

**REDSPEED® ILLINOIS, LLC**

By: \_\_\_\_\_

Signature

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Robert Liberman

\_\_\_\_\_  
Title

\_\_\_\_\_  
Managing Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN FOUR (4) ORIGINAL, EXECUTED COPIES TO**

RedSpeed Illinois, LLC  
ATT: Debra Beerup  
400 Eisenhower Lane North  
Lombard, IL 60148



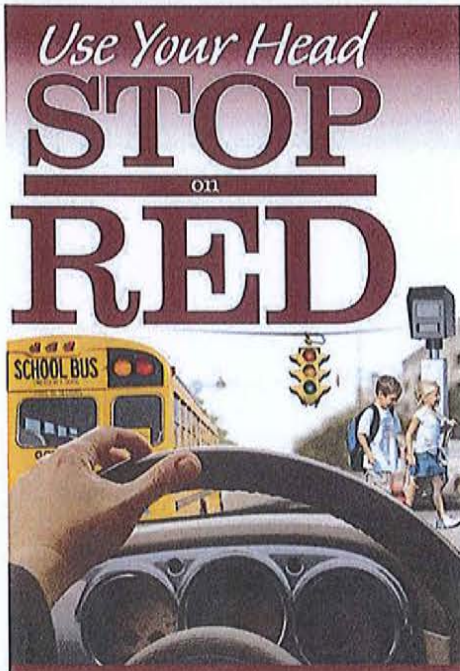


West Chicago  
Police Department

325 Spencer Street West Chicago, IL 60185

# Red Light Photo Enforcement Program

## Statistical Program Overview



### 4 Active Cameras Located At:

**Washington St. at Roosevelt Rd (S)**

*- Equipment Upgraded 9/5/2014*

**IL Rte. 64 (North) at IL Rte. 59 (S)**

*- Equipment Upgraded 12/13/2013*

**IL Rte. 64 (North) at IL Rte. 59 (E)**

*- Equipment Upgraded 10/7/2014*

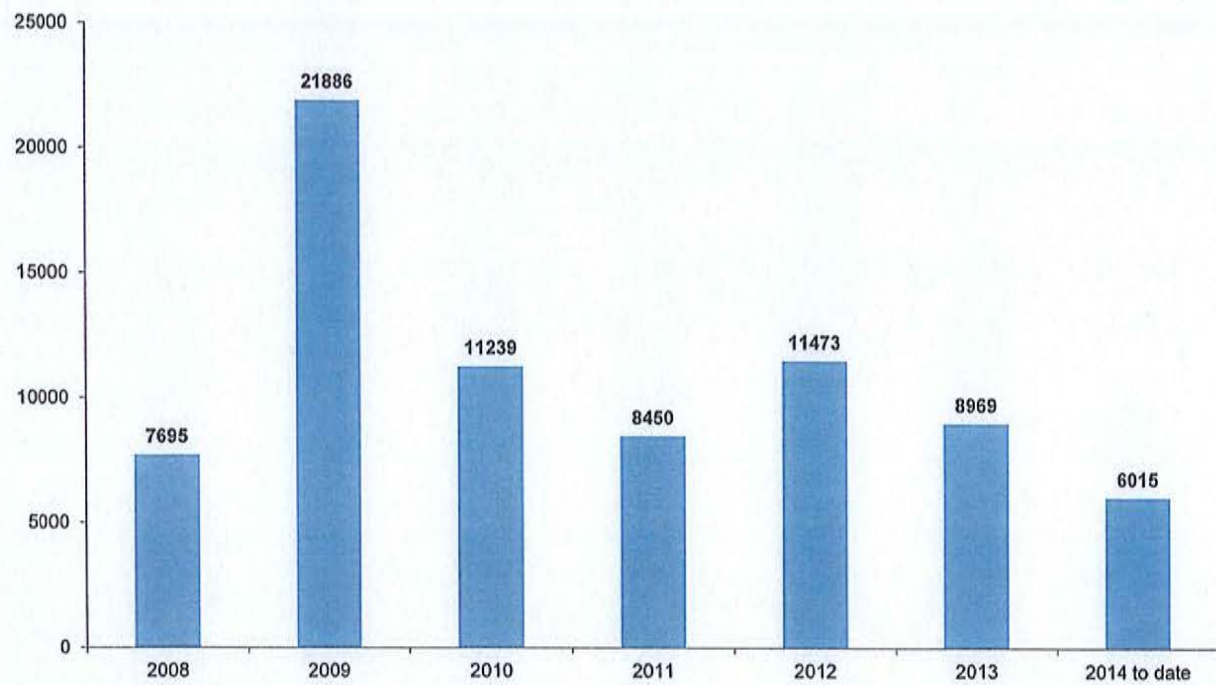
**IL Rte. 59 at Washington St. (N)**

*- Equipment Upgraded 10/20/2014*

**IL Rte. 64 (North) at Powis Rd. (S) (E)**

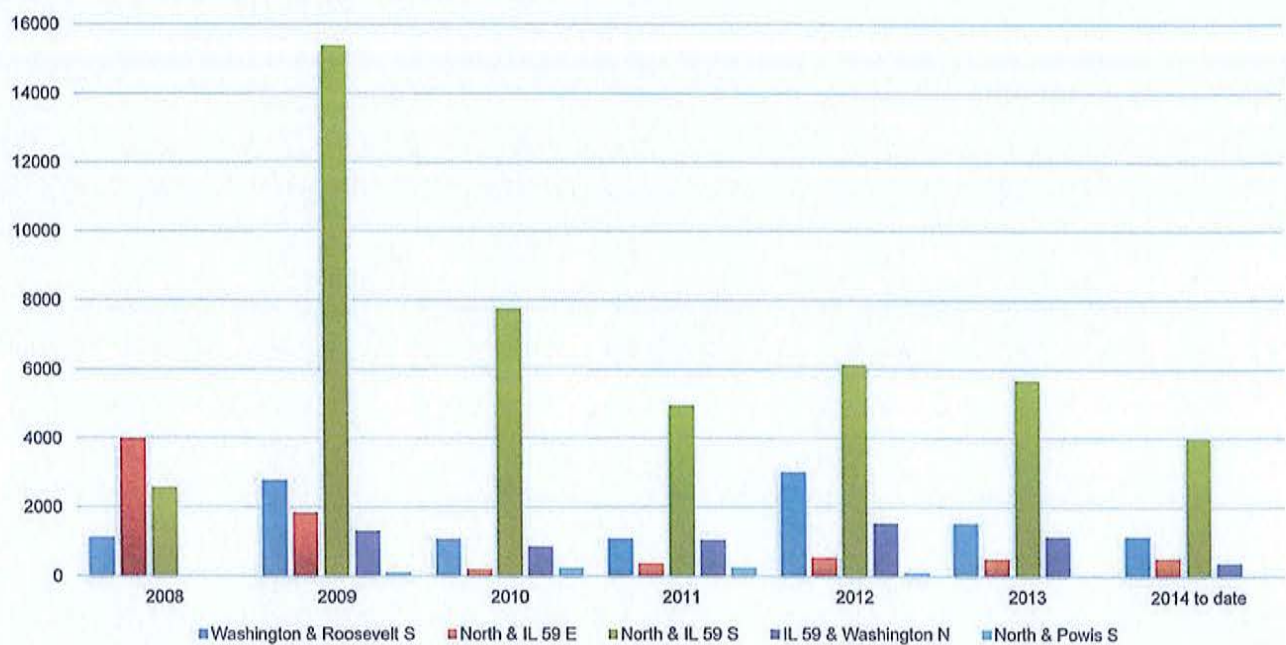
*- Removed 4/18/2012*

## Citation Issuance per Year

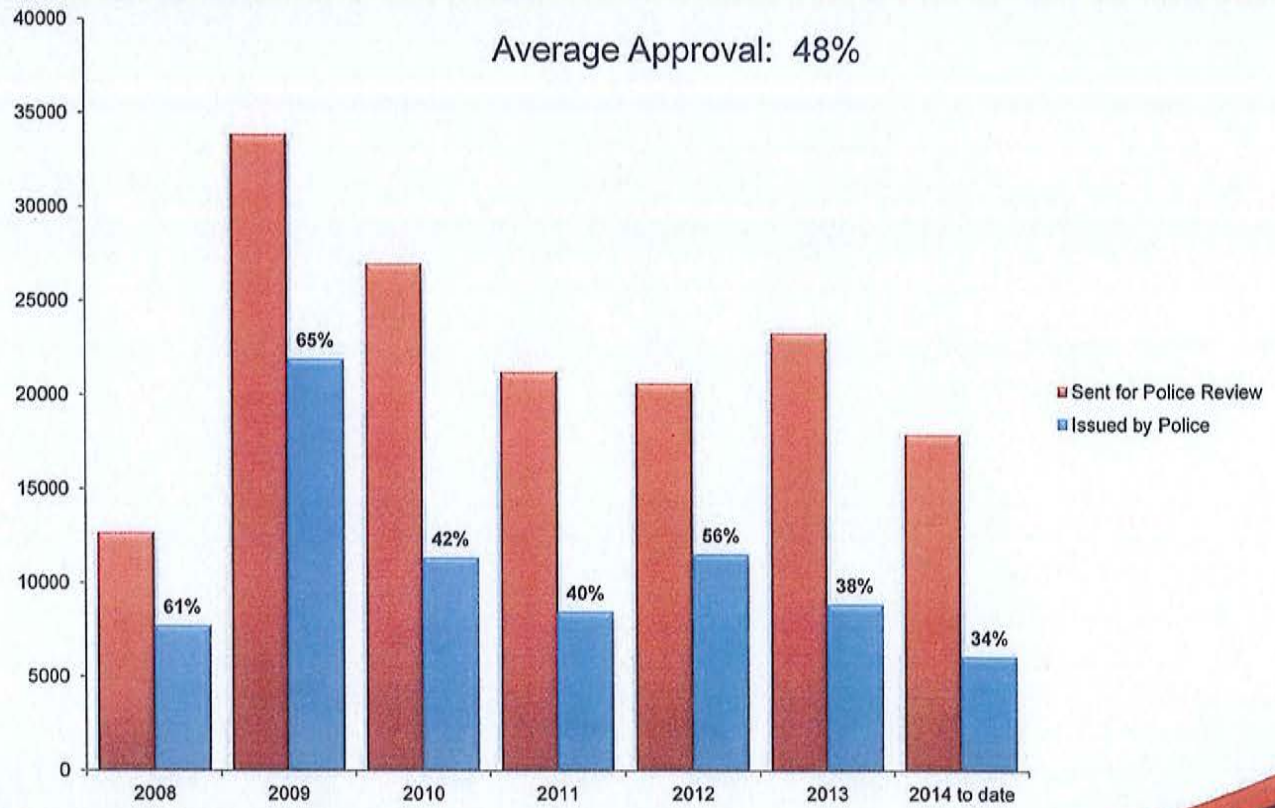




## Annual Violation Issuance by Intersection

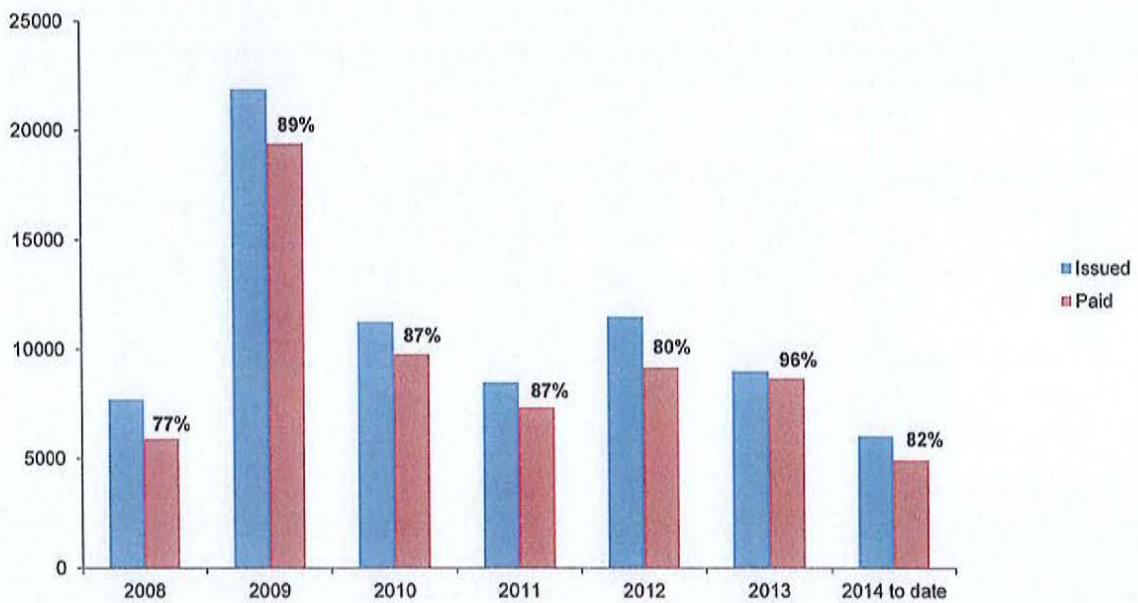


## RedSpeed vs. Police Approval

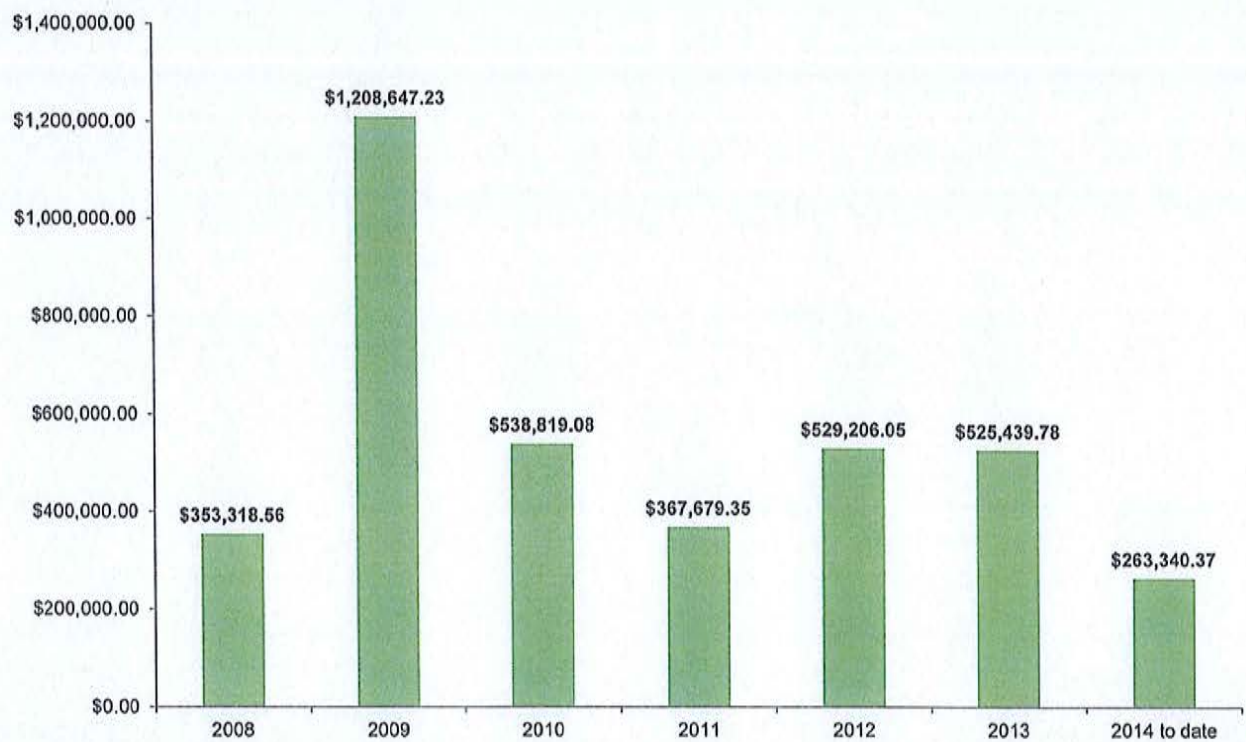


## Payment Rate

Program Average: 85%

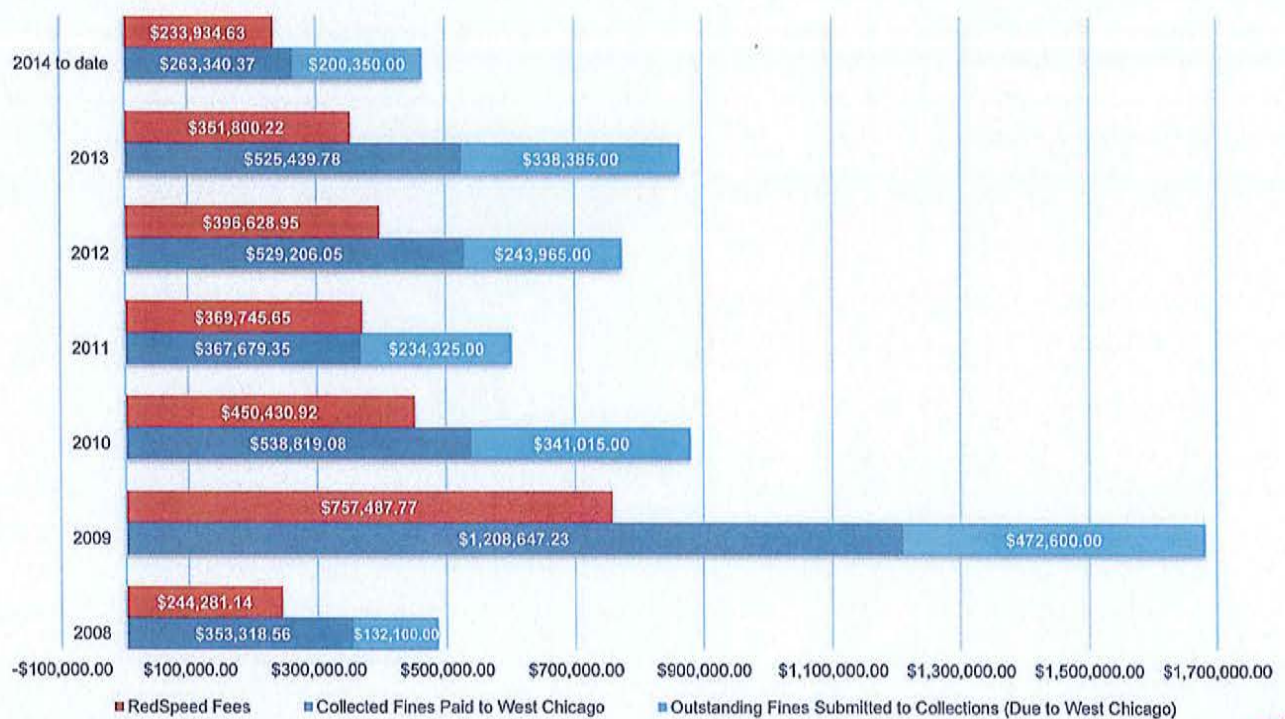


## West Chicago Revenue



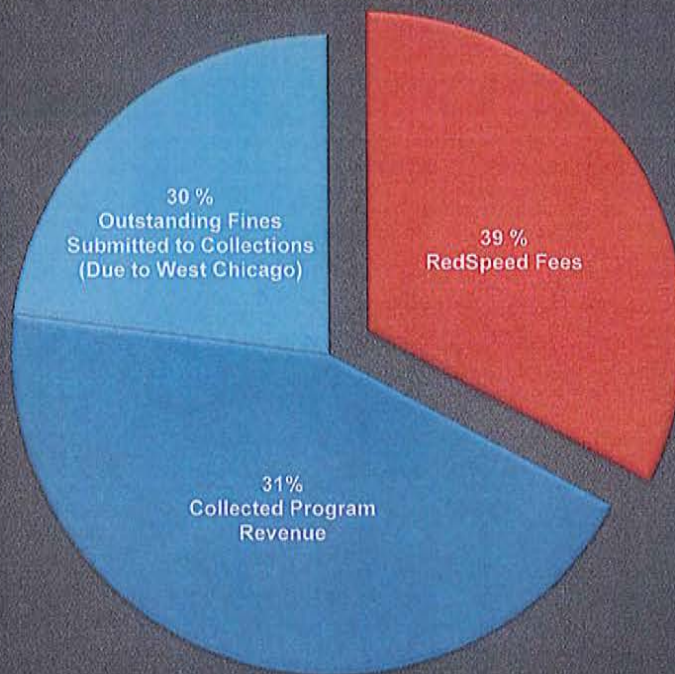


# Fine Disbursement

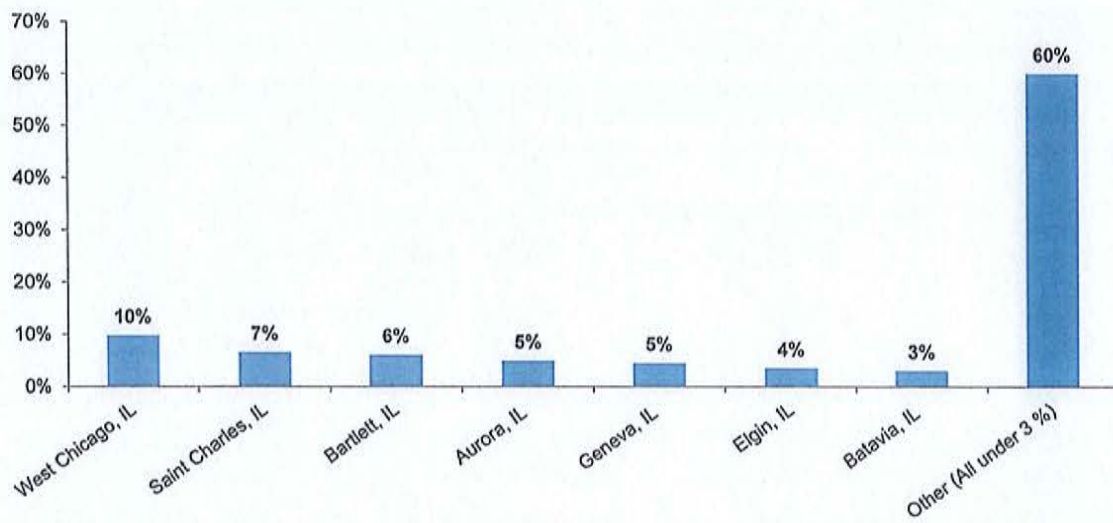




**Program Revenue**  
**\$8,553,499.00**



## Demographics



## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: ABD Cycling Club Bicycle Training Criteriums

AGENDA ITEM NUMBER: 4C

FILE NUMBER: \_\_\_\_\_

COMMITTEE AGENDA DATE: January 26, 2015  
COUNCIL AGENDA DATE: \_\_\_\_\_

STAFF REVIEW: Krista Coltrin

SIGNATURE Krista Coltrin

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE \_\_\_\_\_

#### ITEM SUMMARY:

In preparation for ABD Cycle Club's upcoming Fall Fling races, the Club is requesting permission for the use of City streets at the DuPage Business Center loop for approximately 50 competitors who would like to conduct training criteriums (practice races) every Wednesday evening from April 1 – September 16, 2015. Set-up would be at 5:30 p.m. with teardown completed by 8:30 p.m.

The Club will secure permission from Pella Windows for use of their parking lot and provide the City with a letter stating such permission.

No request for services is being made. A certificate of insurance from ABD Cycle Club will be secured prior to the start date.

Note: ABD Cycle Club has been informed of potential construction projects within the DuPage Business Center that could potentially impact their training schedule. Further discussions with the Club will ensue should either of the proposed projects be secured.

#### ACTIONS PROPOSED:

Recommend for approval pending permission from Pella Windows:

- The use of City streets at the DuPage Business Center for bike trials on a regular basis: Wednesday evenings from April 1 – September 16, 2015 for times indicated.

#### COMMITTEE RECOMMENDATION:

# **ABD Cycling Club Bicycle Training Races Proposal**

**Spring, Summer, and Fall 2015 @ Pella Windows (West Chicago, IL)**

## **Primary Organizer: Athletes By Design (ABD)**

- Founded in 1998, ABD is a 200-member, volunteer-based organization based in Winfield, Illinois.
- ABD's primary goal is to support young athletes with Olympic potential and promote the sport of cycling.
- Membership is primarily comprised of professionals (doctors, teachers, municipal employees, small-business owners) between the ages of 35 and 55.
- Currently ABD organizes 15 sanctioned races each year in the communities of Winfield, Wood Dale, Maple Park, Bartlett, and West Chicago, Illinois.
- The volunteer event staff ranges between 12 and 120 people depending on the event. The average age of an ABD volunteer is 35 years old and they have experience in at least 10 previous events. Some volunteers have worked over 50 events for ABD.
- ABD's largest event is the Winfield Criterium, first held in 2000. It attracts over 400 riders and up to 3,000 spectators each year. The course incorporates Winfield Road and affects over 300 residents.

## **Governing & Insuring Body: American Bicycle Racing (ABR)**

### **Event Directors:**

- Mary Lee Geraghty, ABD Vice-President
- Richard Johnson, ABD Event Director

### **"Prep Work":**

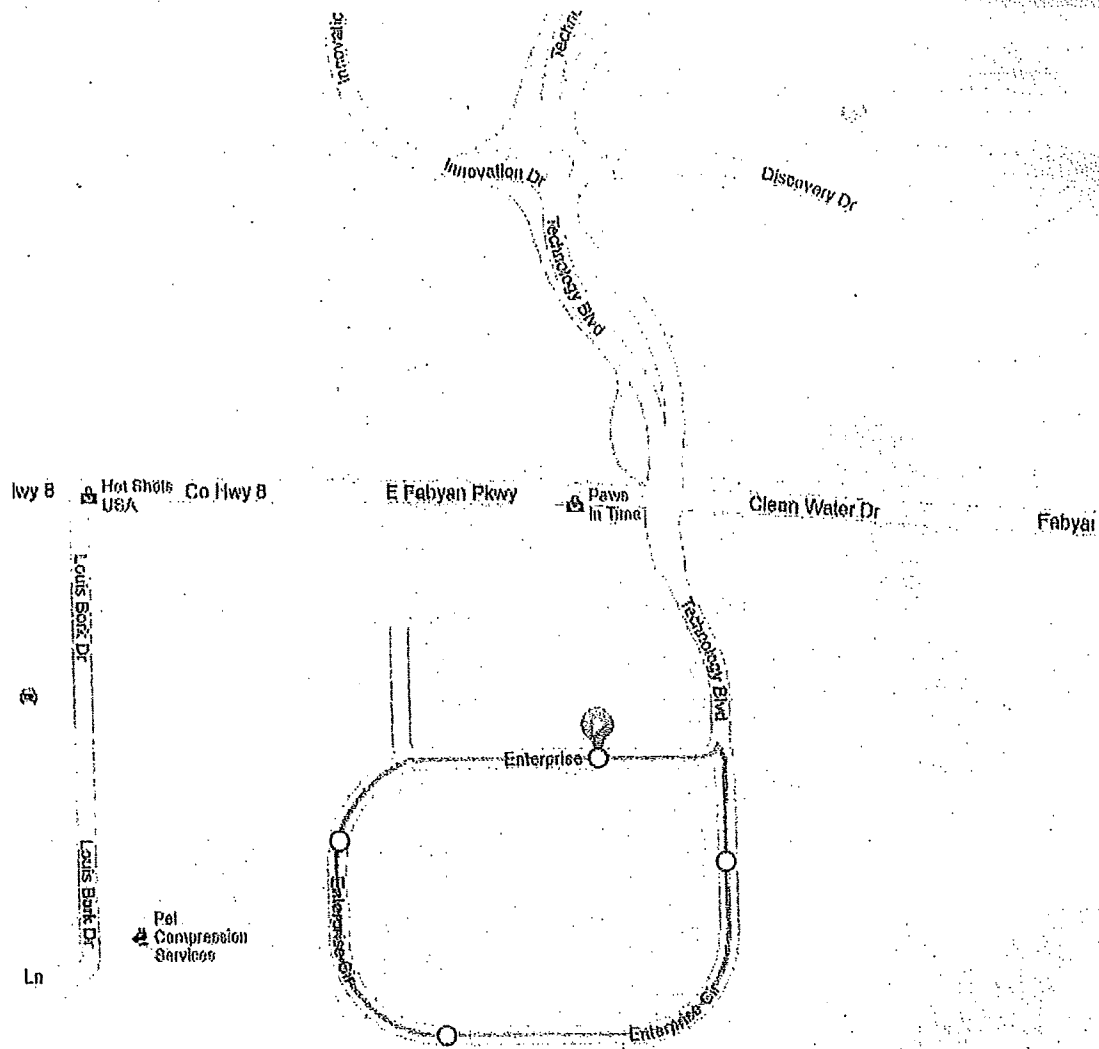
- Will contact Pella Windows and receive permission for the use of Pella Windows parking lot on Wednesday evenings.
- Filed the West Chicago Event Permit (January 2015)

### **General Details Pertaining to Events:**

- This event is put on to prepare racers for any upcoming events. It is a widely known event after a very successful 1st year in 2010. It is strictly for fun and training. It is perfect for younger riders who are looking to better their skills while riding in what is called a pack. A pack is a group of riders who work together kind of like race cars do in NASCAR™, where a person up front pulls riders that are behind them using the technique called drafting. Riders learn to ride close together safely, and learn the lingo used throughout the peloton (pack of riders). Everyone who participated last year has urged us to continue this event as they found it rewarding to them.
- To race the entire evening costs \$10 for adult riders and \$5 for junior riders (18 or under). The money made in this event is used to pay for the port-o-lets and the race officials. Our only goal with the cash-flow is to break even. In 2010 there was only a single night where we did not break even. Any other money that is made goes towards

support of the Wednesday Night Races.

- Set-up starts at 5:30PM, tear-down finishes by 8:30PM
- Approximately 50 competitors are expected to participate every Wednesday night and are spread out among 3 different categories
  - Beginners Race: 15 Minutes for riders who have raced in less than 10 events
  - Scratch Race: Separate rider groups by category. Newer riders take off first and usually get % a lap start before sending out the higher categorized racers. The higher category racers have to chase down the lower categorized racers in order to compete for primes (pronounce preems) and a certificate for 1st, 2nd, 3rd, 4th, or 5th place.
  - Points Race: Everyone takes off at the same time. 20 or more lapped event with sprint points oil every 4th lap. Riders compete for points by being the first over the Start/Finish line.
- Parking for racers will be at Pella Windows and they have been instructed to utilize parking furthest away from the building, staying out of the way of Pella Windows employees who are happy to be on their way home for the evening.
- One (1) Port-O-Let will be set-up near the race registration area for all racers and volunteers (Corner of Enterprise & Technology)
- One Course Marshall will be placed at the corner of Enterprise & Technology directing any traffic that may come through. On a typical night during our series in previous years, there was usually 1 FedEx truck, 1 Oil truck, and 1 to 2 Pella Window semi-trailers. Everything was ran to perfection without a single complaint filed. In fact, one semi-trailer driver sat in the parking lot watching the event on a Wednesday evening.
- The event is promoted as fun and training only. Our event has had 3 crashes total and all were in the first year. 2 crashes were caused by the same guy (1 solo and 1 where he took down a few members of his team) however everyone walked away. The 3rd crash was a typical pack-style crash where a couple of riders went down. One rider suffered minor injuries and was transported to Central DuPage Hospital where his wrist was placed in a cast for a dislocation.
- In case of emergencies, we get in contact with the proper authorities prior and let them know our location and the event type, just in case any emergency arises, so they know we are already out there.



*MSY*



## CITY OF WEST CHICAGO

### Public Affairs Committee AGENDA ITEM SUMMARY

ITEM TITLE: St. Andrew Lutheran Church Stations of the Cross

AGENDA ITEM NUMBER: 40

FILE NUMBER: \_\_\_\_\_

COMMITTEE AGENDA DATE: January 26, 2015  
COUNCIL AGENDA DATE: \_\_\_\_\_

STAFF REVIEW: Krista Coltrin

SIGNATURE Krista Coltrin

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE \_\_\_\_\_

#### ITEM SUMMARY:

St. Andrew Lutheran Church is organizing a Stations of the Cross procession to be held from 12:00 p.m. to approximately 1:00 p.m. on Good Friday, April 3, 2015. Members of the Church will gather at the corner of Easton Avenue and Main Street and travel east on Main Street to Prince Crossing and then north to the Church, crossing Geneva Road (see attached map). They are anticipating approximately 150 participants.

A certificate of insurance will be provided by St. Andrew Lutheran Church prior to the event.

#### ACTIONS PROPOSED:

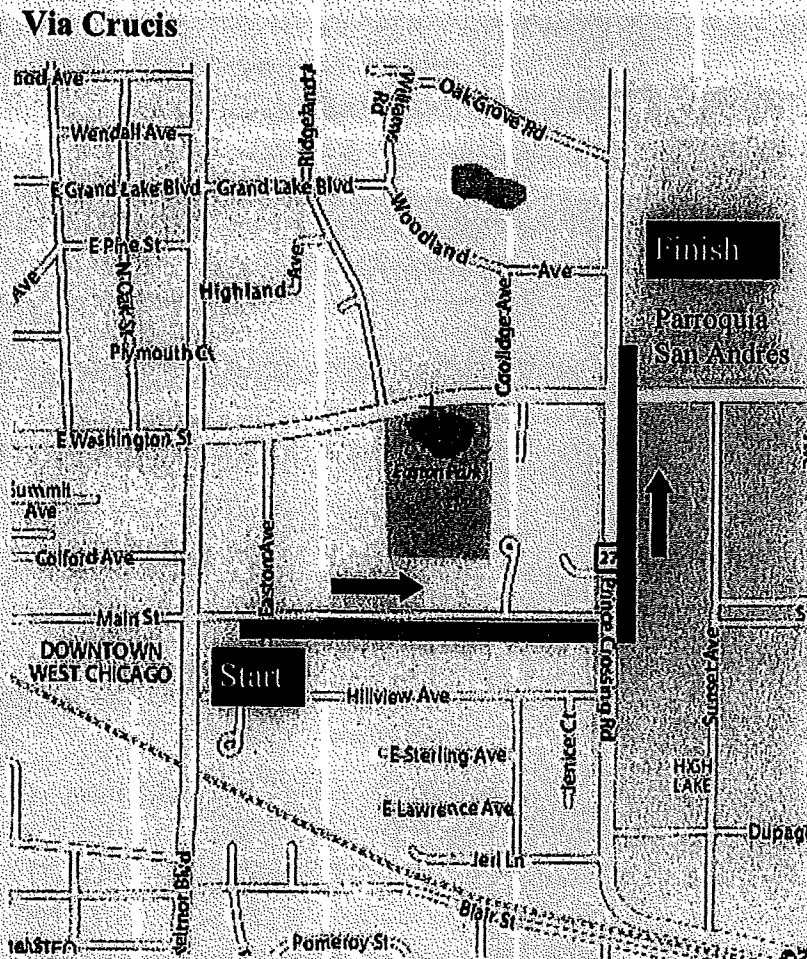
Recommend for approval pending satisfaction of insurance requirements:

- 1) The route and times of the procession
- 2) Use of City right-of-way including street and sidewalks
- 3) Provide City staff support from Police Department

#### COMMITTEE RECOMMENDATION:

On Good Friday, April 3, 2015 at 12pm (noon), there will be a re-enactment of Jesus Christ's cross stations, also known as "Via Crucis." The re-enactment will be performed by members of St. Andrew Lutheran Church.

**We invite all members of the church and community of West Chicago to come and experience the journey that our Savior, Jesus Christ, lived through.**





# CITY OF WEST CHICAGO

## PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE: Railroad Days 2015**

**AGENDA ITEM NUMBER:** 5A

**FILE NUMBER:** \_\_\_\_\_

**COMMITTEE AGENDA DATE:** January 26, 2015

**COUNCIL AGENDA DATE:** \_\_\_\_\_

**STAFF REVIEW:** Krista Coltrin

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

**SIGNATURE** \_\_\_\_\_

### ITEM SUMMARY:

Since Reed-Keppler Park was not available to host the 2015 Railroad Days event, at its last meeting, the Public Affairs Committee directed staff and the Western DuPage Chamber of Commerce to further explore locating the event at the Factory Street site (south of Ann Street and along Factory Street). While both parties were to move forward planning the event, the Committee members expressed concern with the festival being located so close to a residential neighborhood.

In 2012, the City Council approved Resolution No. 12-R-0096, which authorized the Mayor to enter into a Funding Agreement with the Chamber to manage Railroad Days for three years (through 2015). The Agreement requires that the festival be located in Reed-Keppler Park; however, anticipated construction at the Park in 2015 will prohibit the event from taking place there. Therefore, if the festival will be relocated to the Factory Street Site in 2015, the Funding Agreement would need to be amended to:

1. Change the location of the event;
2. Remove the West Chicago Park District as an additional insured on all required certificates of insurance and replace it with District 94, the Lessee of the parking lot at Factory and Stimmel Streets; and
3. Remove the requirement that the Fine Arts Fiesta be a component of the event, as there are no buildings available for such at the Factory Street site;
4. See bullet points below.

During the previous meeting, David Sabathne, President and CEO of the Western DuPage Chamber of Commerce, indicated that event parking would be primarily situated in the parking lots on the Community High School campus. It was learned, upon further dialogue with the District 94 Superintendent, that a substantial renovation project will occur during the summer of 2015 and that the parking lots at the high school will be used for the staging of construction equipment and, therefore, unavailable for event parking. Mr. Sabathne has since suggested the use of parking lots at Lemay Middle School and Gary Elementary School, including the use of a shuttle bus service to and from the event, and has opened dialogue with the Elementary School District 33 Superintendent regarding the use of their property.

In 2009, the City entered into a Lease Agreement with District 94 for the use of the City-owned parking lot which is located within the proposed Factory Street site. According to the current agreement, District 94 is solely responsible for the maintenance of the parking lot; also State Law prohibits the sale and consumption of alcohol on property under the control of the District. To address the unique circumstances presented by the event, an amendment to the 2009 Lease Agreement (see attached) is necessary to address these issues, as follows:

- For the duration of the festival (set-up to take-down), the legal interest in and maintenance responsibility of the parking lot reverts back to the City, which in turn, would need to be transferred to the Chamber via an amendment to the Funding Agreement; the Agreement would now need to require the Chamber to complete all repairs to the parking lot within 30 days of the festival ending.
- District 94 would now be named as an additional insured on all insurance obtained by the City for the event.

## CITY OF WEST CHICAGO

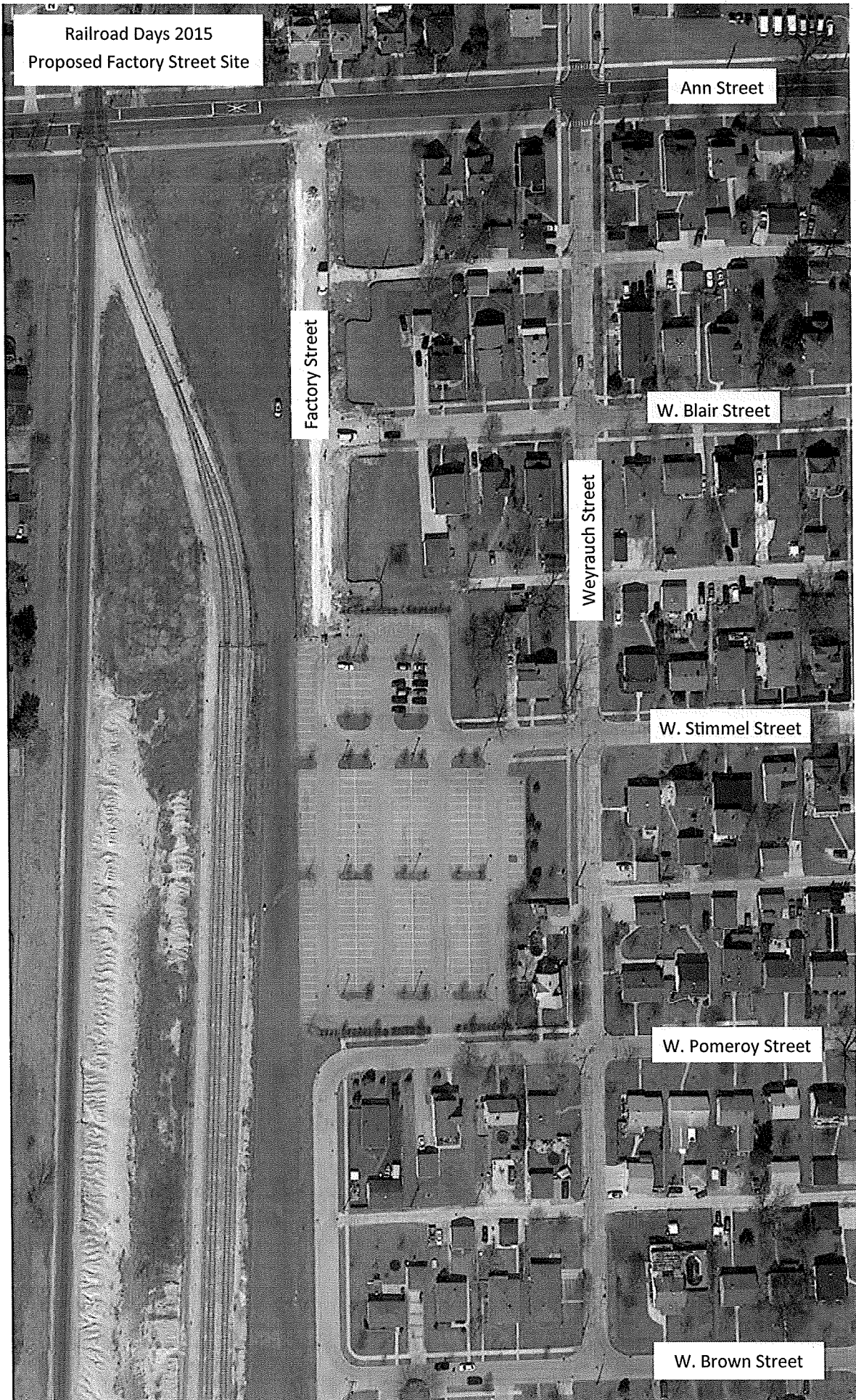
### ACTIONS PROPOSED:

In light of developments since the last meeting, staff needs direction as to whether or not the Committee wishes to change its initial direction to locate the 2015 Railroad Days at the Factory Street location. Therefore:

- If the Committee's direction remains to move forward with the Factory Street location, a vote on the amendment to the Lease Agreement with District 94 is required, and that recommendation will be presented to the City Council at its next meeting for concurrence.
- If the Committee's direction changes, a motion and vote are needed to give staff new direction, which will be presented to the City Council at its next meeting for discussion.

### COMMITTEE RECOMMENDATION:

Railroad Days 2015  
Proposed Factory Street Site



Ann Street

Factory Street

W. Blair Street

Weyrauch Street

W. Stimmel Street

W. Pomeroy Street

W. Brown Street

**AMENDMENT TO A LEASE AGREEMENT BETWEEN THE CITY OF WEST  
CHICAGO AND COMMUNITY HIGH SCHOOL DISTRICT 94 FOR THE LEASE  
OF CERTAIN REAL PROPERTY**

THIS AMENDMENT to a parking lot lease agreement is made and entered into by and between the CITY OF WEST CHICAGO, a body corporate and politic, (hereinafter "City") and COMMUNITY HIGH SCHOOL DISTRICT 94, an Illinois municipal corporation, (hereinafter "District 94").

**WITNESSETH:**

WHEREAS, pursuant to the authority set forth by law, the Parties entered into a parking lot lease agreement in 2009 whereby the City leased a certain parking lot owned by the City to District 94 (hereinafter "2009 Lease Agreement"); and

WHEREAS, the Parties have determined that the use of the parking lot, subject to the 2009 Lease Agreement, by the general public for an annual event commonly known as "Railroad Days" presents unique circumstances not wholly within the supervision and control of District 94; and

WHEREAS, the Parties recognize that an amendment to the 2009 Lease Agreement is required to address the unique circumstances presented by the annual Railroad Days event.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

**1.00 INCORPORATION OF PREAMBLES**

1.01 Incorporation of Preambles: The preambles set forth above are incorporated herein and made a part hereof.

## **2.00 APPLICABILITY**

2.01 Scope of Amendment: The Parties agree that the scope of this Lease Amendment applies solely within the time period in which the annual Railroad Days event occurs in the month of July. This time period shall include the time in which the event is being set up and taken down.

2.02 2009 Lease Agreement: To the extent the terms of the 2009 Lease Agreement do not conflict with the terms of this Amendment, the terms of the 2009 Lease Agreement shall remain in full force and effect during the annual Railroad Days' time period. Nothing in this Amendment shall be construed to apply outside of the annual Railroad Days' time period and the terms of the 2009 Lease Agreement shall remain in full force and effect outside the annual Railroad Days' time period.

## **3.00 PARKING LOT USE, MAINTENANCE, REPAIRS AND SUPERVISION**

3.01 City Use of Parking Lot: The City shall have the sole and exclusive right to enter upon and use the parking lot described in Exhibit A to the 2009 Lease Agreement during the time period of the annual Railroad Days event occurring in the month of July. District 94 shall have no duties or obligations with respect to the parking lot during this time period, and shall incur no costs, expenses or liability with respect to the parking lot during this time period.

3.02 Maintenance, Repairs, and Supervision: District 94 shall not be responsible for the maintenance, repair or supervision of the parking lot during the time period of the annual Railroad Days event occurring in the month of July. Such maintenance shall include any required refuse removal. District 94 shall not be responsible for any repairs to the parking lot, which is related in any way to the City's use of the parking lot during the time period of the annual Railroad Days event. The City shall be responsible for ensuring that any maintenance

and repairs occur. The City shall be responsible for ensuring that any and all maintenance and repairs shall occur within thirty (30) days of Railroad Days.

3.03 Hold Harmless and Indemnification: The City shall defend, indemnify and hold harmless District 94, its elected officials, officers, agents, and employees, from and against all liabilities, judgments, settlements, damages, losses, claims, demands and actions of any nature, including costs of suit and reasonable expert witness and attorney fees, that may at any time arise or be claimed by any person, entity or governmental agency, as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising out of or in any manner connected with, directly or indirectly, the use of the parking lot during the Rail Road Days' time period. The City shall cause District 94 to be provided with a Certificate of Insurance, acceptable to District 94, which names District 94 as an additional insured on all insurance obtained by the City for the Railroad Days event.

IN WITNESS WHEREOF, the parties have entered into this Lease Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF WEST CHICAGO  
475 Main Street  
West Chicago, IL 60185  
(630) 231-0523

COMMUNITY HIGH SCHOOL DISTRICT 94  
326 Joliet Street  
West Chicago, IL 60185  
(630) 876-6210

By: \_\_\_\_\_  
Mayor Ruben Pineda

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

RESOLUTION NO. 12-R-0096

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FUNDING AGREEMENT WITH THE WESTERN DUPAGE CHAMBER OF COMMERCE TO SUPPORT THE 2013, 2014, & 2015 RAILROAD DAYS FESTIVAL

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled that the Mayor is hereby authorized to execute a Funding Agreement to support the 2013, 2014 & 2015 Railroad Days Festival between the City of West Chicago and the Western DuPage Chamber of Commerce, attached hereto, and incorporated herein as Exhibit "A".


APPROVED this 5<sup>th</sup> day of November 2012.

AYES: 14

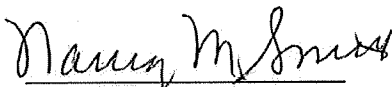
NAYES: 0

ABSTAIN: 0

ABSENT: 0

  
Acting Mayor

ATTEST:

  
City Clerk

**Exhibit A**  
**Funding Agreement for Railroad Days**

THIS AGREEMENT is made and entered into on the 5<sup>th</sup> day of Nov. 2012, 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 the Thursday (or Friday) through the Sunday of the second weekend of the month of July in 2013, 2014 and 2015, (hereinafter referred to as "Festival") and that the City will provide a designated amount of financial support for such Festival. The Festival shall include, at a minimum, a four-day carnival, at least two musical acts on Friday night, at least two musical acts on Saturday night, a fireworks show on Saturday night<sup>1</sup>, a beer tent for Friday and Saturday nights, and a parade on Sunday, with the necessary infrastructure and marketing to support such; the City will provide \$60,000 for only these Festival components. 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 on Thursday and Sunday, 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".
2. The services which the Chamber will perform for a management fee of \$20,000 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, 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 Paragraph 3(A)(4) below. At all times, the Chamber will comply with all City Codes and Ordinances and Special Event Policy that are in effect on November 1<sup>st</sup> of each year.

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<sup>1</sup> Due to the cancellation of the 2012 fireworks because of drought conditions, the 2012 fireworks display will be carried over to 2013 and the money budgeted for the 2013 display will be reinvested into the 2013 parade and entertainment.



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.

3. The City's responsibilities stated below are limited to the following:

- A. Providing financial support of \$80,000, 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 Section 6 of this Agreement.
  - 1. The City agrees to pay the Chamber (or its designee, as specified in writing) \$30,000 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) \$20,000 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) \$20,000 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 \$10,000 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 together with its final written report including a summary financial report following the format and level of detail of Exhibit "C" attached hereto, and has made its final appearance at the August Public Affairs Committee meeting.
  - 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 fourteen (14) 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.

- 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.
  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.
- C. The City will work with Groot Industries to provide a garbage dumpster for the Festival at no cost to Chamber.
4. The Chamber may solicit sponsorships and shall be solely responsible for providing benefits associated with sponsorship. At least 50% of sponsorship profits will be reinvested into the current year festival. Other than City sponsorship money, 25% of sponsorship revenue in excess of \$25,000, will be paid to the City. An accounting of these revenues shall be provided with the August monthly report and shall be accompanied by a check for the City's portion of these revenues as well as the difference, if any, between the amount spent on the Festival and the \$60,000 the City provided for such.
  5. 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, an accounting of expenses related to the Festival accompanied by copies of invoices, receipts and checks from vendors.
  6. The Chamber shall comply with the following submittal deadlines and all other submittal dates as indicated on the Special Event Permit Application.
    - March 31<sup>st</sup> – Submit Special Event Permit Application (including map of parade route, location and times of street closures), Fireworks Application, Carnival Application and associated documentation, including Certificates of Insurance from the Western DuPage Chamber of Commerce and those specific to the Fireworks and Carnival.
    - April 30<sup>th</sup> – Submit marketing insert in English and Spanish for City newsletter. Attend an Application Review meeting to be scheduled by the City.
    - June 30<sup>th</sup> - 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 Basset and ticket seller training occurred by this date.

7. If either party elects to enforce the provisions of this contract in a court of law, 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.
8. 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 and its directors, officers, agents and employees from and against any and all claims, demands, actions, causes of action and other liabilities and expenses, including but not limited to attorney's fees, arising out of or in connection with the Festival, including but not limited to any such claims that may be asserted by any employees 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.

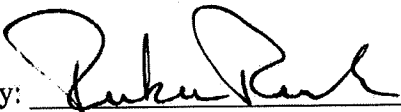
The Chamber hereby agrees that any and all work conducted at the Festival site shall be performed in accordance with all applicable laws of the City to provide a safe working environment for the Festival workers, volunteers and general public. Furthermore, the Chamber agrees to secure by means of contract/agreement 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.

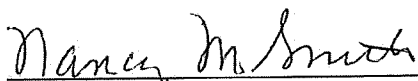
9. This Agreement may be terminated by either party for any reason with written notice by October 31<sup>st</sup> of each year.
10. Neither this agreement nor any interest herein, or claim hereunder, shall be assigned or transferred by either the City or the Chamber.

CITY OF WEST CHICAGO


By:   
Ruben Pineda  
Acting Mayor

Date: 11/05/12

Attest:

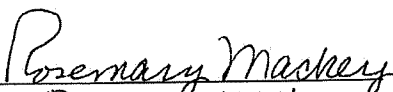
By:   
Nancy Smith  
City Clerk

WESTERN DUPAGE  
CHAMBER OF COMMERCE

By:   
Name: DAVID J. SABATONE  
Title: CEO

Date: 11/12/12

Attest:

By:   
Name: Rosemary Mackey  
Title: City of West Chicago Admin

**Exhibit "A"**  
**Railroad Days Requirements**

**Festival**

The Festival, known as Railroad Days, shall be from the Thursday (or Friday) through the Sunday of the second weekend of the month of July at Reed-Keppler Park.

There shall be no entrance fee for the Festival.

The Festival shall, at a minimum, include entertainment on a main stage (at least two acts on Friday night and at least two on Saturday night), a four-day carnival, a beer tent, a fireworks show on Saturday evening and a parade on Sunday, as more fully described in this Exhibit.

**General Requirements**

- The City of West Chicago shall be recognized as the primary sponsor of the Festival.
- A building shall be reserved for the Fine Arts Fiesta at the written request of the City at least ninety (90) days prior to the Festival
- A first aid tent, including tables and chairs, manned by qualified personnel, shall be provided.
- A Chamber representative shall be on-site during all Festival hours of operation.
- The Chamber shall provide porta-potties for the Festival and ensure that the grounds are maintained throughout the Festival and upon its conclusion
- The Chamber shall provide all required permits, licenses, insurance certificates and approvals according to the schedule set forth in the Agreement.

**Entertainment**

Entertainment shall be provided on a main stage.

An emcee will be provided for the main stage.

The Chamber will negotiate contracts, fulfill rider requirements and make other necessary arrangements to provide entertainment during the Festival.

The Chamber shall be solely responsible for determining how it wishes to comply with any licensing agreements and associated fees related to the replaying of non-original music.

**Beer Tent**

Beer sales shall be provided during the Festival. Beer tent hours of operation shall be as follows, although ticket sales shall end one half hour prior to closing:

- Thursday: 5:00 p.m. to 10:00 p.m. (if the Chamber so chooses)
- Friday: 5:00 p.m. to 11:00 p.m.
- Saturday: 5:00 p.m. to 12:00 a.m.
- Sunday: 3:00 p.m. to 10:00 p.m. (if the Chamber so chooses)

**Carnival**

A carnival shall be provided during the Festival. The Chamber shall ensure that applicable laws and regulations that are in effect at the date of contract signing (other than those mandated by a higher level of government) are met including, but not limited to, all background checks, required inspections and insurance requirements by the dates stipulated in the Agreement. Carnival hours of operation shall be as follows, although ticket sales shall end one-half hour prior to closing:

- Thursday: 5:00 p.m. to 10:00 p.m.
- Friday: 5:00 p.m. to 11:00 p.m.
- Saturday: 12:00 p.m. to 12:00 a.m.
- Sunday: 3:00 p.m. to 10:00 p.m.

**Fireworks**

A fireworks display shall be provided on Saturday evening at dusk. The Chamber shall provide proof of a fireworks permit and ensure that all insurance requirements have been met by the date stipulated in the Agreement.

**Parade**

A parade shall be provided on Sunday. The Chamber shall provide a map of the parade route and location and times of street closures as part of the Special Event Permit Application and ensure all legal requirements are met by the date stipulated in the Agreement.

**Marketing**

The Chamber shall provide marketing for the Festival including but not limited to the following:

- Advertising in newspapers of general circulation.
- Press releases.
- Posters distributed to local businesses and the City of West Chicago.
- Design and layout, provided in digital format, of schedule of events in English and Spanish for insertion in the City of West Chicago newsletter. City staff will review and ask for edits, if necessary. Chamber will pay for cost of insert, if the City produces a print newsletter.
- Signage along major entrances into the City of West Chicago.

**Exhibit "B"**  
**Post Event Financial Report**

**See attached.**

9:26 AM  
07/30/12  
Accrual Basis

Western DuPage Chamber of Commerce  
Profit & Loss Detail  
January through December 2012

	Date	Name	Memo	Amount	City
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Railroad Days Revenue</b>					
Beer Garden Revenue	07/24/2012	West Chicago Park District	Beer Garden Revenue from ticket sales	24,672.00	
Total Beer Garden Revenue				24,672.00	3,204.99
<b>Carnival Revenue</b>					
	07/12/2012		Carnival Revenue: Cash	2,000.00	
		City of West Chicago	Background checks for Carnival workers	3,000.00	
	07/17/2012		Carnival Revenue	31,091.50	
Total Carnival Revenue				30,091.50	15,045.75
<b>Food Vendor Fees</b>					
	05/11/2012	Taco Real, Inc.	Railroad Days Booth	695.00	
	05/11/2012	Taco Real, Inc.	Discount for being a member	-100.00	
	05/17/2012		RS Concessions Railroad Days Food Vendor	745.00	
	06/28/2012	Gangas Italian Concession	Food Vendor Railroad Days	1,330.00	
	06/28/2012	Dyn Hye Asian Cuisine	Food Vendor Railroad Days 2012 membership dis	695.00	
	06/28/2012	Sonda, Inc.	Food Vendor Railroad Days 2012	695.00	
	06/28/2012		Oak Ridge Ranch Amusements, Inc. Food Ver	200.00	
	06/29/2012		John's Ribhouse	695.00	
	06/29/2012		Jambi Juice	695.00	
	07/03/2012		Food Vendor Railroad Days	675.00	
	07/09/2012	Mid City Cocktail & Supper Club	Kahunas, Inc.	659.00	
	07/09/2012		Food Vendor	655.00	
	07/11/2012	Buffalo Wild Wings	Membership Discount	-100.00	
	07/11/2012	Buffalo Wild Wings	Electricity extra 110	60.00	
	07/11/2012	Buffalo Wild Wings	Oakridge Trailers	1,100.00	
	07/12/2012			9,019.00	
Total Food Vendor Fees					
<b>Non-food Vendor Fee</b>					
	04/30/2012	Cadence Health	Premier Member Re-allocation	295.00	
	04/30/2012	West Chicago Park District	Premier Member Re-allocation	295.00	
	04/30/2012	SBI - West Chicago	Premier Member Re-allocation	0.00	
	04/30/2012	West Chicago Family Chiropractic	Premier Member Re-allocation	295.00	
	04/30/2012	Northstar Credit Union	Premier Member Re-allocation	295.00	
	05/24/2012	AAA Chicago	Non-Food Vendor Fee: Railroad Days	295.00	
	05/24/2012	AAA Chicago	Bundle Discount	-122.50	
	06/01/2012	Chiro One Wellness 2	Non-Food Vendor Fee: Railroad Days 2012	395.00	
	06/07/2012		Home Improvement Network AP956972	395.00	
	06/18/2012		Always Nuts, Inc. RR Business Vendor	395.00	
	06/18/2012		The Bag Lady RR Business Vendor	395.00	
	06/18/2012		EXS Marketing, Inc.	395.00	
	06/18/2012		DC Spinal Wellness & Sport Rehabilitation	395.00	
	06/18/2012		Arrow Healthcare	295.00	
	06/20/2012	Bloom Children's Center	Non-Food Vendor Fee: Railroad Days	295.00	
	06/25/2012		Renewal by Andersen Exhibitor Booth	395.00	
	06/28/2012		D. F. Earley	175.00	
	06/27/2012		Kumon Learning Center	295.00	
	07/03/2012	Naper Settlement	Non-Food Vendor Fee: Railroad Days	175.00	
	07/03/2012		Feather Creations AP 381000	395.00	
	07/08/2012		Judy's Business Exhibitor for Railroad Days	395.00	
	07/09/2012		Lakeside Duetline	395.00	
	07/09/2012		Crystal Thomas	395.00	
	07/09/2012		Fun Promotions LLC	395.00	
	07/11/2012	Eagle Academy of Martial Arts	Non-Food Vendor Fee: Railroad Days	395.00	
	07/23/2012	Rotary Club of West Chicago	Railroad Days Ice Purchase	138.60	
Total Non-food Vendor Fee				7,859.00	
<b>Sponsorship</b>					
	04/30/2012	Silvercrest Resorts, Inc.		1,600.00	
	04/30/2012	Silvercrest Resorts, Inc.		1,000.00	
	04/30/2012	Cadence Health	Premier Member Re-allocation	350.00	
	04/30/2012	Warrenville Park District	Premier Member Re-allocation	350.00	
	04/30/2012	West Chicago Family Chiropractic	Premier Member Re-allocation	350.00	
	04/30/2012	City of West Chicago	Premier Member Re-allocation	350.00	
	04/30/2012	Northstar Credit Union	Premier Member Re-allocation	350.00	
	04/30/2012	SBI - West Chicago	Main Stage Sponsor 2012 Railroad Days	1,600.00	
	05/29/2012		Armway Railroad Days Sponsorship	6,000.00	
		Superior Beverage	Sponsor	4,000.00	
	06/26/2012		Insure One	2,000.00	



9:25 AM  
07/30/12  
Accrual Basis

Western DuPage Chamber of Commerce  
Profit & Loss Detail  
January through December 2012

	Date	Name	Monie	Amount	City
Total Sponsorship Railroad Days Revenue - Other	07/05/2012	Sponsor Chicago	Intrepid, Inc. (Delco) Sponsorship Commission (17%)	5,000.00 (3,145.00) 18,855.00	4851.25
	02/22/2012		First installment from City of West Chicago	30,000.00	
	05/30/2012		City of West Chicago	20,000.00	
Total Railroad Days Revenue - Other	06/20/2012		3rd installment	20,000.00	
	07/23/2012	City of West Chicago	remainder of contract payment following final to	10,000.00	
				80,000.00	22,901.69
Expense:					
Railroad Days Advertising					
	05/09/2012	DuPage Veterans Foundation	Ad in the Veterans Foundation Program May &	600.00	
	06/21/2012	Comcast	Comcast Spotlight Advertising	3,000.00	
	06/21/2012	Suburban Life Publications	Full color ad	700.00	
	06/21/2012	The Daily Herald	B/W ads week of festival	358.80	
	06/21/2012	Next Media	Railroad Days: Radio Ads	1,100.00	
	06/28/2012	The Village Chronicle	Two Full Page Ads for Railroad Days	995.00	
	07/03/2012	Digital Jockey Corp	Production of Comcast Commercial Advertisem	300.00	
	07/05/2012	The Winfield Register	1/4 page advertisement	159.95	
	07/05/2012	So Marketing Communications	City Newsletter Advertising	1,139.00	
	07/18/2012	Aubrey Sign Company	Signage	850.10	
	08/09/2012	Chicago Tribune	EZ Target Ad	482.50	
	07/18/2012	R&M Specialties, LTD	Sponsor / Event T-shirts	872.70	
Total Advertising:				10,465.13	10,465.13
Beer Expense					
	06/28/2012	Party Central Warehouse	Tent, lights, tables & chairs	1,311.75	
	06/28/2012	Hoving PA Shop Inc.	Bandshell (11 Units)	1,129.48	
	07/18/2012	Superior Beverage	Cost of beer, soft alcohol, cups, and trailer	7,045.80	
	07/18/2012	Centina Premier Co., Inc.	Cups	750.00	
	07/24/2012	West Chicago Park District, Inc.	168 hours paid staff at \$25	3,900.00	
	07/24/2012	West Chicago Park District, Inc.	Dram Shop Insurance expense	720.00	
	07/24/2012	West Chicago Park District, Inc.	Misc. additional expense for beer garden	105.00	
	07/25/2012	The City of West Chicago	Net Profit-share to City (50% of net profit)	3,204.99	
	07/25/2012	West Chicago Lion's Club	Revenue share for assistance with ticket sales	825.00	
	07/25/2012	West Chicago Sister Cities, Inc.	Revenue share for assistance with ticket sales	825.00	
	07/25/2012	Rotary Club of West Chicago, Inc.	Revenue share for assistance with ticket sales	825.00	
	07/25/2012	West Chicago Fire Foundation	Revenue share for assistance with ticket sales	825.00	
Total Beer Expense:			* Included in Beer garden P&L	21,467.02	
Chamber Non-qualifying expenses					
	06/28/2012	DeWayne Hill	Thursday and Sunday: Entertainment	900.00	
	07/13/2012	The Vinyl Highway Band	Thursday evening entertainment	1,600.00	
	07/14/2012		Sunday: Beez Needs Band	500.00	
	07/14/2012		Backline for Sunday: Drums	200.00	
	07/23/2012	Holiday Inn & Suites	Room for DeWayne Hill entertainment: Thursday eve	316.33	
Total Chamber Non-qualifying expenses			* Thursday and Sunday entertainment	3,416.33	
Chamber Vendor Expense					
	06/28/2012	Party Central Warehouse	Chamber expense for food and non-food vendo	2,916.00	
Total Chamber Vendor Expense			Food and Vendor tent expense	2,916.00	
Commission - Sponsorship Sales					
	07/24/2012	Sponsor Chicago - Norine Smyth	Galco, Insured One, Amway & Silverleaf: Spons	2,485.00	
Total Commission - Sponsorship Sales			* reflected in sponsorship revenue	2,485.00	
Contract support					
	07/18/2012		Roadside food tickets for PD, volunteers and sta	788.00	
	07/25/2012	The City of West Chicago	Carnival Net Profit-share to City (50% of net inc	15,045.75	
	07/25/2012	Chad Air Patrol Squadron	Traffic control and other services	1,250.00	
Total Contract support				17,083.75	2,038.00
Entertainment					
Qualifying entertainment only P&L					
	01/31/2012	Flying Dinosaur Entertainment, Inc.	Entertainment agent and stage management	1,000.00	
	02/20/2012	Blue Moon Swamp	Deposit for Blue Moon Swamp: Performance Fe	750.00	
	03/16/2012	Flying Dinosaur Entertainment, Inc.	Deposit Entertainment	1,000.00	
	04/02/2012	Clique Productions	Deposit for Kevin Chalton's Journey Experience	4,000.00	
	06/28/2012	Five Alarm Fireworks Co.	Fireworks	7,500.00	

9:25 AM  
07/30/12  
Accrual Basis

Western DuPage Chamber of Commerce  
Profit & Loss Detail  
January through December 2012

	Date	Name	Memo	Amount	City
	06/28/2012	Okie Productions	Final Payment in full	9,500.00	
	06/28/2012	Blue Moon Swamp	Final Payment in Full	750.00	
	06/28/2012	Dewdney Hill	Entertainment	800.00	
	07/13/2012	The Goven Beal	Band Payment first and final	2,400.00	
	07/13/2012	Kudge	Band Drilling Tools	450.00	
	07/14/2012	Heartsfield Band	Saturday 8 PM	2,500.00	
	07/14/2012		Dinner for Journey Band, John & Tony's	204.36	
	07/14/2012		Tee for Journey Band: D&D	7.28	
	07/14/2012		Beer for Journey Band: Extra Value (Contract R	18.16	
	07/14/2012		Kello Quik: Splurdey 8 PM	1,000.00	
	07/14/2012		Fluid Impulse Band: Saturday 8 PM	400.00	
	07/23/2012	Holiday Inn & Suites	Room for Dewdney Hill Entertainment	316.33	
Total Entertainment				28,694.12	28,694.12
Infrastructure					
	05/24/2012	American Mobil Slating, Inc.	Deposit for Stage (60%) balance due at event	2,000.00	
	06/28/2012	Party Central - Warehouse	Tents, tables, chairs, lights ECT	4,248.00	
	06/28/2012	Gen Power Inc.	Generators and electrical wiring	6,430.00	
	06/28/2012	Hoving Pit Slop Inc.	Sanktallen	3,080.40	
	06/28/2012	RJ Recording	Sound and lights	10,000.00	
	07/03/2012	American Mobil Slating, Inc.	Stage (Final 60%)	2,000.00	
	07/24/2012	West Chicago Park District, Inc.	Fuel expense: Generators	1,784.82	
	07/30/2012	Ray & Linda Woodrum	Trailer rental; 1/2 previous agreement to help ci	350.00	
	07/30/2012	Santo Ianno Jr.	Trailer Rental 1/2 Previous rental to support co	315.00	
Total Infrastructure				29,208.02	29,208.02
Parade					
	07/06/2012	DuPage Shrine Club		400.00	
	07/06/2012	Medinah Antique and Special Car Club		0.00	
	07/06/2012	Medinah Black Horse		800.00	
	07/09/2012	Medinah Clown Unit	Parade Honorarium	500.00	
	07/09/2012	Medinah Motor Corp.		1,000.00	
	07/09/2012	Paul Hall Drum and Buggle Corp.		900.00	
	07/09/2012	Tobias Air Squadron		0.00	
	07/09/2012	West Suburban Home School Band		500.00	
	07/09/2012	West Suburban Shrine Club Roaring 60s		500.00	
	08/04/2012	John's Midwest Awards	Parade Awards	139.10	
	07/26/2012	Chili Air Patrol Squadron	Parade Honorarium and management assistant	750.00	
Total Parade				6,469.10	6,469.10
Supplies					
	08/07/2012	Lang Ice	Ice 70 bags and Ice Chest	400.00	
	07/08/2012		Fuel for Railroad Days: Receipt	50.00	
	07/14/2012		Din Hua: Food for Police and Volunteers	336.00	
	07/18/2012		Food for band and others supply: receipt target	62.85	
	07/18/2012	Lang Ice Company	Ice and cooler	350.00	
	07/18/2012	State Bank of Illinois, Inc.	Meeting Pal Joey's	40.00	
	07/24/2012		Replace stolen chairs: Receipt	128.28	
	07/24/2012	Purchased from Din Hua (not allowed to sell)	Soda & water for volunteers and entertainment.	60.00	
	07/27/2012	Sam's Club		168.69	
Total Supplies				1,668.62	1,668.62
Railroad Days - Other					
	07/24/2012	The City of West Chicago	Carnival Expense: Background Checks	3,000.00	
Total Railroad Days - Other				3,000.00	
Total Qualifying Expenses		Contract	*included in Carnival revenue share		\$75,460.98
Total NET cash funding		City of West Chicago	Contract of \$80,000 less Revenue Share		-\$57,098.01
Qualifying expenses, not funded by City					\$18,362.98

## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Resolution No. 13-R-0042

A Resolution Authorizing the Mayor to Enter into a First Amendment to a Funding Agreement with the Western DuPage Chamber of Commerce to Support the 2013, 2014 and 2015 Railroad Days Festivals

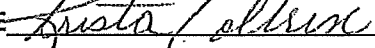
AGENDA ITEM NUMBER: \_\_\_\_\_

FILE NUMBER: \_\_\_\_\_

COMMITTEE AGENDA DATE: May 28, 2013

COUNCIL AGENDA DATE: June 3, 2013

STAFF REVIEW: Krista Coltrin

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE \_\_\_\_\_

#### ITEM SUMMARY:

The Western DuPage Chamber of Commerce has requested that beer tent hours of operation begin at 2:00 p.m. on Saturday during Railroad Days, as in previous years.

The Western DuPage Chamber of Commerce has requested the following street closures, as in previous years, to accommodate the staging and routing of the parade on Sunday:

#### Staging:

Bellview, Highland, Claremont and Elite Avenues between National Street to the north and Grand Lake Boulevard to the South; Elmwood Avenue between Ingaltion Avenue and Route 59; Ingaltion Avenue between Elmwood Avenue and approximately James Avenue.

#### Parade Route:

Ingaltion Avenue south from Elmwood Street, west on E. Washington Street, north on Arbor Avenue to National Street

#### ACTIONS PROPOSED:

- Approval to amend the Funding Agreement to allow alcohol sales to begin at 2:00 p.m. on the Saturday of the Festival in 2013, 2014 and 2015.
- Approval to amend the Funding Agreement to include the closing of City streets (as noted above) on the Sunday of the Festival in 2013, 2014 and 2015.

#### COMMITTEE RECOMMENDATION:

The Committee recommends approval to amend the Funding Agreement to allow alcohol sales to begin at 2:00 p.m. on the Saturday of the Festival in 2013, 2014 and 2015.

Approval to amend the Funding Agreement to include the closing of City streets (as noted above) on the Sunday of the Festival in 2013, 2014 and 2015 did not go to Committee.

RESOLUTION NO. 13-R-0042

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO A  
FUNDING AGREEMENT WITH THE WESTERN  
DUPAGE CHAMBER OF COMMERCE TO SUPPORT THE 2013,  
2014 AND 2015 RAILROAD DAYS FESTIVALS

WHEREAS, on or about November 5, 2012, the City Council of the City of West Chicago approved a Funding Agreement (hereafter "Agreement") with the Western DuPage Chamber of Commerce to support the 2013, 2014 and 2015 Railroad Days Festivals (hereafter the Festival); and

WHEREAS, the Agreement provided for the beer tent opening to occur at 5:00 p.m. on the Saturday of the Festival; and

WHEREAS, historically the beer tent has been permitted to begin selling alcohol at 2:00 p.m. on the Saturday of the Festival; and

WHEREAS, the historical parade route will once again be used, so the road closures to accomplish such should have been listed in the Agreement; and

WHEREAS, both Parties wish to correct these oversights.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Funding Agreement is hereby amended to allow alcohol sales to begin at 2:00 p.m. on the Saturday of the Festival in 2013, 2014 and 2015 and the following portions of streets shall be closed for the parade on the Sunday of each Festival in 2013, 2014 and 2015.

Staging

Bellview, Highland, Claremont and Elite Avenues between National Street to the north and Grand Lake Boulevard to the South; Elmwood Avenue between Ingaltan Avenue and Route 59; Ingaltan Avenue between Elmwood Avenue and approximately James Avenue.

Parade

Ingaltan Avenue south from Elmwood Street, west on E. Washington Street, north on Arbor Avenue to National Street.

APPROVED this 3<sup>rd</sup> day of June 2013.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ruben Pineda, Mayor

\_\_\_\_\_  
Nancy M. Smith, City Clerk

# WEST CHICAGO POLICE DEPARTMENT TRAFFIC MANAGEMENT REPORT

	Current vs. Prior Month				2 Prior Months				2014 vs. 2013			
	Dec 14	Nov 14	% Change	Oct 14	Sep 14	YTD 2014	% Change	YTD 2013	YTD 2014	% Change	YTD 2013	% Change
<b>TRAFFIC CITATIONS</b>												
Regular Duty & Crash	151	282	-46%	223	233	3759	-4%	3869	3759	-3%	3869	-3%
Selective Enforcement	0	0	NC	0	0	185	NC	341	185	-46%	341	-46%
<b>PARKING CITATIONS</b>												
Parking Citations	131	314	-58%	314	184	3578	71%	2800	3578	28%	2800	28%
<b>COMMERCIAL OVERWEIGHT ENFORCEMENT</b>												
Citations	16	16	0%	8	6	79	33%	27	79	193%	27	193%
<b>DUI ARRESTS</b>												
Regular Duty	4	10	-60%	5	6	78	-17%	85	78	-8%	85	-8%
Selective Enforcement	0	0	NC	0	0	0	NC	0	0	NC	0	NC
<b>ADMINISTRATIVE TOWS</b>												
No Valid Driver's License	3	3	0%	3	1	41	200%	37	41	11%	37	11%
License Suspended	1	0	NC	0	1	26	-100%	18	26	44%	18	44%
License Revoked	0	0	NC	0	0	2	NC	2	2	0%	2	0%
DUI	4	5	-20%	4	4	63	0%	76	63	-17%	76	-17%
Drug Possession	0	0	NC	0	1	3	-100%	1	3	200%	1	200%
Warrant Arrest	0	0	NC	0	0	0	NC	0	0	NC	0	NC
Vehicle Amplification	0	0	NC	0	0	0	NC	0	0	NC	0	NC
Illegal Transp of Alcohol	0	0	NC	0	0	0	NC	1	0	-100%	1	-100%
<b>Total Citations</b>	8	8	0%	7	7	135	0%	135	135	0%	135	0%
<b>TRAFFIC CRASHES/INJURIES/FATALITIES</b>												
Property Damage	48	54	-11%	54	48	708	13%	875	708	-19%	875	-19%
Injury Crashes	12	13	-8%	9	12	130	-25%	131	130	-1%	131	-1%
No of Persons Injured	17	22	-23%	10	17	183	-41%	202	183	-9%	202	-9%
Fatal Crashes	1	0	NC	0	0	1	NC	0	1	NC	0	NC
No of Persons Expired	1	0	NC	0	0	1	NC	0	1	NC	0	NC



TOP ACCIDENT LOCATIONS									
	Dec 14	Nov 14	% Change	Oct 14	Sep 14	% Change	YTD 2014	YTD 2013	% Change
North Ave & Powis Rd	0	0	NC	2	2	0%	12	7	71%
North Ave & Neltnor Blvd	5	6	-17%	11	3	267%	63	45	40%
Neltnor Blvd & Hawthorne Ln	3	1	200%	0	0	NC	8	6	33%
Neltnor Blvd & Washington St	2	2	0%	1	1	0%	12	15	-20%
Neltnor Blvd & Main St	1	1	0%	2	0	NC	15	3	400%
Neltnor Blvd & Forest Ave	2	0	NC	0	0	NC	7	9	-22%
Neltnor Blvd & Sarana Ave	0	0	NC	0	0	NC	0	0	NC
Neltnor Blvd & Michael Browning Way	3	0	NC	0	0	NC	14	26	-46%
Roosevelt Rd & Sarana Ave	0	1	-100%	0	0	NC	5	8	-38%
Roosevelt Rd & Michael Browning Way	0	0	NC	0	1	-100%	4	2	100%
Roosevelt Rd & Joliet St	3	4	-25%	2	1	100%	21	14	50%
Roosevelt Rd & Fabyan Pkwy/ Washington St	6	6	0%	2	1	100%	29	18	61%
Roosevelt Rd & Kautz Rd	0	0	NC	0	0	NC	2	5	-60%
PROGRAMS									
INCEPTION									
SMART Trailer									
During the month, the SMART trailer was used: ( 0 ) times	January 1, 2001								
5 Ton Truck Enforcement - Hawthorne Ln	June 1, 2010								
During the month, ( 5 ) tickets were written									
5 Ton Truck Enforcement - Joliet St									
During the month, ( 0 ) tickets were written									
5 Ton Truck Enforcement - E Washington St									
During the month, ( 0 ) ticket was written									
PERFORM CITY WIDE INOPERABLE/ABANDONED VEHICLE INVESTIGATIONS									
( 2 ) Vehicles were investigated							CYear-To-Date 2014 13	CY2013 Total 11	
TRAFFIC RELATED HOT SPOTS									
CONCERN									
Traffic Issue Complaints									
Contraction Zone, Distracted Driving, Impaired Driving and Speed									
5-Ton Violations									
Speeding									