

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## PUBLIC AFFAIRS COMMITTEE

Tuesday, January 5, 2016  
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 23, 2015
3. Public Participation / Presentations
4. Items for Discussion
5. Items for Consent
  - A. Railroad Days
6. Unfinished Business
7. New Business
8. Reports from Staff
  - A. Traffic Management Report
  - B. City Newsletter Discussion (no documents provided in packet)
9. Adjournment

**DRAFT**

**MINUTES**

**PUBLIC AFFAIRS COMMITTEE**

**Monday, November 23, 2015, 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, Birch and Meissner.

Alderman Banas was not present.

Also in attendance was Fernando Ramirez, President of the Mexican Cultural Center.

**2. Approval of Minutes.**

**A. Revised Public Affairs Committee of August 11, 2015.** Alderman Hallett made a motion, seconded by Alderman Birch to approve the revised minutes of the Public Affairs Committee meetings with no additional changes. Voting Aye: Chairman Chassee, Alderman Earley, Hallett, Edwalds, Birch and Meissner. Voting Nay: 0. Motion carried.

**B. Public Affairs Committee of October 6, 2015.** Alderman Edwalds made a motion, seconded by Alderman Meissner to approve the minutes of the Public Affairs Committee meeting with no changes. Voting Aye: Chairman Chassee, Alderman Earley, Hallett, Edwalds, Birch and Meissner. Voting Nay: 0. Motion carried.

**3. Public Participation / Presentations.**

**A.** Marilyn Kroll, a resident of West Chicago, addressed some concerns. Chairman Chassee thanked Ms. Kroll for her concerns.

**B.** Final Mexican Independence Day Report from Mexican Cultural Center of DuPage. Alderman Earley made a motion, seconded by Alderman Birch to approve the financial report. Voting Aye: Chairman Chassee, Alderman Earley, Hallett, Edwalds, Birch and Meissner. Voting Nay: 0. Motion carried.

**4. Items for Discussion.**

**5. Items for Consent.**

**A. Ordinance No. 15-O-0060 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago.** Alderman Meissner made a motion, seconded by Alderman Hallett to direct this item to City Council for approval. Voting Aye: Chairman Chassee, Alderman Earley, Hallett, Edwalds, Birch and Meissner. Voting Nay: 0. Motion carried.

**B. Resolution No. 15-R-0061 – Authorizing the Mayor to enter into a Wireless Communications Lease Agreement with Motorola Solutions, Inc.** Alderman Birch made a motion, seconded by Alderman Edwalds to direct this item to City Council for approval. Voting Aye: Chairman Chassee, Alderman Earley, Hallett, Edwalds, Birch and Meissner. Voting Nay: 0. Motion carried.

**6. Unfinished Business.**

**A.** Chairmen Chassee asked to have the solicitor permit tag displayed on the website and newsletter for residents to view so that they could be made aware of how the permit tag should look. Chief Uplegger agreed to work with Rosemary Mackey.

**7. New Business.**

**8. Reports from Staff.**

**A. Traffic Management Reports.**

**9. Adjournment.** Alderman Earley made a motion to adjourn, seconded by Alderman Birch. The motion was approved by voice vote, and the meeting adjourned at approximately 7:20pm.

Respectfully submitted,

*Yahaira Bautista*

Yahaira Bautista  
Administrative Assistant  
West Chicago Police Department



## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

**2016 West Chicago Railroad Days**

**AGENDA ITEM NUMBER:** 5.A.

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

**COMMITTEE AGENDA DATE:** January 5, 2016

**COUNCIL AGENDA DATE:**

**STAFF REVIEW:** Rosemary Mackey

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

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

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

**ITEM SUMMARY:**

At the direction of Committee members at the October 5, 2015 Public Affairs Committee meeting, and following a presentation of possible locations for this year's Railroad Days festival, staff released a Request for Qualifications for a Special Event Coordinator to create and manage a four-day event at Pioneer Park. Two responses were received; one from the Western DuPage Chamber of Commerce and one jointly from Robert S. Cray, Inc. and Criterion Productions, LLC. Both respondents have included options in producing the event related to City funding levels. Copies of these proposals are attached and will be presented by representation from each organization, who will answer all questions posed by Committee, at the January 5, 2016 meeting.

City Council approved the FY 2016 budget on December 21, 2015 which includes \$80,000 for the 2016 Railroad Days, in addition to overtime costs for police and public works personnel for the event. Should the Council decide to support a larger event, a budget amendment would be required.

**ACTIONS PROPOSED:**

Direct staff to formalize a contract with chosen contractor to begin coordination of the 2016 Railroad Days festival.

**COMMITTEE RECOMMENDATION:**



December 3, 2015

## **PROPOSAL**

**Railroad Days, 2016**  
**Event dates: July 7 – 10, 2016**

**Robert S. Cray, Inc. and Criterion Productions, LLC jointly propose to provide management and execution services for Wests Chicago's *Railroad Days* event.**



## COMPANY INFORMATION

Robert S Cray, Inc. and Criterion Productions, LLC (collectively, “PRODUCERS”) are jointly proposing for this event to combine their vast experience and talents to provide comprehensive management for the City of West Chicago’s (“EVENT OWNER”) *Railroad Days* event (“EVENT”). Their companies together provide over 100 years’ worth of management experience, permitting & licensing expertise, site management, vendor recruiting & management, sponsor activation, site management, exhibitor relations, food and beverage management and operations, event staffing and beverage operations. Criterion will leverage its database of hundreds of sponsors, merchants, exhibitors, artists and restaurateurs collected through years of successful events. From empty field to spectacular event and back to empty field, every facet will be expertly planned and executed.

### Robert S. Cray Inc.

RSC, Inc. (RSCI) is an event management consulting company that produces and consults on various events in the Chicago land area. RSC, Inc. has extensive experience with many events, including 10 years of site management with Lollapalooza and the 2015 Chicago Marathon. Rob has 25 years experience in the event industry with focus on large spectator event operations and management. Services includes managing overall event planning, site management, vendor relations; volunteer management; event liaison between and host venues; city and governmental agencies; title sponsors; television networks, media outlets, corporate sponsors. Events he has been involved with included venue management for Vancouver Winter Olympics, Super Bowl pre/post and halftime shows, professional golf tournaments, music and literary festivals.

### Event Portfolio:

- Director of Operations— Encompass Championship (Champions Tour), Glenview IL 2013-2015
- Staging Coordinator, Super Bowl Pre-Post & /Half Time and Post game 2011- Present
- Site Management Chicago Marathon for CEM 2014-Present
- Producer/Site management for ITU World Triathlon Championship for Lagadere Unlimited 2015
- Site Management for “C3 Presents” Lollapalooza Music Festival 2005 - Present
- Logistic/Site manager for Naperville Rib Fest and music festival 2012-Present
- Stage Management, Naperville Last Fling Music Festival 2011-Present.
- Site management for “C3 Presents” NFL Draft – 2015-Present
- Vancouver Winter Olympics – Venue management BC place, Opening/Closing Ceremony 2009-2010
- Production and Stage Management for Chicago Tribune Media Group for “Printers Row Book Fair,” 2010-Present, Red Eye 10<sup>th</sup> Anniversary Celebration 2012, Anheuser Busch concerts at Navy Pier 2011-2013, “Rock in on the River food and music festival” 2011, and “Chronicles of the cursed” (Haunted House) 2010.
- Production and Site Management - “Weishfest” 2014-15
- Event Coordinator, Capital Events “A Capital Fourth,” Washington, DC Independence Day concert and fireworks 2010-2011
- Logistics Manager “Peter Pan” Production-360 Entertainment, Chicago and Boston 2011
- Tournament Manager AT&T Champions Classic (2001-2009) – Santa Clarita, CA
- Director of Operations for Bank of America Open (2003-2008). – Glenview, IL
- FOH Operations Director for 2008 Harley Davidson 105<sup>th</sup> Anniversary Celebration.
- Operations Manager – 2013 Harley Davidson 110th Anniversary Celebration
- Site Management Consultant for Spectrum Sports Orange County Marathon (2006-2008).
- Director of Operations for 2001 United States Women’s Amateur Public Links Championship, Kemper Lakes, Chicago.
- Director of Operations for 2000 United States Women’s Open Championship, Merit Club, Chicago.
- Director of Operations for Ameritech/SBC Senior Open (1992-2001).



## COMPANY INFORMATION (cont'd)

### Criterion Productions, LLC

Criterion Productions (CPL) is a production company for large-scale special events. Drawing from over a combined 80 years of national and international theatrical, touring, concert and event experience, the Criterion team has reset the bar for event production excellence.

Founded in 2006, Criterion has developed long-running partnerships managing some of the most critically-acclaimed events in Chicago: *Wicker Park Fest*, *Green Music Fest*, *Do-Division*, *West Fest*, *Milwaukee Ave. Arts Fest*, the Chicago Tribune's *Amstel Light presents Battle of the Burger*, *Chicago Food Social*, and *Design Harvest*. Also, for the last eight years Criterion has managed the construction, operations and logistics for the internationally recognized *Christkindlmarket Chicago*, which regularly appears on global Top 10 Christmas Market lists and is the Christkindlmarket "gold standard" in the U.S.

Prior to forming Criterion, the principals' management experience included decades of public and private special events, concerts, theatrical productions, and music venues, such as the City of Chicago's *Taste of Chicago*, *Air & Water Show*, *Jazz Fest* and *Blues Fests*; *Million Dollar Quartet*, *Angels in America* (1<sup>st</sup> national tour), the Grant Park Symphony Orchestra, Hershey Felder's *Monsieur Chopin*, *Beethoven, as I Knew Him*, *Maestro: The Art of Leonard Bernstein*, *Gershwin Alone*; Broadway in Chicago's Shubert, Oriental and Palace Theatres; MCI/WorldCom/Verizon Business' National Sales Meetings, and many others.

#### Selected Portfolio of events:

##### Event Producer

- *Guerrilla Truck Show*, '12 – '14
- *Milwaukee Ave Arts Fest*, '14
- *Bash on Wabash*, '14
- *Green Music Fest*, '14
- *Chicago Food Social*, '14
- *Wicker Park Fest*, '15 – present

##### Event Operations & Management

- *Christkindlmarket Chicago*, '07 – present (*Operations & Retail*)
- *Christkindlmarket Oakbrook*, '07, '08 & '14 - present (*Operations & Retail*)
- *Food Truck Social*, '10
- *Printers' Row Lit Fest*, '14 - present (*Vendor Coordination & Retail Management*)
  - *Printers' Row Lit Fest*, '13 (*Retail Management*)
- *Chicago Food Social*, '11 – '13
- *Milwaukee Ave Arts Fest*, '11 – '13, '15 – present
- *Green Music Fest*, '10 – '13, '15 – present
- *Mattress Firm's World Record-Setting Mattress Stack*, '14
- *Wicker Park Fest*, '10 – present
- *Design Harvest*, '10 – present
- *West Fest*, '08 – present
- *New Year's Eve Rock 'n' Roll Ball*, Chicago, '08 – '13
- *New Year's Eve Rock 'n' Roll Ball*, Indianapolis, '13
- *Do-Division Fest*, '07 – present
- *RedEye's Amstel Light Battle of the Burger*, '13 – present
- *Oprah's Farewell Spectacular*, '11 (*Dock Master @ United Center*)
- "Big-Labor" Rally, Daley Plaza, '11 (*Operations & Stage Management*)
- *Chicago Park District's Haunted Sanitarium*, '07 & '08
- *Nike+ Rock 'n' Run*, '07

# 1. Services

## PRODUCERS Responsibilities

### *(A.) Management:*

- Provide General Management
  - Create and/or collect all necessary documents to submit the overall Special Event Permit Package with assistance from EVENT OWNER as needed, as well as food and itinerant merchant applications for approval by the various governing authorities. EVENT OWNER will pay all fees associated with the permits and licenses and provide documentation of fees as a line-item expense.
  - Manage the EVENT budget. General Manager shall track all expenses and income and provide supporting documents for all expenses and income.
  - Manage overall PR & Advertising
  - Oversight and management of third party Public Relations and/or Advertising firm.
  - Oversight and management of third party Graphic Design firm.
  - Development of PR, Graphics and Advertising schedules.
  - Oversee and coordinate Cash Management during the event.
- Provide Production Manager to manage the production elements of the event.
- Recruit and activate new and past Sponsors for the event in coordination with EVENT OWNER.
  - Coordinate and activate Sponsors recruited by others
- Provide Vendor Coordinator to oversee vendor applications and vendor needs for the event. Including:
  - Collection of the necessary information and documents and submit the overall Itinerant Merchant, Food Vendor Applications and Licenses for approval by the various authorities.
  - Assist with ongoing refinement of the vendor application process.
  - CPL will make all vendor/food vendor/sponsor/exhibitor location assignments in association with EVENT OWNER (as required) to provide an event experience consistent with the flavor of EVENT OWNER's events.
  - Provide regular updates to EVENT OWNER on status of applications received from vendors/sponsors/exhibitors.
  - Actively recruit new vendors

### *(B.) Pre-Production Operations:*

- Draft production schedule for event operations.
- Develop labor schedule and requirements for event.
- Coordinate production needs with EVENT OWNER staff and city services and departments as needed.
- Determine crew requirements for execution and run of the event.
- Produce site plan showing placement of all tents, booths, equipment storage, barricades, etc. for event.
- Coordinate subcontractors assigned to provide equipment or services to the event.
- Attend or send a representative to all relevant meetings.
- Develop Security Plan.
- Develop all operational plans; security, toilets, staging, electrical, signage, etc.



## 1. Services (cont'd.)

### *(C.) Installation & Strike Operations:*

- Assist with prep of site prior to load-in.
- Day-prior and day-of event receiving and distribution or oversight of distribution of all event equipment provided by subcontractors – Type III barricades, detour signs, tents, stages, furniture, radios, generators, cable troughs, dumpsters, event boxes, garbage bags, signage, banners, forklifts, golf carts, etc.
- Street closures if necessary during the build and strike of the event. All street closures dealing with the parade will be handled by the EVENT OWNER.
- Notification for businesses still open at the time of street closure of eminent towing (if necessary).
- Oversight of towing.
- Installation of stages.
- Installation of stage backdrop and sound wing décor.
- Street marking for all vendor and sponsor areas.
- Oversight of tent construction and placement.
- Generator placement
- Power distribution (spider boxes only)
- Provide crew of event staff for installation and strike.
- Supervision of vendor strike.
- Traffic control during strike.
- Furniture collection.
- Coordination of all production vendors and subcontractors strike activities.
- Stage strike.
- Oversight of final clean-up.
- Street opening.
- Other duties as required.

### *(D.) Event Operations:*

- Provide on-site Management and Operations staff to oversee operations.
- Coordinate security plan and oversight thereof.
- Provide Stage Managers to oversee and manage bands and stage schedules.
- Vendor Coordinator to be on site to manage all vendors.
- Provide maintenance crew/services
- Manage all Beer & Liquor Sales.
- Oversight of all cash handling and recording.

### *(E.) Insurance*

- PRODUCERS will indemnify EVENT OWNER under their General Liability, Umbrella, Automotive Liability and Workman's Comp. policies via a Certificate of Insurance (COI).

## 1. Services (cont'd.)

### EVENT OWNER Responsibilities:

#### *(A.) Overall Responsibilities:*

- EVENT OWNER will provide a minimum of \$80,000 of financial support to be used to cover production costs associated with EVENT. This is separate from management fee outlined below.
- EVENT OWNER will provide usable public access from East side of Pioneer Park by railroad tracks.
- EVENT OWNER will work with the PRODUCERS to develop style of graphics to be used in advertising and promotion.
- EVENT OWNER will reciprocally indemnify PRODUCERS for EVENT OWNER activities related to EVENT.
- EVENT OWNER will provide barricades and ensure water hook-up for EVENT
- EVENT OWNER will provide security during hours of operation of the EVENT
- EVENT OWNER will waive all event permit fees and inspection fees for the EVENT that are related to City of West Chicago
- EVENT OWNER will provide garbage dumpsters and refuse containers (i.e. steel drums) for refuse during the EVENT
- EVENT OWNER will cover all restoration costs to the site after the EVENT
- EVENT OWNER will be responsible for payment of all services and contractors hired to provide services and equipment to the event.

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## 2. Rates, Fees, Commissions

### *(A.) PRODUCERS Fees:*

- PRODUCERS to be paid \$35,000 Flat Fee for all Management Services. This flat fee to be a line item expense in EVENT budget.
- Performance Incentive: PRODUCERS to be paid 20% of net income from EVENT.
- PRODUCERS will be a paid a Talent Buying Fee of \$4,000.00.

### *(B.) Sponsorship COMMISSIONS-EVENT OWNER:*

- Sponsorship income obtained by EVENT OWNER is paid directly to EVENT OWNER and balance of Sponsorship amount (minus commission) deposited into the EVENT bank account, to be reconciled post-event. Detailed records and sponsorship agreements will be kept and provided to PRODUCERS.
- Sponsorship income obtained by EVENT OWNER is subject to a 20% commission by EVENT; i.e., the EVENT OWNER is allowed to retain a commission like the PRODUCERS and that commission is accounted for as a Sponsorship Commission expense in the event budget as with PRODUCERS commissions.
- All sponsorship agreements to be approved by PRODUCERS prior to execution of said agreements.

### *(C.) Sponsorship COMMISSIONS-PRODUCERS:*

- Sponsorship income obtained by PRODUCERS is paid directly to PRODUCERS. PRODUCERS will cut a check to EVENT for the full sponsorship amount minus 20% commission. Detailed records and sponsorship agreements will be kept and provided to EVENT OWNER as required.
- EVENT OWNER to be notified of pending sponsorship agreements prior to execution.
- PRODUCERS' Sponsorship Rep and Vendor Coordinator will work with all sponsors, once recruited, to obtain all necessary operational requirements and permits/paperwork as required by each sponsorship agreement.
- PRODUCERS' multiple-event sponsorship agreement documents and related documents are proprietary documents and covered under non-disclosure clauses with the Sponsoring organizations and are not subject to review by EVENT OWNER.

### *(D.) PRODUCER Labor:*

- All PRODUCER Crew Labor shall be billed for actual hours worked.
  - PRODUCER Load-In, Load-Out and Event Run Crew to be employees of CPL.
  - CPL to pay all employer and employee government taxes.
  - CPL shall carry Workers Compensation Insurance for all CPL Employees.
  - All Labor rates are exclusive to EVENT, and this agreement shall not be disclosed to any third party.
- Staff Labor:
  - PRODUCER shall pay all eligible bar managers & staff on the day of the event out of the cash proceeds of the bar.

### 3. Income & Financial Procedures

(A.) All income for EVENT is provided to EVENT OWNER.

- Vendor Income will come to PRODUCERS address and be verified for accuracy prior to being provided EVENT OWNER.
- PRODUCER Sponsorship Income will flow through PRODUCER and Net Sponsorship value will be provided to EVENT OWNER (Total Sponsorship value minus 20% commission). Records of Sponsorship agreements and values to be kept on record.

(B.) Beer, Wine, Liquor & Beverage income:

- Income from sales of beverage sales shall be used to pay Beverage Managers and Beverage staff.
- Income from all sales of Beverages less Bar Staff payments shall be collected by PRODUCERS, recorded and deposited into EVENT OWNERS' account.
- Cash handling worksheet to be filled out and provided to EVENT OWNER by PRODUCERS.

(C.) Progressive Payment Schedule

- The Management Fee of \$35,000.00 shall be provided to the PRODUCERS on the following schedule:
  - **50% due on or before 90 days prior to event**
  - **50% due on or before 1<sup>st</sup> day of EVENT.**

(D.) Reconciliation:

- Within 45 days following the EVENT, EVENT OWNER and PRODUCERS will meet to provide supporting documentation for all income AND expenses from both parties to reconcile the EVENT budget document.
- Event Budget to be reconciled as promptly as possible, allowing for billing cycles of the various subcontractors.
- As quickly as reasonably possible, a small subcommittee or other selected representatives of the EVENT OWNERS shall convene with PRODUCERS and review the budget and final figures.
  - After all expenses and income have been agreed upon and entered, PRODUCERS shall update the budget and provide a final budget to EVENT OWNER showing the post event actuals and a profit and loss amount for EVENT and EVENT payout amounts.



## 4. Term of Agreement

### *(A.) Agreement Length*

- The term of this agreement shall be from Jan 1, 2016 through August 31, 2016.

## 5. Ownership of Event, Partnerships

### *(A.) Ownership of EVENT*

- EVENT as a brand and as an EVENT is the property of EVENT OWNER. This agreement does not establish a joint venture or partnership between the parties, nor does it create any employer/employee relationship. No ownership stake in the EVENT brand or EVENT is transferred to PRODUCERS by the execution of this agreement.

## 6. Qualifications and Exclusions:

1. PRODUCERS, their officers, agents and subcontractors shall not be in breach of this agreement or responsible for damages caused by delay or failure to perform, in full or in part, its obligations hereunder, provided that there is due diligence in attempted performance under the circumstances and that delay or failure is due to fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, act of war or terrorism, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, or any other circumstance substantially beyond PRODUCERS' control.
2. Site Ops Expenses and Site Ops Services are contingent upon completion of a qualified site survey, and review of a completed site plan.
3. PRODUCER reserves the right to complete operations of this project with the use of subcontractors and rental equipment as it deems necessary.
4. CPL labor rules shall apply for all crew and staff.
5. Each party shall indemnify, defend, and hold the other party harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorney's fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its employees, agents, and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this agreement. Prompt notice must be given of any claim, and the party who is providing the indemnification will have control of any defense or settlement.
6. Each party agrees to maintain insurance in commercially reasonable amounts calculated to protect itself and the other party to this agreement from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this contract, whether these activities are performed by that company, its employees, agents, or anyone directly or indirectly engaged or employed by that party or its agents.
7. This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement. Any further adjustment to this agreement will take the form of a mutually signed change order and will become an Appendix to this agreement.

## **6. Qualifications and Exclusions (cont'd.):**

8. All notices shall be in writing and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the parties at their respective addresses set forth below their signatures or to such other address as shall be specified in writing by either party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.
9. If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.
10. The relationship of the parties under this agreement is that of an independent contractor and the company hiring the contractor. In all matters relating to this agreement each party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one party shall not be considered employees or agents of the other party. Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party. Nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein.
11. If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the non-solicitation or non-competition provisions (if applicable) are found to be unreasonable or invalid, these restrictions shall be enforced to the maximum extent valid and enforceable.
12. All provisions that logically ought to survive termination of this agreement shall survive.
13. This agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, U.S.A., without reference to any conflicts of law provisions.
14. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

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## 7. Execution

Scanned or e-signatures:

- The parties hereto agree to permit the use of e-signatures and/or scanned signatures with regard to this Contract. To that end, the parties agree as follows:
  - Any scan of a signed document or any e-signature shall be treated in all respects as an original signature of the party and shall have the same legal effect as an original signature of the party.
  - At the written request of any party hereto (or that party's attorney), any document with a scanned or e-signature will be promptly re-executed by the party whose signature appears on the scanned document.
  - No party to this Contract shall raise the use of scanned or e-signatures as a defense to this Contract and each party hereby forever waives such defense

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For Criterion Productions, LLC

Date

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For Robert S. Cray, Inc.

Date

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For City of West Chicago EVENT OWNER

Date

**2016  
PROPOSAL**

**Notes**

**Management Fees**

Management Fee	\$ 35,000.00	Gen Mgmt, Vend Coord, Site Plan
Beverage Operations Manager	\$ 1,500.00	1 Tent-Manager & Asst. Manager
Talent Buyer	\$ 4,000.00	
Stage Managers	\$ 1,500.00	1 stage @ \$500/Day
Sponsorship Commissions	\$ 2,000.00	20% of Sponsorships Sold
Treasurer/Cash Management	\$ -	Assumes handled by PRODUCER as part of Management Fee
Insurance	\$ -	Provided by Event Owner
<b>Management Fees TOTAL</b>	<b>\$ 44,000.00</b>	

**Labor/Staff**

Crew Labor- Load-In/Run/Out	\$ 10,150.00	
Crew Labor- Misc	\$ -	N/A
Staff Labor-Gates/Ushers	\$ -	N/A
Staff Labor-Box Office	\$ -	N/A
Staff Labor-Misc	\$ -	N/A
<b>Labor/Staff TOTAL</b>	<b>\$ 10,150.00</b>	

**Entertainment**

** Talent	\$ 26,000.00	
Stages	\$ 5,600.00	32 x 24 Stage
Sound & Lighting	\$ 7,000.00	incl backline
<b>Entertainment TOTAL</b>	<b>\$ 38,600.00</b>	

**Site Ops Services**

Security	\$ 4,200.00	Event Security by City Police, overnight by Private Contractor
Maintenance	\$ 4,500.00	All professional staff, incl labor & materials
Medical	\$ -	All handled by volunteers arranged for by EVENT OWNER
Fireworks	\$ 10,000.00	
<b>Services TOTAL</b>	<b>\$ 18,700.00</b>	

**Site Ops Expenses**

<b>*Note all Site Ops Expenses dependant on Final Site Plan</b>		
Street Closure Barricade	\$ -	All traffic direction/street closure by EVENT OWNER
Tents	\$ 3,000.00	
Furniture Rental	\$ 1,000.00	
Crowd Control	\$ 500.00	
Chain Link Fence	\$ 900.00	No fence along perimeter, only for Ops/Stage Areas
Vehicles- Golf Carts	\$ 2,550.00	3 carts, 1 week only.
Vehicles- Forklifts	\$ 1,575.00	Baby Lull only
Vehicles- Truck Rental	\$ 900.00	(1) 24' Box 1 week
Vehicles- Misc	\$ -	
Radios	\$ 1,250.00	
Generators	\$ 5,000.00	
Fuel	\$ 1,800.00	
Waste Services- Dumpsters	\$ -	All trash removal services by EVENT OWNER
Waste Services- Toilets/Handsinks	\$ 5,500.00	
Office Rental/Trailer	\$ 1,200.00	(1) Office trailer 1 week (1) Green Room Trailer
Ops Consumables	\$ 750.00	
Misc	\$ -	
Lost Equipment	\$ -	
<b>Site Ops Expenses TOTAL</b>	<b>\$ 25,925.00</b>	



**2016  
PROPOSAL**

**Notes**

**General Expenses**

Permits-Liquor, Food, & Retail	\$ 450.00	State fees only, NFP for Liq Lic from EVENT OWNER
Signs/Banners/Printing	\$ 1,500.00	Assumes all previous year signs are useable, this is for 2016 signs only
Staff Hospitality	\$ 3,000.00	Food and hospitality for PD, volunteers, etc.
Travel/Per Diem/Hotel	\$ 4,500.00	
Misc	\$ 500.00	printing/postage, etc.
Carnival Worker Background Checks	\$ 3,500.00	
Park District Restoration	\$ -	Covered by EVENT OWNER
<b>General Expenses TOTAL</b>	<b>\$ 13,450.00</b>	

**Beverage Operations**

Manager/Asst Manager	\$ -	in Managemernt Fees
Dram Shop Insurance	\$ 900.00	
Bar Staff	\$ 3,600.00	Cash Paid to Staff
Ice	\$ 800.00	
Cups/Gas/Supplies	\$ 1,000.00	
** Beer Purchase	\$ 7,500.00	
Misc	\$ 500.00	Water Purchase to sell at tent
<b>Beverage Operations TOTAL</b>	<b>\$ 14,300.00</b>	

**Parade Operations**

Parade Management	\$ 1,750.00	Assumes Civil Air Patrol
** Paid Parade Attractions	\$ 6,500.00	Shriners, Medina, Bands, etc
<b>Parade Operations TOTAL</b>	<b>\$ 8,250.00</b>	

**PR/Marketing**

PR Fees	\$ 4,000.00	Either Chamber Handles or Private Contractor
Advertising/Marketing	\$ 8,500.00	Print/Radio/TV/Social Media Ads
** Graphic Design	\$ 700.00	
Photography	\$ -	
Street Team	\$ 500.00	
Printing	\$ 1,200.00	Cards/Flyers for Local Business
<b>PR/Marketing TOTAL</b>	<b>\$ 14,900.00</b>	

**TOTAL EXPENSES \$ 188,275.00**

**ESTIMATED**

**Notes**

**Income**

Gate Donations/Admissions	\$ -	N/A Free Event
City Donations (management fee)	\$ 35,000.00	
City Donations (qualifying expenses)	\$ 80,000.00	
Sponsorships	\$ 10,000.00	
Carnival	\$ 32,000.00	
Beverage Revenue	\$ 22,000.00	
Food Vendor Income	\$ 6,000.00	Assumes 10 Food Vendors @ \$600 for 10x10 space only
Retail Vendor Income	\$ 7,000.00	Assumes 20 Non-Food Retail Vendors @ \$350 for 10x10 space only

**TOTAL INCOME \$ 192,000.00**

**PROFIT (LOSS) \$ 3,725.00**

\$ 745.00 CONSULTANT Performance Bonus (20%)

\$ 2,980.00 NET to Event Owner

# 2016 Railroad Days

Date: July 7, 2016; 4pm - 10pm (carnival only)  
July 8, 2016; 4pm - 10pm  
July 9, 2016; 12 pm - 11 pm  
July 10, 2016; 11 am - 7pm (11 am parade)  
Draft Date: Dec 3, 2015

subject to change without notice



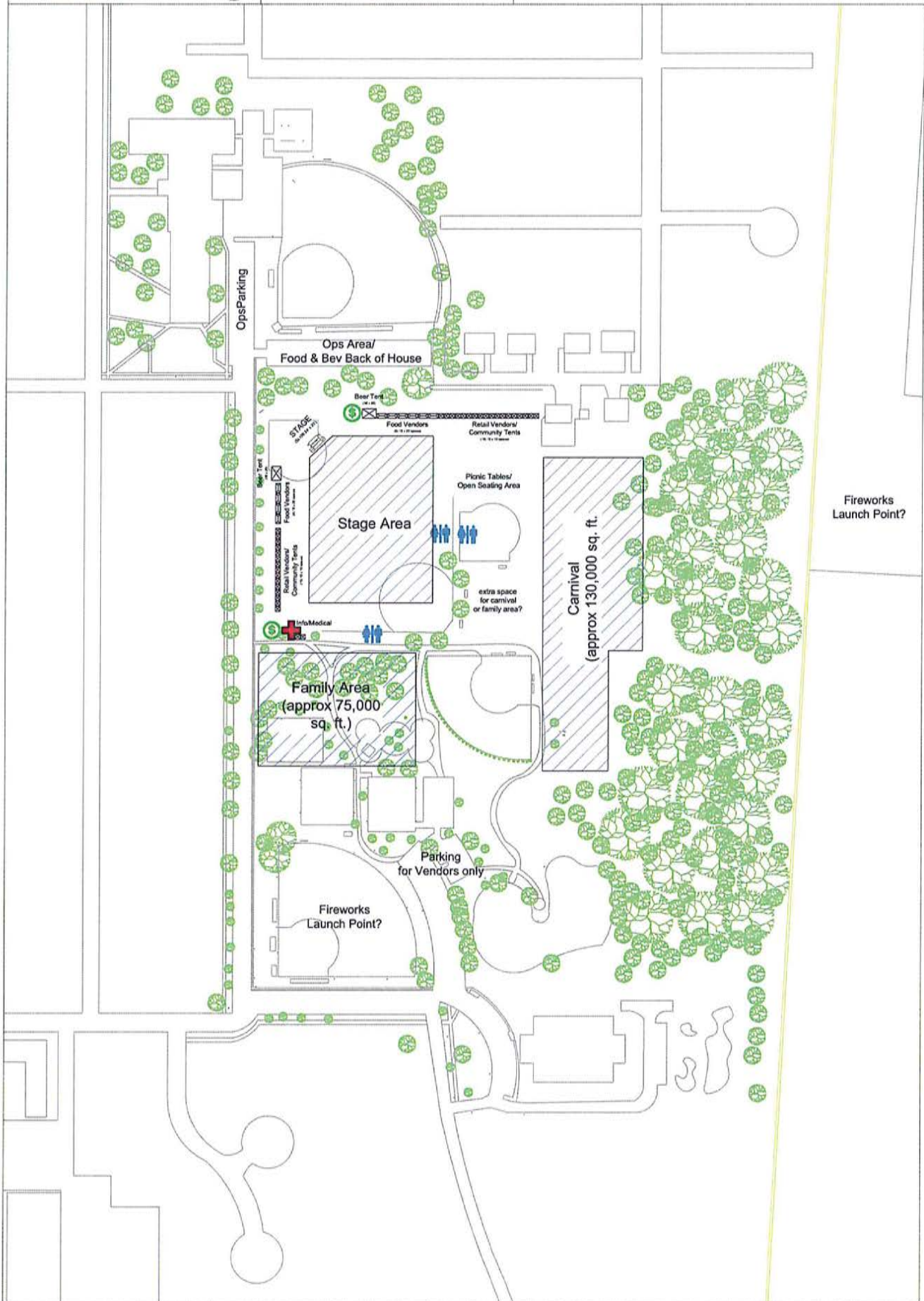
© 2016 Criterion Productions



## EVENT SITE PLAN

*'PROPOSED'*

Stage Area Capacity: approx. 90,000 sq. ft.  
=15,000 capacity @ 6 sq. ft./ patron  
=11,250 capacity @ 8 sq. ft./ patron  
=7,500 capacity @ 12 sq. ft./ patron





December 3, 2015

## **PROPOSAL**

**Railroad Days, 2016**  
**Event dates: July 7 – 10, 2016**

**Robert S. Cray, Inc. and Criterion Productions, LLC jointly propose to provide management and execution services for West Chicago's *Railroad Days* event.**



## COMPANY INFORMATION

Robert S Cray, Inc. and Criterion Productions, LLC (collectively, “PRODUCERS”) are jointly proposing for this event to combine their vast experience and talents to provide comprehensive management for the City of West Chicago’s (“EVENT OWNER”) *Railroad Days* event (“EVENT”). Their companies together provide over 100 years’ worth of management experience, permitting & licensing expertise, site management, vendor recruiting & management, sponsor activation, site management, exhibitor relations, food and beverage management and operations, event staffing and beverage operations. Criterion will leverage its database of hundreds of sponsors, merchants, exhibitors, artists and restaurateurs collected through years of successful events. From empty field to spectacular event and back to empty field, every facet will be expertly planned and executed.

### **Robert S. Cray Inc.**

RSC, Inc. (RSCI) is an event management consulting company that produces and consults on various events in the Chicago land area. RSC, Inc. has extensive experience with many events, including 10 years of site management with Lollapalooza and the 2015 Chicago Marathon. Rob has 25 years experience in the event industry with focus on large spectator event operations and management. Services includes managing overall event planning, site management, vendor relations; volunteer management; event liaison between and host venues; city and governmental agencies; title sponsors; television networks, media outlets, corporate sponsors. Events he has been involved with included venue management for Vancouver Winter Olympics, Super Bowl pre/post and halftime shows, professional golf tournaments, music and literary festivals.

### **Event Portfolio:**

- Director of Operations—Encompass Championship (Champions Tour), Glenview IL 2013-2015
- Staging Coordinator, Super Bowl Pre-Post & /Half Time and Post game 2011- Present
- Site Management Chicago Marathon for CEM 2014-Present
- Producer/Site management for ITU World Triathlon Championship for Lagadere Unlimited 2015
- Site Management for “C3 Presents” Lollapalooza Music Festival 2005 - Present
- Logistic/Site manager for Naperville Rib Fest and music festival 2012-Present
- Stage Management, Naperville Last Fling Music Festival 2011-Present.
- Site management for “C3 Presents” NFL Draft – 2015-Present
- Vancouver Winter Olympics – Venue management BC place, Opening/Closing Ceremony 2009-2010
- Production and Stage Management for Chicago Tribune Media Group for “Printers Row Book Fair,” 2010-Present, Red Eye 10<sup>th</sup> Anniversary Celebration 2012, Anheuser Busch concerts at Navy Pier 2011-2013, “Rock in on the River food and music festival” 2011, and “Chronicles of the cursed” (Haunted House) 2010.
- Production and Site Management - “Weishfest” 2014-15
- Event Coordinator, Capital Events “A Capital Fourth,” Washington, DC Independence Day concert and fireworks 2010-2011
- Logistics Manager “Peter Pan” Production-360 Entertainment, Chicago and Boston 2011
- Tournament Manager AT&T Champions Classic (2001-2009) – Santa Clarita, CA
- Director of Operations for Bank of America Open (2003-2008). – Glenview, IL
- FOH Operations Director for 2008 Harley Davidson 105<sup>th</sup> Anniversary Celebration.
- Operations Manager – 2013 Harley Davidson 110th Anniversary Celebration
- Site Management Consultant for Spectrum Sports Orange County Marathon (2006-2008).
- Director of Operations for 2001 United States Women’s Amateur Public Links Championship, Kemper Lakes, Chicago.
- Director of Operations for 2000 United States Women’s Open Championship, Merit Club, Chicago.
- Director of Operations for Ameritech/SBC Senior Open (1992-2001).



## COMPANY INFORMATION (cont'd)

### Criterion Productions, LLC

Criterion Productions (CPL) is a production company for large-scale special events. Drawing from over a combined 80 years of national and international theatrical, touring, concert and event experience, the Criterion team has reset the bar for event production excellence.

Founded in 2006, Criterion has developed long-running partnerships managing some of the most critically-acclaimed events in Chicago: *Wicker Park Fest*, *Green Music Fest*, *Do-Division*, *West Fest*, *Milwaukee Ave. Arts Fest*, the Chicago Tribune's *Amstel Light presents Battle of the Burger*, *Chicago Food Social*, and *Design Harvest*. Also, for the last eight years Criterion has managed the construction, operations and logistics for the internationally recognized *Christkindlmarket Chicago*, which regularly appears on global Top 10 Christmas Market lists and is the Christkindlmarket "gold standard" in the U.S.

Prior to forming Criterion, the principals' management experience included decades of public and private special events, concerts, theatrical productions, and music venues, such as the City of Chicago's *Taste of Chicago*, *Air & Water Show*, *Jazz Fest* and *Blues Fests*; *Million Dollar Quartet*, *Angels in America* (1<sup>st</sup> national tour), the Grant Park Symphony Orchestra, Hershey Felder's *Monsieur Chopin*, *Beethoven, as I Knew Him*, *Maestro: The Art of Leonard Bernstein*, *Gershwin Alone*; Broadway in Chicago's Shubert, Oriental and Palace Theatres; MCI/WorldCom/Verizon Business' National Sales Meetings, and many others.

#### Selected Portfolio of events:

##### Event Producer

- *Guerrilla Truck Show*, '12 – '14
- *Milwaukee Ave Arts Fest*, '14
- *Bash on Wabash*, '14
- *Green Music Fest*, '14
- *Chicago Food Social*, '14
- *Wicker Park Fest*, '15 – present

##### Event Operations & Management

- *Christkindlmarket Chicago*, '07 – present (*Operations & Retail*)
- *Christkindlmarket Oakbrook*, '07, '08 & '14 - present (*Operations & Retail*)
- *Food Truck Social*, '10
- *Printers' Row Lit Fest*, '14 - present (*Vendor Coordination & Retail Management*)
  - *Printers' Row Lit Fest*, '13 (*Retail Management*)
- *Chicago Food Social*, '11 – '13
- *Milwaukee Ave Arts Fest*, '11 – '13, '15 – present
- *Green Music Fest*, '10 – '13, '15 – present
- *Mattress Firm's World Record-Setting Mattress Stack*, '14
- *Wicker Park Fest*, '10 – present
- *Design Harvest*, '10 – present
- *West Fest*, '08 – present
- *New Year's Eve Rock 'n' Roll Ball*, Chicago, '08 – '13
- *New Year's Eve Rock 'n' Roll Ball*, Indianapolis, '13
- *Do-Division Fest*, '07 – present
- *RedEye's Amstel Light Battle of the Burger*, '13 – present
- *Oprah's Farewell Spectacular*, '11 (*Dock Master @ United Center*)
- "Big-Labor" Rally, Daley Plaza, '11 (*Operations & Stage Management*)
- *Chicago Park District's Haunted Sanitarium*, '07 & '08
- *Nike+ Rock 'n' Run*, '07



# 1. Services

## PRODUCERS Responsibilities

### *(A.) Management:*

- Provide General Management
  - Create and/or collect all necessary documents to submit the overall Special Event Permit Package with assistance from EVENT OWNER as needed, as well as food and itinerant merchant applications for approval by the various governing authorities. CPL will pay all fees associated with the permits and licenses and provide documentation of fees as a line-item expense.
  - Manage the EVENT budget. General Manager shall track all expenses and income and provide supporting documents for all expenses and income.
  - Manage overall PR & Advertising
  - Oversight and management of third party Public Relations and/or Advertising firm.
  - Oversight and management of third party Graphic Design firm.
  - Development of PR, Graphics and Advertising schedules.
  - Oversee and coordinate Cash Management during the event.
- Provide Production Manager to manage the production elements of the event.
- Recruit and activate old Sponsors for the event in coordination with EVENT OWNER.
  - Coordinate and activate Sponsors recruited by others
- Provide Vendor Coordinator to oversee vendor applications and vendor needs for the event. Including:
  - Collection of the necessary information and documents and submit the overall Itinerant Merchant, Food Vendor Applications and Licenses for approval by the various authorities.
  - Assist with ongoing refinement of the vendor application process.
  - CPL will make all vendor/food vendor/sponsor/exhibitor location assignments in association with EVENT OWNER (as required) to provide an event experience consistent with the flavor of EVENT OWNER's events.
  - Provide regular updates to EVENT OWNER on status of applications received from vendors/sponsors/exhibitors.
  - Actively recruit new vendors

### *(B.) Pre-Production Operations:*

- Draft production schedule for event operations.
- Develop labor schedule and requirements for event.
- Coordinate production needs with EVENT OWNER staff and city services and departments as needed.
- Determine crew requirements for execution and run of the event.
- Produce site plan showing placement of all tents, booths, equipment storage, barricades, etc. for event.
- Coordinate subcontractors assigned to provide equipment or services to the event.
- Attend or send a representative to all relevant meetings.
- Develop Security Plan.
- Develop all operational plans; security, toilets, staging, electrical, signage, etc.

## 1. Services (cont'd.)

### *(C.) Installation & Strike Operations:*

- Assist with prep of site prior to load-in.
- Day-prior and day-of event receiving and distribution or oversight of distribution of all event equipment provided by subcontractors – Type III barricades, detour signs, tents, stages, furniture, radios, generators, cable troughs, dumpsters, event boxes, garbage bags, signage, banners, forklifts, golf carts, etc.
- Street closures if necessary during the build and strike of the event. All street closures dealing with the parade will be handled by the EVENT OWNER.
- Notification for businesses still open at the time of street closure of eminent towing (if necessary).
- Oversight of towing.
- Installation of stages.
- Installation of stage backdrop and sound wing décor.
- Street marking for all vendor and sponsor areas.
- Oversight of tent construction and placement.
- Generator placement
- Power distribution (spider boxes only)
- Provide crew of event staff for installation and strike.
- Supervision of vendor strike.
- Traffic control during strike.
- Furniture collection.
- Coordination of all production vendors and subcontractors strike activities.
- Stage strike.
- Oversight of final clean-up.
- Street opening.
- Other duties as required.

### *(D.) Event Operations:*

- Provide on-site Management and Operations staff to oversee operations.
- Coordinate security plan and oversight thereof.
- Provide Stage Managers to oversee and manage bands and stage schedules.
- Vendor Coordinator to be on site to manage all vendors.
- Provide maintenance crew
- Manage all Beer & Liquor Sales.
- Oversight of all cash handling and recording.

### *(E.) Insurance*

- PRODUCERS will indemnify EVENT OWNER under their General Liability, Umbrella, Automotive Liability and Workman's Comp. policies via a Certificate of Insurance (COI).



## 1. Services (cont'd.)

### **EVENT OWNER Responsibilities:**

#### *(A.) Overall Responsibilities:*

- EVENT OWNER will provide a minimum of \$90,000 of financial support to be used to cover production costs associated with EVENT. This is separate from management fee outlined below.
- EVENT OWNER will provide usable public access from East side of Pioneer Park by railroad tracks.
- EVENT OWNER will work with the PRODUCERS to develop style of graphics to be used in advertising and promotion.
- EVENT OWNER will reciprocally indemnify PRODUCERS for EVENT OWNER activities related to EVENT.
- EVENT OWNER will provide barricades and ensure water hook-up for EVENT
- EVENT OWNER will provide security during hours of operation of the EVENT
- EVENT OWNER will waive all event permit fees and inspection fees for the EVENT that are related to City of West Chicago
- EVENT OWNER will provide garbage dumpsters and refuse containers (i.e. steel drums) for refuse during the EVENT
- EVENT OWNER will cover all restoration costs to the site after the EVENT

*The rest of this page is intentionally left blank.*

## 2. Rates, Fees, Commissions

### *(A.) PRODUCERS Fees:*

- PRODUCERS to be paid \$40,000 Flat Fee for all Management Services. This flat fee to be a line item expense in EVENT budget.
- Performance Incentive: PRODUCERS to be paid 30% of net income from EVENT.
- PRODUCERS to be paid a Talent Buying Fee of \$4,000.00.

### *(B.) Sponsorship COMMISSIONS-EVENT OWNER:*

- Sponsorship income obtained by EVENT OWNER is paid directly to EVENT OWNER and balance of Sponsorship amount (minus commission) deposited into the EVENT bank account, to be reconciled post-event. Detailed records and sponsorship agreements will be kept and provided to PRODUCERS.
- Sponsorship income obtained by EVENT OWNER is subject to a 20% commission by EVENT; i.e., the EVENT OWNER is allowed to retain a commission like the PRODUCERS and that commission is accounted for as a Sponsorship Commission expense in the event budget as with PRODUCERS commissions.
- All sponsorship agreements to be approved by PRODUCERS prior to execution of said agreements.

### *(C.) Sponsorship COMMISSIONS-PRODUCERS:*

- Sponsorship income obtained by PRODUCERS is paid directly to PRODUCERS. PRODUCERS will cut a check to EVENT for the full sponsorship amount minus 20% commission. Detailed records and sponsorship agreements will be kept and provided to EVENT OWNER as required.
- EVENT OWNER to be notified of pending sponsorship agreements prior to execution.
- PRODUCERS' Sponsorship Rep and Vendor Coordinator will work with all sponsors, once recruited, to obtain all necessary operational requirements and permits/paperwork as required by each sponsorship agreement.
- PRODUCERS' multiple-event sponsorship agreement documents and related documents are proprietary documents and covered under non-disclosure clauses with the Sponsoring organizations and are not subject to review by EVENT OWNER.

### *(D.) PRODUCER Labor:*

- All PRODUCER Crew Labor shall be billed for actual hours worked.
  - PRODUCER Load-In, Load-Out and Event Run Crew to be employees of CPL.
  - CPL to pay all employer and employee government taxes.
  - CPL shall carry Workers Compensation Insurance for all CPL Employees.
  - All Labor rates are exclusive to EVENT, and this agreement shall not be disclosed to any third party.
- Staff Labor:
  - PRODUCER shall pay all eligible bar managers & staff on the day of the event out of the cash proceeds of the bar.



## **2. Rates, Fees, Commissions (cont'd.)**

### *(E.) Operational Expenses:*

- Insured Contractors / Service Providers
  - All Service & Equipment Providers to be Subcontractors of PRODUCERS.
  - PRODUCERS (individually or collectively) to carry all Insurance required by Service and Equipment providers including replacement value cost of all equipment.
  - All expenses to be billed to EVENT at invoice cost plus 5%. Actual invoices provided upon request and signature of non-disclosure/CIVE agreement.
- Uninsured Contractors / Service Providers
  - Independent Contractors / Service Providers that do not carry statutory/EVENT determined minimums for insurance will be invoiced by PRODUCERS to EVENT at actual cost plus 15%.

## **3. Income & Financial Procedures**

- (A.) PRODUCERS to maintain segregated bank account for EVENT.
- (B.) All income generated by EVENT OWNERS or PRODUCERS to be deposited into PRODUCERS' EVENT account promptly.
- (C.) EVENT OWNER and PRODUCER generated Sponsorship Income to be deposited within 15 days of receipt to PRODUCERS EVENT Account, less 20% commission. Total amounts to be documented and recorded in the EVENT budget.
- (D.) Vendor Income: All income from Exhibitors, Retail Vendors and Food Vendors to be paid directly to PRODUCERS.
- (E.) Beer, Wine, Liquor & Beverage income:
  - Income from sales of PRODUCERS beverages shall be used to pay Beverage Managers and Beverage staff.
  - Income from all sales of Beverages less Bar Staff payments shall be collected by PRODUCERS, recorded and deposited into PRODUCERS' EVENT account.
- (F.) ATM Commissions:
  - Per transaction commissions from ATM transactions on the event site shall be collected by PRODUCERS and deposited into PRODUCERS' EVENT account post-event.

### 3. Income & Financial Procedures (cont'd.)

#### (G.) Progressive Payment Schedule

- The \$130,000.00 from EVENT OWNER shall be provided to the PRODUCERS on the following schedule:
  - 50% due on or before 90 days prior to event
  - 50% due on or before 15 days prior to event

#### (H.) Reconciliation:

- Within 45 days following the EVENT, EVENT OWNER and PRODUCERS will meet to reconcile the EVENT budget document.
- Event Budget to be reconciled as promptly as possible, allowing for billing cycles of the various subcontractors.
- As quickly as reasonably possible, a small subcommittee or other selected representatives of the EVENT OWNERS shall convene with PRODUCERS and review the budget and final figures.
  - After all expenses and income have been agreed upon and entered, PRODUCERS shall update the budget and provide a final budget to EVENT OWNER showing the post event actuals and a profit and loss amount for EVENT and EVENT payout amounts.

### 4. Term of Agreement

#### (A.) Agreement Length

- The term of this agreement shall be from Jan 1, 2016 through August 31, 2016.

### 5. Ownership of Event, Partnerships

#### (A.) Ownership of EVENT

- EVENT as a brand and as an EVENT is the property of EVENT OWNER. This agreement does not establish a joint venture or partnership between the parties, nor does it create any employer/employee relationship. No ownership stake in the EVENT brand or EVENT is transferred to PRODUCERS by the execution of this agreement.



## 6. Qualifications and Exclusions:

1. PRODUCERS, their officers, agents and subcontractors shall not be in breach of this agreement or responsible for damages caused by delay or failure to perform, in full or in part, its obligations hereunder, provided that there is due diligence in attempted performance under the circumstances and that delay or failure is due to fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, act of war or terrorism, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, or any other circumstance substantially beyond PRODUCERS' control.
2. Site Ops Expenses and Site Ops Services are contingent upon completion of a qualified site survey, and review of a completed site plan.
3. PRODUCER reserves the right to complete operations of this project with the use of subcontractors and rental equipment as it deems necessary.
4. CPL labor rules shall apply for all crew and staff.
5. Each party shall indemnify, defend, and hold the other party harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorney's fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its employees, agents, and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this agreement. Prompt notice must be given of any claim, and the party who is providing the indemnification will have control of any defense or settlement.
6. Each party agrees to maintain insurance in commercially reasonable amounts calculated to protect itself and the other party to this agreement from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this contract, whether these activities are performed by that company, its employees, agents, or anyone directly or indirectly engaged or employed by that party or its agents.
7. This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement. Any further adjustment to this agreement will take the form of a mutually signed change order and will become an Appendix to this agreement.
8. All notices shall be in writing and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the parties at their respective addresses set forth below their signatures or to such other address as shall be specified in writing by either party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.
9. If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.

## **6. Qualifications and Exclusions (cont'd.):**

- 10.** The relationship of the parties under this agreement is that of an independent contractor and the company hiring the contractor. In all matters relating to this agreement each party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one party shall not be considered employees or agents of the other party. Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party. Nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein.
- 11.** If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the non-solicitation or non-competition provisions (if applicable) are found to be unreasonable or invalid, these restrictions shall be enforced to the maximum extent valid and enforceable.
- 12.** All provisions that logically ought to survive termination of this agreement shall survive.
- 13.** This agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, U.S.A., without reference to any conflicts of law provisions.
- 14.** Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

*The rest of this page is intentionally left blank.*



## 7. Execution

Scanned or e-signatures:

- The parties hereto agree to permit the use of e-signatures and/or scanned signatures with regard to this Contract. To that end, the parties agree as follows:
  - Any scan of a signed document or any e-signature shall be treated in all respects as an original signature of the party and shall have the same legal effect as an original signature of the party.
  - At the written request of any party hereto (or that party's attorney), any document with a scanned or e-signature will be promptly re-executed by the party whose signature appears on the scanned document.
  - No party to this Contract shall raise the use of scanned or e-signatures as a defense to this Contract and each party hereby forever waives such defense

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For Criterion Productions, LLC

Date

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For Robert S. Cray, Inc.

Date

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For City of West Chicago EVENT OWNER

Date

**2016  
PROPOSAL**

**Notes**

**Management Fees**

Management Fee	\$ 40,000.00	Gen Mgmt, Vend Coord, Site Plan
Beverage Operations Manager	\$ 1,500.00	1 Tent-Manager & Asst. Manager
Talent Buyer	\$ 4,000.00	
Stage Managers	\$ 1,500.00	1 stage @ \$500/Day
Sponsorship Commissions	\$ 2,000.00	20% of Sponsorships Sold
Treasurer/Cash Management	\$ -	Assumes handled by PRODUCER as part of Management Fee
Insurance	\$ 1,000.00	
<b>Management Fees TOTAL</b>	<b>\$ 50,000.00</b>	

**Labor/Staff**

Crew Labor- Load-In/Run/Out	\$ 10,150.00	
Crew Labor- Misc	\$ -	N/A
Staff Labor-Gates/Ushers	\$ -	N/A
Staff Labor-Box Office	\$ -	N/A
Staff Labor-Misc	\$ -	N/A
<b>Labor/Staff TOTAL</b>	<b>\$ 10,150.00</b>	

**Entertainment**

** Talent	\$ 29,900.00	
Stages	\$ 5,880.00	32 x 24 Stage
Sound & Lighting	\$ 7,350.00	incl backline
<b>Entertainment TOTAL</b>	<b>\$ 43,130.00</b>	

**Site Ops Services**

Security	\$ 4,410.00	Event Security by City Police, overnight by Private Contractor
Maintenance	\$ 4,725.00	All professional staff, incl labor & materials
Medical	\$ -	All handled by volunteers arranged for by EVENT OWNER
Fireworks	\$ 10,500.00	
<b>Services TOTAL</b>	<b>\$ 19,635.00</b>	

**Site Ops Expenses**

<b>*Note all Site Ops Expenses dependant on Final Site Plan</b>		
Street Closure Barricade	\$ -	All traffic direction/street closure by EVENT OWNER
Tents	\$ 3,150.00	
Furniture Rental	\$ 1,050.00	
Crowd Control	\$ 525.00	
Chain Link Fence	\$ 945.00	No fence along perimeter, only for Ops/Stage Areas
Vehicles- Golf Carts	\$ 2,677.50	3 carts, 1 week only.
Vehicles- Forklifts	\$ 1,653.75	Baby Lull only
Vehicles- Truck Rental	\$ 945.00	(1) 24' Box 1 week
Vehicles- Misc	\$ -	
Radios	\$ 1,312.50	
Generators	\$ 5,250.00	
Fuel	\$ 1,890.00	
Waste Services- Dumpsters	\$ -	All trash removal services by EVENT OWNER
Waste Services- Toilets/Handsinks	\$ 5,775.00	
Office Rental/Trailer	\$ 1,260.00	(1) Office trailer 1 week (1) Green Room Trailer
Ops Consumables	\$ 787.50	
Misc	\$ -	
Lost Equipment	\$ -	
<b>Site Ops Expenses TOTAL</b>	<b>\$ 27,221.25</b>	



**2016  
PROPOSAL**

**Notes**

**General Expenses**

Permits-Liquor, Food, & Retail	\$ 472.50	State fees only, NFP for Liq Lic from EVENT OWNER
Signs/Banners/Printing	\$ 1,575.00	Assumes all previous year signs are useable, this is for 2016 signs only
Staff Hospitality	\$ 3,150.00	Food and hospitality for PD, volunteers, etc.
Travel/Per Diem/Hotel	\$ 4,725.00	
Misc	\$ 525.00	printing/postage, etc.
Carnival Worker Background Checks	\$ 3,675.00	
Park District Restoration	\$ -	Covered by EVENT OWNER
<b>General Expenses TOTAL</b>	<b>\$ 14,122.50</b>	

**Beverage Operations**

Manager/Asst Manager	\$ -	in Managemernt Fees
Dram Shop Insurance	\$ 945.00	
Bar Staff	\$ 3,780.00	Cash Paid to Staff
Ice	\$ 840.00	
Cups/Gas/Supplies	\$ 1,050.00	
** Beer Purchase	\$ 8,625.00	*markup assumes FOR profit Liquor Lis/taxes paid
Misc	\$ 525.00	Water Purchase to sell at tent
<b>Beverage Operations TOTAL</b>	<b>\$ 15,765.00</b>	

**Parade Operations**

Parade Management	\$ 1,837.50	Assumes Civil Air Patrol
** Paid Parade Attractions	\$ 7,475.00	Shriners, Medina, Bands, etc
<b>Parade Operations TOTAL</b>	<b>\$ 9,312.50</b>	

**PR/Marketing**

PR Fees	\$ 4,200.00	Either Chamber Handles or Private Contractor
Advertising/Marketing	\$ 8,925.00	Print/Radio/TV/Social Media Ads
** Graphic Design	\$ 805.00	
Photography	\$ -	
Street Team	\$ 525.00	
Printing	\$ 1,260.00	Cards/Flyers for Local Businbess
<b>PR/Marketing TOTAL</b>	<b>\$ 15,715.00</b>	

**TOTAL EXPENSES \$ 205,051.25**

**ESTIMATED**

**Notes**

**Income**

Gate Donations/Admissions	\$ -	N/A Free Event
City Donations (management fee)	\$ 40,000.00	
City Donations (qualifying expenses)	\$ 90,000.00	
Sponsorships	\$ 10,000.00	
Carnival	\$ 32,000.00	
Beverage Revenue	\$ 22,000.00	
Food Vendor Income	\$ 6,000.00	Assumes 10 Food Vendors @ \$600 for 10x10 space only
Retail Vendor Income	\$ 7,000.00	Assumes 20 Non-Food Retail Vendors @ \$350 for 10x10 space only

**TOTAL INCOME \$ 207,000.00**

**PROFIT (LOSS) \$ 1,948.75**

\$ 584.63 PRODUCER Performance Bonus (30%)

\$ 1,364.13 NET to Event Owner

## 2016 Railroad Days

Date: July 7, 2016; 4pm - 10pm (carnival only)

July 8, 2016; 4pm - 10pm

July 9, 2016; 12 pm - 11 pm

July 10, 2016; 11 am - 7pm (11 am parade)

Draft Date: Dec 3, 2015

Subject to change without notice



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## EVENT SITE PLAN

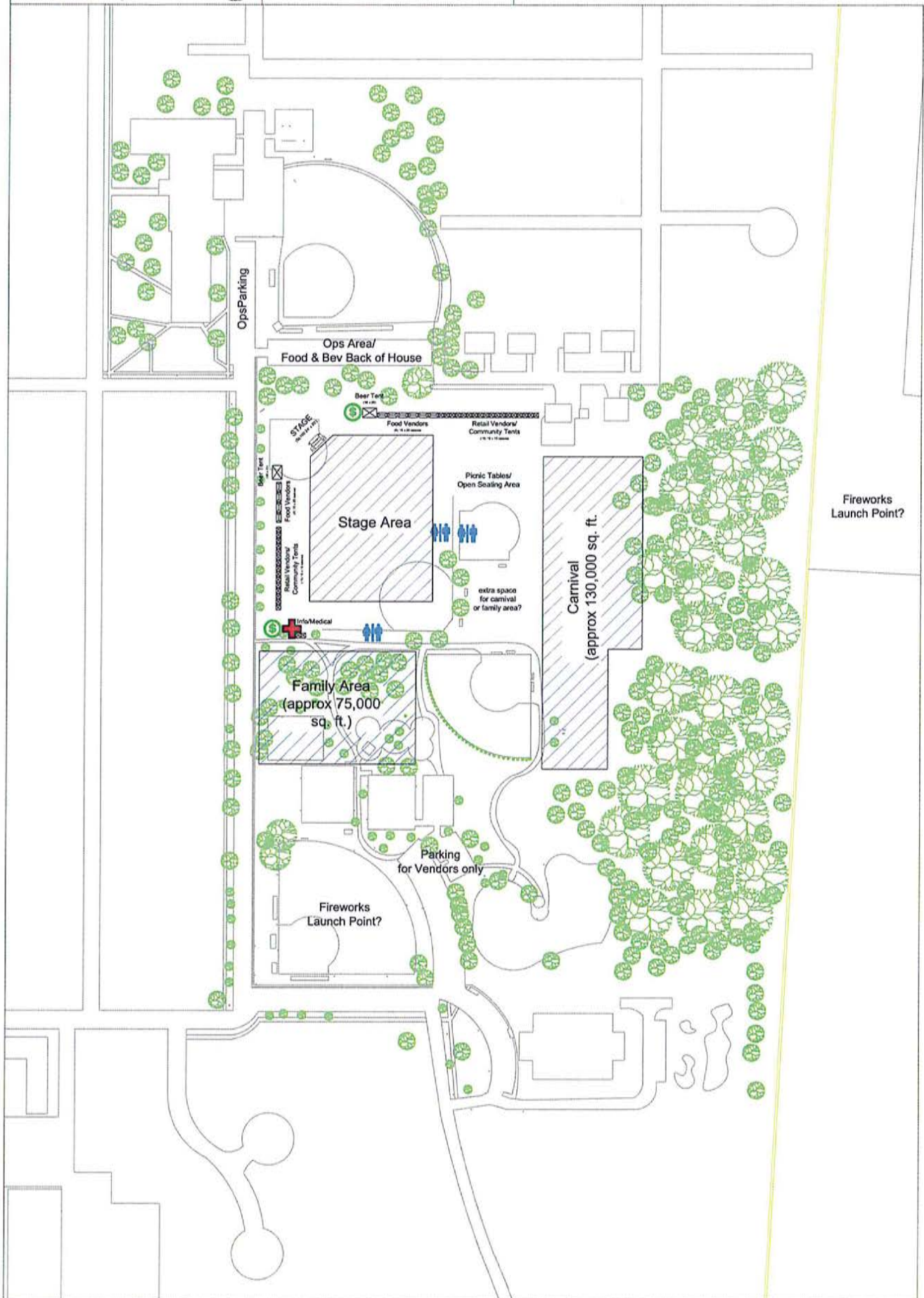
*"PROPOSED"*

Stage Area Capacity: approx. 90,000 sq. ft.

=15,000 capacity @ 6 sq. ft./ patron

=11,250 capacity @ 8 sq. ft./ patron

=7,500 capacity @ 12 sq. ft./ patron





*Western DuPage Chamber of Commerce  
Banner*

**2016**

**West Chicago Railroad Days**

**Pioneer Park**

## Summary of deliverables

- Carnival: All
  - Beer garden: All
  - Food and merchandize vendors: All
  - Entertainment: Friday and Saturday & Sunday
  - Tournament game(s): Saturday & Sunday
  - Fireworks: Saturday at dusk
  - Parade: Sunday
-



# Carnival

- Providing quality rides and amusements for our residents and visitors has always been a priority of the chamber during the decade or more that we have been planning and managing Railroad Days; this year will be no exception.
- It is expected that a new spectacular ride “thunderbolt” will be introduced. This is a two-trailer ride that is sure to be a destination for avid adrenalin junkies and enthusiasts.
- The site layout provides an exceptional opportunity to offer a designated area with rides for the younger children with seating for their parents and other guardians.
- Approximately 16 rides will be included depending on the date of contract signing

# On stage !

- Local, regional, national and even international entertainers have graced the stage of Railroad Days over our years of management by the chamber.
- Davey Jones & Mickey Dolan (Monkeys), Peter Noone (Herman's Hermits), Foghat, Edgar Winter, Molley Hatchet, Jim Peterick (Ides of March), Daryl Stuermer (Legendary guitarist for Phil Collins/Genesis) and many more greats.
- Local and regional bands round out the entertainment and the Western DuPage Chamber has put over fifty local bands on the stage over the years even launching regional bands onto the big stage of other shows.
- Live band karaoke, battle of the bands, theme shows from magic to juggling and from the Honey Bears dancers to Princess Gwendolyn, performers are selected to provide something for everyone and are all family friendly.
- *The selection process will begin immediately based on availability and budget*



# For the taste buds or just fun

- Beer garden with national and craft beers
- Variety of food choices including local favorites as well as unique festival food. In addition, healthy foods and beverages will be offered as a way to support a *Healthy West Chicago*.
- Novelties will be available through our merchant vendors as will household, garden, educational, personal and safety items.
- Product and service companies also use Railroad Days as a great branding venue. Various businesses will offer products or simply give something away to visitors .
- ***As always, food and non-alcoholic beverages are allowed to be brought in for personal consumption by attendees.***

# Tournament Play

- Tournament play brings people together and provides some healthy competition for all ages.
- The Western DuPage Chamber of Commerce proposes an invitation to local businesses and organizations to sponsor various activities that are both fun and affordable for the participants. This may include,
  - Bags
  - 3 on 3 soccer
  - Ice cream eating (okay not the healthy choice but kale eating?)
  - Water balloon toss

And of course, if a 5-k run, car show or other activity is being held by any local group (Police Department) as in past years we will market that event as part of the program with them.



# Fireworks & Parade

- Fireworks would ideally be launched from the Rare Earth facility east of the festival site
- The themed Railroad Days Parade has been a favorite for years. There are a number of routes that could be considered ranging from downtown to remaining entirely south of the Union Pacific/Metra rail lines.
- Safety is always the first priority and the recommendations of the Fire Protection District and the Police Departments will guide any proposed route.

# Challenges and Solutions

- Parking will be limited in areas surrounding Pioneer Park. Bus service from points east of the Canadian National rail lines may include,
  - Community High School
  - Lehman Middle School
  - Downtown Metra and Community Center
  - ARC
- Impacts to homes will be minimized by a thoughtful site layout, stage alignment and sound control measures
- Fencing (type and amount) to create access and to meet code requirements will be factored into plan based on recommendations of staff, council and other local authorities
- Utility access may still be limited even with additions by West Chicago Public Works. Potable water, electric, sanitation would be included in final agreement



# Budget consideration

- Funding of the 2016 Railroad Days will impact the variety, quality and number of performers during the festival.
- Limiting days for entertainment will reduce some costs but much of the expense is setup and takedown which occur regardless of the number of days used.
- Fireworks have been good and the annual expense has been \$7500. This amount can be increased, decreased or eliminated based on the City Councils preferences
- A parade is also driven by funding. The marketing, planning, management and insurance often remain constant but the more animated and/or skillful the participant the greater the cost. Historically the parade honorariums have totaled \$5500-\$7500 i.e. marching bands or Shriners.

# Other budget considerations

- Sponsorships and proceeds from the beer garden, carnival and some vendor fees have augmented the funds provided by the city. Most of these however are subject to weather and counting on them can be risky.
- The chamber has worked for years with a professional sponsorship marketing company from Chicago. They contract with some of the largest event management companies in the state and have delivered in excess of \$25,000 in sponsorships for a single Railroad Days event. This however is also driven by the level of entertainment i.e. You do not get Taylor Swift sponsors if you hire Fred the one armed ventriloquist drummer... he's very entertaining but sponsors just wont pay.



# Conclusion

- The Western DuPage Chamber of Commerce has proven the ability to deliver a safe, family friendly event for the community. We include as many local residents and businesses as we can to help make it a signature event for West Chicago and have done so by investing as much as \$175,000 to produce it or as little as \$35,000.
- The WDCC has the same talent pool, sponsorship professionals, stage, sound and lighting companies that are used by event managers and community organizations throughout the state.
- We monitor happenings in the amusement industry for changes that could jeopardize the quality of our event. We also have a unique understanding of what is expected from those charged with protecting our community and have supported the beyond what one could reasonably expect.
- We do not have the buying power of a professional event planning company however, the cities experience has not demonstrated any cost savings or increased sponsorships in the past. Furthermore, past events run by those unfamiliar with the community failed to secure many local vendors, restaurants or performers. Other(s) seeking this contract may very well be different and, may be in a position to deliver higher sponsorships and lower infrastructure costs based on volume and relationships.

**Based on the necessary infrastructure costs and required components outlined in the RFQ, the following is submitted**

Parade: \$5,000 - \$7500

Fireworks: \$5,000 - \$10,000

Stage, sound & Lights: \$10,000 (2-days) \$14,000 (3-4 Days)

Sanitation: \$3,000+

Tents, tables, chairs: \$4,500-\$10,000

Generators & Lighting: \$4,500-\$7500

Marketing: \$3,500-\$10,000

Fencing: TBD

Signage: TBD

Trailers: \$1500+

Entertainment: TBD

Miscellaneous expense: Estimate 5-7% of expenses

Management fees, commissions & other expense: \$20,000-\$40,000

In-kind services: Police, CERT, Public Works, ESDA, Fire, Dumpsters

## Revenue

Carnival: \$12,500-\$24,000 Net

Beer garden: \$5,000-\$10,000 Net

Sponsorships: Unknown

Vendor fees: \$10,000-\$15,000

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Proposed City funding level plus in-kind services

\$50,000

\$75,000

\$100,000

***NOTE: Reflected as net cost after expense and revenue share if applicable.***

***Previous net funding level estimated at \$80,000***



# WEST CHICAGO POLICE DEPARTMENT TRAFFIC MANAGEMENT REPORT

	Current vs. Prior Month			2 Prior Months			2015 vs. 2014		
TRAFFIC CITATIONS	Nov 15	Oct 15	% Change	Sep 15	Aug 15	% Change	YTD 2015	YTD 2014	% Change
Regular Duty & Crash	186	183	2%	210	197	7%	2252	3608	-38%
Selective Enforcement	25	0	NC	15	3	400%	121	185	-35%
PARKING CITATIONS	Nov 15	Oct 15	% Change	Sep 15	Aug 15	% Change	YTD 2015	YTD 2014	% Change
Parking Citations	281	417	-33%	262	305	-14%	2751	3447	-20%
COMMERCIAL OVERWEIGHT ENFORCEMENT	Nov 15	Oct 15	% Change	Sep 15	Aug 15	% Change	YTD 2015	YTD 2014	% Change
Citations	9	5	80%	8	2	300%	66	63	5%
DUI ARRESTS	Nov 15	Oct 15	% Change	Sep 15	Aug 15	% Change	YTD 2015	YTD 2014	% Change
Regular Duty	6	4	50%	9	4	125%	61	74	-18%
Selective Enforcement	0	0	NC	0	0	NC	2	0	NC
ADMINISTRATIVE TOWS	Nov 15	Oct 15	% Change	Sep 15	Aug 15	% Change	YTD 2015	YTD 2014	% Change
No Valid Driver's License	0	1	-100%	0	1	-100%	7	38	-82%
Driving While License Suspended	0	0	NC	0	0	NC	7	25	-72%
Driving While License Revoked	0	0	NC	0	0	NC	2	2	0%
DUI (Alcohol or Drugs)	4	3	33%	8	2	300%	45	59	-24%
Drug Possession	0	0	NC	0	0	NC	3	3	0%
Warrant Arrest	0	0	NC	0	0	NC	0	0	NC
Sound Amplification	0	0	NC	0	0	NC	0	0	NC
Illegal Transportation of Open Alcohol	0	0	NC	0	0	NC	0	0	NC
Total Administrative Tows	4	4	0%	8	3	167%	64	127	-50%
TRAFFIC CRASHES/INJURIES/FATALITIES	Nov 15	Oct 15	% Change	Sep 15	Aug 15	% Change	YTD 2015	YTD 2014	% Change
Non-Injury Crashes	72	60	20%	58	56	4%	688	741	-7%
Injury Crashes	13	14	-7%	16	13	23%	120	99	21%
Fatal Crashes	0	0	NC	0	1	-100%	1	0	NC
Total Crashes	85	74	15%	74	70	6%	809	840	-4%

NC=Not Calculable

Prepared by: TSU - Z58

Item # 8.A.



TOP CRASH LOCATIONS	Nov 15	Oct 15	% Change	Sep 15	Aug 15	% Change	YTD 2015	YTD 2014	% Change
North Ave & Powis Rd	0	0	NC	1	1	0%	16	12	33%
North Ave & Neltnor Blvd	9	3	200%	7	5	40%	53	58	-9%
Neltnor Blvd & Hawthorne Ln	0	2	-100%	1	1	0%	5	5	0%
Neltnor Blvd & Washington St	4	1	300%	1	1	0%	19	10	90%
Neltnor Blvd & Main St	2	2	0%	2	0	NC	13	14	-7%
Neltnor Blvd & Forest Ave	3	1	200%	1	1	0%	8	5	60%
Neltnor Blvd & Dayton Ave	1	2	-50%	0	0	NC	6	0	NC
Neltnor Blvd & Michael Browning Way	2	3	-33%	1	0	NC	14	11	27%
Roosevelt Rd & Sarana Ave	1	0	NC	0	0	NC	4	5	-20%
Roosevelt Rd & Michael Browning Way	0	0	NC	0	0	NC	0	4	-100%
Roosevelt Rd & Joliet St	2	3	-33%	3	1	200%	23	18	28%
Roosevelt Rd & Fabyan Pkwy/ Washington St	4	6	-33%	2	4	-50%	32	23	39%
Neltnor Blvd & Joliet St	0	1	-100%	1	2	-50%	13		NC

PROGRAMS	INCEPTION	SCHEDULE
<b>SMART Trailer</b>	January 1, 2001	Ongoing
During the month, the SMART trailer was used: ( 5 ) times		
5 Ton Truck Enforcement - Hawthorne Ln	June 1, 2010	Ongoing
During the month, ( 0 ) 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			
( 1 ) Vehicle was investigated		CYear-To-Date 2015 19	CY2014 Total 13

TRAFFIC RELATED HOT SPOTS	
LOCATION	CONCERN
Smith Rd at Norton Creek School, District 33 & 94	School Zone Enforcement
Arbor Ave, Ingaltion Ave	Speed Enforcement
Hawthorne Ln, Joliet St, and E Washington St	5-Ton Violations
59/Washington, 59/Forest, 59/64	Increased Crash Incidents