

sensitive areas on-site that necessitate the required site restrictions to be followed.

(4) *The proposed special use is designated by this code as a listed special use in the zoning district in which the property in question is located:*

The proposed storage yard is listed as a special use, per the M, Manufacturing District regulations established in Section 11.2-4 (T) of the Zoning Code.

Respectfully submitted,

Barbara Laimins
Chairman

VOTE:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
D. Kasprak			S. Hale
R. Mireault			D. Faught
B. Liamins			
C. Dettmann			
M. Schafer			

EXHIBIT “C”

(insert Paving & Layout Plan and the 2016 Paving Plan - Yearly Completion Dates chart here)

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE
AGENDA ITEM SUMMARY

ITEM TITLE:

Special Uses for a Self-Storage Facility and Retail Sales
Ancillary to an Outside Storage Yard
1185 W. Washington Street
Charles Murphy

Ordinance No. 16-O-0020

AGENDA ITEM NUMBER: 8.C.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: April 11, 2016

COUNCIL AGENDA DATE: April 18, 2016

STAFF REVIEW: John D. Said

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

The applicant and property owner, Charles Murphy of Midwest Compost, is requesting the approval of special uses for retail sales ancillary to an outside storage yard and a special use for a self-storage facility at 1185 W. Washington Street. The subject property is one acre in area and is located off of a shared private drive on the north side of West Washington Street.

The subject property has an existing "L" shaped building on-site that is 6,000 square feet in area and is internally partitioned into six units (four 925 sq. ft. units and two 1,130 sq. ft. units). The subject property and all properties in the immediately vicinity are zoned Manufacturing District. The subject property is one of five parcels that are aligned perpendicular to Washington Street. Access to Washington Street is obtained via an existing twenty foot wide access easement that contains a common private drive along their west property lines. The four northernmost parcels are legal non-conforming because they lack direct frontage on a street (Washington Street in this case), which is a City Code requirement.

The applicant also owns the adjacent parcel to the north (1195 W. Washington Street) of the subject property, where he operates a landscape waste transfer facility. In addition to the transfer facility operations, he also sells bulk landscape materials (mulch). As part of the zoning approval for the subject property the applicant is requesting approval of special uses for retail sales ancillary to an outside storage yard. These special uses, if approved, would allow the applicant to place the bulk material sales operations within the outdoor storage yard on the subject property. The special uses would also allow him to expand the quantity, type, and variety of landscape materials for sale. The applicant intends on selling several varieties of mulch and gravel, as well as sand and topsoil. The applicant is proposing to install nine concrete block bunkers, 11' (wide) x 24' (deep) x 6' (high) in area, to storage the bulk materials in. The applicant will also have one concrete block bunker, 11' (wide) x 16' (deep) x 6' (high) in area. The reduced area of the last bunker is to adequately accommodate vehicular access at the southeast corner of the site.

The proposed outdoor storage yard will be 141' x 136' in area and consists of the portion of the site that is north and east of the existing building on-site. The yard area is currently gravel, but as part of the conditions of approval the applicant will be required to pave the yard (as well as the other portions

of the site that are also currently gravel) prior to utilizing the yard space. The subject property has an existing six foot tall chain link fence around its perimeter. The applicant will be installing new six foot tall chain link fencing and gates north and east of the existing building to fully enclose the yard, as required by City Code.

The applicant is also requesting approval of a special use for a self-storage facility. The applicant desires to pursue this zoning approval because the existing layout of the building naturally lends itself to this type of use. The applicant would rent or lease out the six units. Each unit has an overhead door and an entry door that are not restricted by the proposed storage yard on-site. The applicant is proposing to install eight striped parking spaces located outside of the storage yard for use by the storage unit tenants. These spaces are located on-site so that they do not block or hinder access to the storage units or any designated fire lanes, or restrict access to the storage yard. To further reinforce the Code requirement to have all fire lanes unimpeded City staff is recommending a condition of approval that "no parking" signage and pavement striping be incorporated into the site improvements. Lastly, the applicant is also striping eight parking spaces within the storage yard for the long-term parking of any oversized vehicles, such as boats, trailers or recreational vehicles associated with the self-storage facility use. These spaces will be located on the north side of the existing building.

At its April 5, 2016 meeting, the Plan Commission/Zoning Board of Appeals (PC/ZBA) unanimously recommended approval of the special uses for retail sales ancillary to an outside storage yard and a special use for a self-storage facility at 1185 W. Washington Street as presented by a (5-0) vote. Its recommendation is included as Exhibit "B" of the attached ordinance.

ACTIONS PROPOSED:

Consideration of special uses for retail sales ancillary to an outside storage yard and a special use for a self-storage facility at 1185 W. Washington Street.

COMMITTEE RECOMMENDATION:

At its April 11 meeting, the Committee recommended approval of the ordinance for special uses for 1185 W. Washington Street.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No. 16-O-0017 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned by the City Of West Chicago

AGENDA ITEM NUMBER: 8.D.**COMMITTEE AGENDA DATE:** April 7, 2016**COUNCIL AGENDA DATE:** April 18, 2016**STAFF REVIEW:** Robert E. Flatter, P.E., Public Works Director**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

City staff has identified surplus equipment, stock inventory, and/or personal property that is no longer useful to the City, has little or no resale value, and should be properly disposed of (please refer to Ordinance No. 16-O-0017 and Attachment A for additional information).

Therefore, staff is requesting that these items be declared surplus so that they may be sold for nominal value, disposed of through the City's contractual waste hauler, recycled, or sold to a local scrap dealer for nominal scrap value; in a manner deemed appropriate by the City Administrator, with or without consideration.

ACTIONS PROPOSED:

Approve Ordinance No. 16-O-0017 for the disposal or sale of surplus equipment, stock inventory, and/or personal property owned by the City of West Chicago.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 4-0 for approval.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

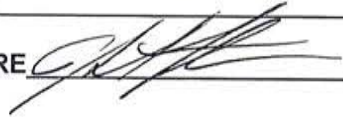
Resolution No. 16-R-0018 – Contract Award - 2016
Contractual Street Striping Program

AGENDA ITEM NUMBER: 8.E.

COMMITTEE AGENDA DATE: April 7, 2016

COUNCIL AGENDA DATE: April 18, 2016

STAFF REVIEW: Robert E. Flatter, P.E., Director of Public Works

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The 2016 Contractual Street Striping Program consists of pavement marking removal and installation of thermoplastic pavement markings on Joliet Street, between Geneva Street and Illinois Route 59 (Neltnor Boulevard), and on Atlantic Drive between Carolina Drive and Illinois Route 64 (North Avenue). The program will also include installation of stop bars and cross walks within the Prestonfield Subdivision, and replacing/upgrading painted school zone markings with thermoplastic markings throughout the City.

Like FY 2012 thru FY 2015, for FY 2016, Superior Road Striping, Inc. holds a joint purchasing contract through the Suburban Purchasing Cooperative (SPC). The SPC's Joint Purchasing Program is sponsored by the Northwest Municipal Conference, DuPage Mayors and Managers Conference (West Chicago is a member), South Suburban Mayors and Managers Association, and Will County Governmental League, together representing over 150 municipalities, townships and other governmental agencies. A Thermoplastic Road Striping or Lane Marking Program is one of many programs for which SPC has procured joint purchase pricing through a competitive bidding process.

Applying Superior Road Striping, Inc.'s unit pricing, the City's 2016 Contractual Street Striping Program as referenced above has been designed to spend the full budgeted amount of \$40,000.00, depending on final quantity measurements. This year, Superior Road Striping, Inc.'s prices offered are approximately 23% lower than its 2015 SPC program pricing when compared using City estimated program quantities. City staff also participated in DuPage County's joint purchasing program for pavement markings and removals. Comparing Superior's unit pricing for FY 2016 against unit pricing obtained from DuPage County's joint purchasing program for estimated City quantities; Superior's FY 2016 unit prices are approximately 28% lower than DuPage County's bid prices. Superior Road Striping, Inc. has performed work on previous City projects and is an IDOT Prequalified Firm.

It is staff's recommendation that City Council award a contract to Superior Road Striping, Inc. of Melrose Park, Illinois, for the 2016 Street Striping Program, using pricing obtained from the SPC Joint Purchasing Contract, in an amount not to exceed \$40,000.00. This year's program will be paid for using Capital Project Funds (08-34-53-4869).

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 16-R-0018 authorizing the Mayor to execute a Contract with Superior Road Striping, Inc. of Melrose Park, Illinois, using pricing obtained through the SPC Joint Purchasing Contract, in an amount not to exceed \$40,000.00 for the 2016 Contractual Street Striping Program.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 4-0 for approval.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 16-R-0019 – Contract Award – JJ
Henderson & Sons For Construction Services Related to
the Disk Filter Replacement Project at the City's Regional
Wastewater Treatment Plant

AGENDA ITEM NUMBER: 8.F.**COMMITTEE AGENDA DATE:** April 7, 2016**COUNCIL AGENDA DATE:** April 18, 2016**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

In the Sewer Fund, identified as a FY 2016 plant equipment replacement project, is the replacement of the existing sand filtration system equipment at the City's Regional Wastewater Treatment Plant with disk filtration system equipment. In March 2014 the City hired Clark Dietz, Inc. (CDI) to evaluate the existing sand filtration equipment and prepare/update an engineer's estimate of construction cost. CDI completed its evaluation and developed an engineer's estimate of cost of approximately \$3,140,000.00 to replace the existing equipment with modern disk filtration equipment. City, CH2M, and Village of Winfield staff then met and discussed CDI's preliminary investigation report and the project; all agreeing that replacement of the existing sand filtration system equipment is a priority and that the project should proceed with disk filtration equipment and appurtenances as recommended by CDI. The existing sand filtration system equipment is approximately 30 years old, far in excess of its useful life.

With Committee approval, CDI then prepared engineering plans and project specifications, and the project was bid. The proposed project includes, but is not limited to, demolition of ten existing sand filters, piping, backwash pumps, and blowers, and the furnishing and installation of four disk filtration units, all associated piping, fittings, valves, electrical, controls, access platforms, handrails, supports, doors, painting and appurtenances associated with the improvements. In order to keep the Wastewater Treatment Plant operational at all times during construction, the project will be phased into two stages with each stage replacing five of the sand filters with two disk filters. Construction is scheduled to occur over two fiscal years (i.e., FY 2016 & FY 2017), with an anticipated project completion date of May 2017.

The request for bids was advertised in the Daily Herald on February 25, 2016. All bid documents and plans were made available electronically to interested parties via Quest Construction Data Network. Bids were opened on March 24, 2016. There were seven plan holders, but the City received only four bids. JJ Henderson & Sons of Gurnee, Illinois was the lowest bidder at \$2,134,000.00. The second bid was received from Boller Construction Company, Inc. at \$2,446,204.00.

Clark Dietz's previous experience with JJ Henderson has been positive. In addition, JJ Henderson is currently working under contract for the City at the City's Waste Water Treatment Plant replacing its grit removal system equipment. CDI has checked references and recommends that the City of West Chicago accept the bid from JJ Henderson & Sons in the amount of \$2,134,000.00.

Within the Fiscal Year 2016 Sewer Fund budget (i.e., Plant Equipment Replacement Program (05-34-45-4806), \$3,140,000.00 has been budgeted for improvements to Wastewater Treatment Plant's filtration system equipment.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 16-R-0019 authorizing the Mayor to execute a Contract with JJ Henderson & Sons of Gurnee, Illinois, for an amount not to exceed \$2,134,000.00, for construction services related to the Disk Filter Replacement Project at the City's Regional Wastewater Treatment Plant.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 4-0 for approval.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 16-R-0020 – Contract Award – Clark Dietz, Inc. for Professional Engineering Construction Oversight Services for the Disk Filter Equipment Replacement Project at the City's Regional Wastewater Treatment Plant

AGENDA ITEM NUMBER: 8.G.**COMMITTEE AGENDA DATE:** April 7, 2016
COUNCIL AGENDA DATE: April 18, 2016**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

In the Sewer Fund, identified as a FY 2016 plant equipment replacement project, is the replacement of the existing sand filtration system with a disk filtration system at the City's Regional Wastewater Treatment Plant. In November 2015 the City hired Clark Dietz, Inc. (CDI) to prepare engineering plans and project specifications, and the project was bid and opened in March 2016.

With an award of a construction contract pending Infrastructure Committee and City Council approval, City staff approached CDI and requested a cost proposal to perform engineering construction oversight services for the project. CDI's proposal is for a not to exceed amount of \$121,470.00, which is approximately 5.69% of the cost of construction (engineering construction oversight services typically average 10% of construction costs).

Adequate funds have been budgeted and are available in the Sewer Fund (i.e., Sewer Plant Equipment Replacement Program) to cover this engineering construction oversight services expenditure. Construction is scheduled to occur over two fiscal years (i.e., FY 2016 & FY 2017), with an anticipated project completion date of May 2017.

ACTIONS PROPOSED:

Approve Resolution No. 16-R-0020 authorizing the Mayor to execute a Contract with Clark Dietz, Inc. of Champaign, Illinois, for an amount not to exceed \$121,470.00, for professional engineering construction oversight services related to the Disk Filter Equipment Replacement Project at the City's Regional Wastewater Treatment Plant.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 4-0 for approval.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 16-R-0021 – Contract Award – Morrison Construction Company For Construction Services Related to the Digester Gas Pipe Replacement Project at the City's Regional Wastewater Treatment Plant

AGENDA ITEM NUMBER: 8.H.**COMMITTEE AGENDA DATE:** April 7, 2016**COUNCIL AGENDA DATE:** April 18, 2016**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Methane gas is a byproduct of the anaerobic digestion process utilized to break down sludge waste into biosolids at the City's Regional Wastewater Treatment Plant (WWTP). For safety, the methane gas is disposed of by combustion in a waste gas burner (a.k.a. gas flare or flare stake). The existing digester gas line pipe, which is buried under ground between the digester building and the flare stake, is approximately 30 years old (far in excess of its useful life), is leaking methane gas and is infiltrating with ground water which is restricting the flow of gas from the digester(s) to the flare stake. This is a potential health and safety concern. In the Sewer Fund, identified as a FY 2016 plant equipment replacement project, is the replacement of the existing digester gas pipe at the WWTP.

In December 2015 the City hired Clark Dietz, Inc. (CDI) to evaluate the existing digester gas piping and prepare engineering plans and project specifications. The proposed project includes, but is not limited to, installation of a new digester gas pipe, concrete and metal supports, relocation of the existing flare stake, a concrete sidewalk installation, safety equipment installation, and appurtenances associated with the improvements. CDI's engineer's estimate of construction cost was approximately \$40,000.00.

The request for bids was advertised in the Daily Herald on February 25, 2016. All bid documents and plans were made available electronically to interested parties via Quest Construction Data Network. Bids were opened on March 24, 2016. There were seven plan holders, but the City received only four bids. Morrison Construction Company of Hammond, Indiana was the lowest bidder at \$47,203.00. The second lowest bid was received from Independent Mechanical Industries, Inc. of Chicago, Illinois at \$55,665.00 (see attached bid tabulation sheet).

Although Morrison Construction Company has never worked for the City, Clark Dietz's previous experience with Morrison Construction Company has been positive. CDI has checked references and recommends that the City of West Chicago accept the bid from Morrison Construction Company in the amount of \$47,203.00.

Within the Fiscal Year 2016 Sewer Fund budget (i.e., Plant Equipment Replacement Program (05-34-45-4806), \$40,000.00 has been budgeted for improvements to Wastewater Treatment Plant's digester gas piping. Adequate funds are available in the Sewer Fund budget to cover the additional \$7,203.00.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 16-R-0021 authorizing the Mayor to execute a Contract with Morrison Construction Company of Hammond, Indiana, for an amount not to exceed \$47,203.00, for construction services related to the Digester Gas Pipe Replacement Project at the City's Regional Wastewater Treatment Plant.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 4-0 for approval.

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

We Go Run
Race Time, Inc. & West Chicago School District #33

AGENDA ITEM NUMBER: 8. I.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: April 6, 2016

COUNCIL AGENDA DATE: April 18, 2016

STAFF REVIEW: John D. Said

SIGNATURE JDS

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

Race Time, Inc. is proposing the 12th Annual We Go Run, a combination of a 5K and 10K Run/Walk and a 1 Mile Fun Run as a fundraiser for School District 33 on Sunday, May 1, 2016. Following registration and set-up which would begin at 4:30 a.m., the first race would begin at 8:25 a.m. The anticipated completion time for the races would be 10:00 a.m. with a completion time for the entire event of approximately 10:30 a.m. Police services are requested for assistance with traffic control.

All courses have been reviewed by staff from the Police and Public Works Departments as well as the West Chicago Fire Protection District. Background information and the map showing the course route are attached. The run course will be in the residential areas around Lemman Middle School and West Chicago Community High School, with the races beginning and ending at Lemman Middle School.

Residents along the course will be notified a week prior to the event by organizers via a flyer.

A certificate of insurance and insurance endorsement from Race Time Inc. has been provided and approved.

ACTIONS PROPOSED:

Recommend event for approval as proposed including request for Police Department services.

COMMITTEE RECOMMENDATION:

At its April 6 special meeting, the Committee recommended approval of this request.

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Municipal Code Amendments
Chapter 10 – Nuisance Weeds and Natural Landscape
Areas
Ordinance 2016-O-0012

AGENDA ITEM NUMBER: 8. J.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** April 6, 2016**COUNCIL AGENDA DATE:** April 18, 2016**STAFF REVIEW:** John D. Said**SIGNATURE**  _____**APPROVED BY CITY ADMINISTRATOR:****SIGNATURE** _____**ITEM SUMMARY:**

The attached draft ordinance provides proposed changes to the City of West Chicago's regulations concerning natural landscape areas. The changes are being made in response to City Council direction concerning such areas, with particular attention to residential areas.

The proposed amendments to Sec. 10-3 (Weed Control) expand the list of species considered as noxious weeds, while the changes to Sec. 10-5 (Natural Landscape Areas), provides new limitations to naturally-planted areas. The new planting area controls are intended to limit the extent of such areas to a maximum thirty percent (30%) of yards. They also provide minimum setbacks for such areas from side and rear lot lines, so as to minimize encroachments into adjacent areas. While it is appropriate to encourage native or naturally-appearing vegetation when possible for environmental benefits, City Council direction is to establish additional local controls over these areas. In this way, more compatibility among yards in residential areas, in terms of appearance and maintenance, will be ensured while still providing some flexibility for locations of such planting areas. Previously, this section of the code allowed such areas without restriction, based on amendments that were approved approximately four years ago.

ACTIONS PROPOSED:

Consideration of the proposed ordinance to amend Chapter 10 of the Municipal Code regarding Natural Landscape Areas.

COMMITTEE RECOMMENDATION:

At its special meeting of April 6, the Public Affairs Committee recommended approval of this Ordinance.

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance Amending Chapter 17 - Traffic, Article XVII. – Schedules of Designated Streets, Division 3. – Stop Intersections, Sec. 17-176. – Designated; compliance required, of the City Code

AGENDA ITEM NUMBER: 8.K.**COMMITTEE AGENDA DATE:** April 6, 2016**COUNCIL AGENDA DATE:** April 18, 2016**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

At its October 1, Meeting, the Infrastructure Committee directed staff to contract for a Traffic Study to determine if additional stop sign(s) are warranted at the intersection of Meadowview Drive, Meadowview Crossing, and Fieldcrest Drive. Currently, the City Code only requires all Fieldcrest Drive traffic to stop for all Meadowview Crossing and Meadowview Drive traffic.

The Manual of Uniform Traffic Control Devices (MUTCD) for streets and highways is a document approved by the Federal Highway Administrator as the National Standard for all traffic control devices installed on any street, highway, or bicycle trail open to public travel. It was created and is supported by organizations such as the U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA), Institute of Transportation Engineers (ITE), American Association of State Highway and Transportation Officials (ASSHTO), the American Traffic Safety Association (ATSSA), and many other federal, state, and local agencies. In Illinois, all traffic engineers refer to this document when conducting traffic studies and making recommendations for traffic control devices.

Thomas Engineering Group, LLC. (TEG), the City's engineering consultant, completed its traffic assessment on January 25, 2016 and prepared the attached report entitled "City of West Chicago Traffic Study, Intersection of Meadowview Drive, Fieldcrest Drive, and Meadowview Crossing, West Chicago, IL". TEG's report identifies that according to the MUTCD, no stop control is warranted at this intersection. However, TEG recommends the following:

1. Maintain stop control at Fieldcrest Drive.
2. Install stop control at Meadowview Drive.
3. Install stop control at Meadowview Crossing.
4. Install pavement markings to identify crosswalks connecting existing curb ramps.

City staff supports TEG's recommendations. Installation of additional stop signs and pavement markings can be completed by City staff.

The attached proposed Ordinance No. 16-O-0016 is an amendment to Chapter 17 - Traffic, Article XVII. - Schedules of Designated Streets, Division 3. – Stop Intersections, Sec. 17-176. – Designated; Compliance Required., of the City Code to allow for the installation and enforcement of stop control devices (i.e., stop signs) at all legs of the Meadowview Drive, Meadowview Crossing, and Fieldcrest Drive intersection.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Adoption of Ordinance No. 16-O-0016.

COMMITTEE RECOMMENDATION:

The Public Affairs Committee voted 6-0 for approval.

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Amendment to the City Code Parking on Conde Street, Wilson Street and Augusta Avenue

AGENDA NO. 8.L.

FILE NO. _____

AGENDA DATE: April 6, 2016

COUNCIL AGENDA DATE: April 18, 2016

STAFF REVIEW: Michael Uplegger, Chief of Police

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

On December 10, 2015, the City received an email from a concerned resident regarding vehicles parking on Conde Street from Joliet Street to Illinois Route 59, Wilson Street from Conde Street to Main Street, and Augusta Avenue from Joliet Street to Illinois Route 59. Please see attached letter for more information. Upon researching this issue, staff recommends that parking should be restricted on both sides of Wilson Street between Conde Street and Main Street. There are no single-family residential homes fronting Wilson Street and the City maintains a public parking lot at the northeast corner of Wilson Street and Conde Street for off-street parking for residents of the Clayton Street townhomes. In addition, the commercial and multi-family properties have a responsibility to provide adequate parking for their tenants and/or customers.

Also, parking probably should also be restricted on Conde Street between Joliet Street and Wilson Street (not all the way to Route 59). This section of road is narrow and dangerous when cars are parked along it, however; this amendment may negatively impact a few single-family residential property owners who would lose the ability to park (or have visitors park) in front of their homes.

Given the number of single-family residential homes on Augusta Avenue, restricting parking on both sides of the street would create an undue burden for a number of residents in that area, and staff does not recommend that parking be prohibited on both sides of the street.

If the Public Affairs Committee members are interested in making any of these changes, the Code would need to be amended to reflect such.

ACTIONS PROPOSED:

Consideration of restricting parking on certain streets.

COMMITTEE RECOMMENDATION:

The Public Affairs Committee unanimously recommends adoption of Ordinance No. 16-O-0021.

CITY OF WEST CHICAGO

**CITY COUNCIL
AGENDA ITEM SUMMARY**

ITEM TITLE: Resolution No. 16-R-0022 – License Agreement to Use Pioneer Park for Railroad Days	AGENDA ITEM NUMBER: <u>8.M.</u> FILE NUMBER: _____ COMMITTEE AGENDA DATE: N/A COUNCIL AGENDA DATE: April 18, 2016
--	--

STAFF REVIEW:	SIGNATURE _____
APPROVED BY CITY ADMINISTRATOR:	SIGNATURE _____

ITEM SUMMARY:

In the past, Railroad Days was held at Reed-Keppler Park, which is owned by the City of West Chicago. This year, the festival will take place in Pioneer Park, which is owned by the Park District. The attached License Agreement allows for such, in addition to granting permission for alcoholic beverages to be sold during the event. The terms and conditions match those in the City’s Funding Agreement with the Western DuPage Chamber of Commerce.

ACTIONS PROPOSED:

Staff recommends approval of Resolution No. 16-R-0022.

COMMITTEE RECOMMENDATION:

Since the terms and conditions match those in the City’s Funding Agreement with the Western DuPage Chamber of Commerce, Mayor Pineda approved placing this item directly on a City Council agenda.

RESOLUTION NO. 16-R-0022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH THE WEST CHICAGO PARK DISTRICT AND THE WESTERN DUPAGE CHAMBER OF COMMERCE – USE OF PIONEER PARK FOR RAILROAD DAYS

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 License Agreement for the use of Pioneer Park for Railroad Days with the West Chicago Park District and the Western DuPage Chamber of Commerce, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18th day of April, 2016.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

RAILROAD DAYS AGREEMENT

This Agreement is made and entered into as of the date the last of the undersigned parties executes it (“**Effective Date**”) by and between the West Chicago Park District, an Illinois park district (“**Park District**”), the City of West Chicago, (“**City**”), and the Western DuPage Chamber of Commerce (“**Chamber**”) (collectively, the Park District, the City and the Chamber may, for convenience purposes only, shall also be hereinafter referred to as the “**Parties**” or, either individually, as a “**Party**”).

RECITALS

WHEREAS, the Park District is an Illinois park district duly organized, existing and created under the laws of the State of Illinois, having the rights, powers and authority set forth in the Illinois Park District Code, 70 ILCS 1205/1 *et seq.*, and other statutes of the State of Illinois; and

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

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

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the City and the Chamber desire to conduct a festival known as “Railroad Days” at the Park District’s Pioneer Park, which is located at 479 West Forest Avenue, West Chicago, Illinois on July 7-10, 2016 (“**Festival**”); and

WHEREAS, the Festival may include, among other things, live music performances, a carnival, fireworks, and a parade; and

WHEREAS, the City and the Chamber have entered into a Funding Agreement which describes the City’s and Chamber’s responsibilities related to the funding, planning, and operation of the Festival; and

WHEREAS, the Park District Board of Commissioners finds it to be in the best interest of the Park District and its residents to grant a license to the City and the Chamber to conduct the Festival at Pioneer Park; and

WHEREAS, the Parties intend that the foregoing Recitals be incorporated into, and be deemed material and integral terms, conditions and provisions of this Agreement.

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

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

2. **LICENSE.** The Park District hereby grants a license to the City and the Chamber to conduct the Festival at Pioneer Park on July 7-10, 2016. The Festival shall be conducted in conformance with the "Funding Agreement for 2016 Railroad Days" attached hereto as Exhibit A and "Railroad Days Requirements" attached hereto as Exhibit B. The Chamber may begin setup of the Festival, no earlier than 8:00 a.m., on July 3, 2016 and the Chamber shall take down and remove from Pioneer Park all Festival equipment, furnishings, and supplies by 5:00 p.m. on July 12, 2016.

The activities include the service of alcoholic beverages during the operation of the Festival. The Chamber shall be responsible for complying with all federal, state, and local laws and ordinances governing the purchase, sale, and delivery of alcoholic beverages, including but not limited to obtaining all permits and licenses required by the Illinois Liquor Control Act. This is the grant of a bare license for the Chamber to use Pioneer Park to conduct the Festival in a manner not inconsistent with this Agreement. This license does not grant to the Chamber any interest in the real property of Pioneer Park or any other Park District property.

3. **NOT A JOINT VENTURE-NO THIRD PARTY BENEFICIARIES.** The license granted in this Agreement is not intended to, and does not, create a joint venture between the Parties. This Agreement is between the named Parties only and does not create any duties or benefits to any individuals or entities not named as Parties hereto.

4. **ADMINISTRATION AND SUPERVISION OF EVENT.** The Park District is not responsible for the planning, conduct, operation, or management of the Festival. The Chamber is responsible for planning and conducting the Festival, including but not limited to set-up, parking, security, and traffic control, public safety, waste removal, and take down. The City and Chamber shall provide to the Park District, at least thirty (30) days prior to the start of the Festival, an Emergency Plan, which shall include, but shall not be limited to, a plan for decision makers to determine whether to postpone portions of the Festival due to weather conditions, and an emergency evacuation plan. Within twenty-one (21) days following the completion of the Festival, the City and/or its contractors shall repair any damage to Pioneer Park related to the conduct of the

Festival; the areas to be repaired shall be mutually agreed upon between the City's Director of Public Works and the District's Executive Director.

5. **COMPLIANCE WITH LAWS, MUNICIPAL ORDINANCES, PERMITS, POLICIES, RULES AND REGULATIONS.** The City and the Chamber agree they shall comply at all times with all State and Federal laws, municipal ordinances, codes, permits, policies, rules and regulations applicable to the Festival and the planning thereof. The City and the Chamber shall also require all sponsors, concessionaires, artists, volunteers, and contractors involved in the planning, administration, or participation in the Festival to agree to comply with all such laws, ordinances, codes, permits, policies, rules and regulations.

6. **INDEMNIFICATION.** To the extent permitted by law, the City and the Chamber, individually and collectively, hereby indemnify and hold harmless the Park District, its elected officials, employees, officers, volunteers, agents, and contractors, from all claims, injuries, and damages that may occur or accrue due to the acts or omissions of the City and/or the Chamber arising from the Festival and/or the license granted under this Agreement. This duty to indemnify and hold harmless the Park District shall survive the expiration or termination of this Agreement.

7. **INSURANCE.** Prior to the start date of the Festival, the Chamber shall obtain insurance of the types and in the amounts listed below.

- a. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.
- b. Liquor liability and Dram Shop liability coverage with a limit not less than \$1,000,000 per occurrence. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of BCG's insurance and shall not contribute with it.

- c. Business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each

accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

- d. Workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. The Chamber waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Chamber's activities.

The Chamber shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

- e. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.
- f. Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Chamber may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
- g. The Chamber shall cause each contractor or subcontractor employed by the Chamber to purchase and maintain insurance of the type specified above.

When requested by the Park District, the Chamber shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

8. **DURATION.** This Agreement shall be in effect from the date the last of the undersigned parties signs it and shall remain in of six months.

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

10. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior understandings, agreements, discussions, or representations, whether written or oral, with respect to such subject matter. This Agreement cannot be varied, modified, waived, or amended except in a writing executed by both Parties to this Agreement. Each Party to this Agreement acknowledges that it has not executed it in reliance on any promise, representation, inducement, or warranty that is not contained herein.

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

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

13. **GOVERNING LAW**. This Agreement will be governed by and subject to the laws and exclusive jurisdiction of the courts of the State of Illinois, County of DuPage.

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

if to the Park District: West Chicago Park District
Attn: Melissa L. Medeiros
201 W. National Street
West Chicago, IL 60185

if to the City: City of West Chicago
Attn: City Administrator
475 Main Street
West Chicago, IL 60185

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

15. **SEVERABILITY**. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

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

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

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

19. **VOLUNTARY UNDERTAKING; LEGAL REPRESENTATION**. The Parties acknowledge that this Agreement is executed voluntarily by each of them, without duress or undue influence on the part of, or on behalf of, either of them. The Parties further acknowledge that they have, or have had the opportunity for, legal representation in the negotiation of, and in the performance of, this Agreement by counsel of their choosing, and that they have read this Agreement, have had it fully

explained to them by their respective counsel, and that they are fully aware of, and understand the contents of, and the consequences and effect of, this Agreement.

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

21. **FURTHER ASSURANCES**. The Parties hereto agree to make, execute and deliver all further instruments and documents reasonably necessary or proper to fully effectuate the terms, covenants and provisions of this Agreement. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

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

23. **COUNTERPARTS**. This Agreement may be signed by the parties in counterparts, both of which when taken together shall be deemed an original Agreement.

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

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

WEST CHICAGO PARK DISTRICT

Dated _____

By: _____

Its

ATTEST

Secretary

CITY OF WEST CHICAGO

WESTERN DUPAGE CHAMBER OF
COMMERCE

Dated _____

Dated _____

By: _____
Ruben Pineda

By: _____

Its Mayor

Its

ATTEST

ATTEST

City Clerk
4825-7235-4863, v. 1

RESOLUTION NO. 16-R-0008

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FUNDING AGREEMENT WITH THE WESTERN DUPAGE CHAMBER OF COMMERCE TO SUPPORT THE 2016 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 2016 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 15th day of February 2016.

AYES: 10

NAYES: 0

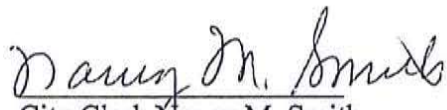
ABSTAIN: 0

ABSENT: 4



Mayor Ruben Pineda

ATTEST:



City Clerk Nancy M. Smith



Exhibit A
Funding Agreement for 2016 Railroad Days

THIS AGREEMENT is made and entered into on the 15th day of February, 2016, 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 scheduled July 7 – 10, 2016 (hereinafter referred to as "Festival") at Pioneer Park, 479 W Forest Avenue, 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, musical acts, a fireworks display, a beer garden, and a parade, with the necessary infrastructure and marketing to support such; the City will provide \$80,000 for 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, 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 "A".
2. The services which the Chamber will perform include, but are not limited to, planning, organizing and supervising the Festival, making arrangement for the Festival site, negotiation of contracts with responsible independent contractors or vendors, applying for all permits and licenses, and complying with all insurance requirements. One supervisor of the Chamber shall attend and supervise the entire Festival. The Chamber agrees to pay or have paid all contractual obligations associated with the Festival, to coordinate and certify required Bassett training for all volunteers working with the beer tent, and to obtain all required licenses and deposits; copies of all invoices, receipts and checks to vendors shall be provided prior to the City making the payment as detailed in 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. 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) \$30,000 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) \$10,000 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 for expense receipts no less than \$80,000, together with its final written report including a summary financial report following the format and level of detail of Exhibit "B" 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 for 2016.
 - B. Providing the following in-kind services with approval of the City Administrator:
 1. The Public Works Department will provide barricades and ensure water hook-up.

2. The Police Department will provide security during hours of operation of the Festival and for one hour before and after the approved hours of operation.
 3. The Community Development Department will provide inspectors for inspection of all carnival type rides and vendors and for inspection of the general layout of site.
 4. The City will waive associated application and permit fees.
 5. The City will work with Groot Industries to provide a garbage dumpster.
 6. The City will provide traffic management on all public streets.
 7. The City will secure site for compliant fireworks display.
 8. The City will provide rolling street closures associated with the parade.
 9. The City will assume reasonable expenses related to restoration charges resulting from damage of Festival grounds at Pioneer Park.
 10. The City will maintain Premier membership level with Western DuPage Chamber of Commerce in 2016.
-
4. The Chamber has no stated management fee, but reserves the right to plan and manage the event and enjoy the exclusive benefit of any profit resulting from such.
 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, and accounting of expenses of not less than \$80,000 related to the Festival accompanied by copies of invoices, receipts and checks to 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 31st – 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 29th – Attend an Application Review meeting to be scheduled by the City.
 - June 30th - Submit written confirmation of scheduled inspections from Community Development Department, West Chicago Fire Protection District and the DuPage County Health Department. Written confirmation shall be provided that all carnival workers have had their required background checks by this date. If there is a beer tent, written confirmation shall be provided that indicates that 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 of West Chicago and the West Chicago Park District and their directors, officers, agents and employees from and against any and all claims, demands, actions, causes of action and other liabilities and expenses, including but not limited to attorney's fees, arising out of or in connection with the Festival, including but not limited to any such claims that may be asserted by any employees of the Chamber, any contractor, vendor or other service provider for the Festival. This indemnification provision shall survive the term of this agreement or any cancellation or abandonment of the terms and conditions contemplated herein.

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

The Chamber hereby agrees that any and all work conducted at the Festival site shall be performed in accordance with all applicable laws of the City to provide a safe working environment for the Festival workers, volunteers and general public. Furthermore, the Chamber agrees to secure by means of contract/agreement with vendors for fireworks and carnival to provide additional insurance coverage as primary as respects the City, West Chicago Park District and the West Chicago Fire Protection District and their respective officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, the West

Exhibit "A"
Railroad Days Requirements

Festival

The Festival, known as Railroad Days, shall be scheduled from July 7 – 10, 2016 at Pioneer Park, 479 W. Forest Avenue.

There shall be no entrance fee for the Festival.

The Festival shall, at a minimum, include entertainment on a main stage, a four-day carnival, a beer garden, a fireworks display 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 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 Garden

Beer sales shall be provided during the Festival. Beer garden hours of operation shall be as follows, with modifications by the Chamber as determined necessary, but with hours to be extended no later than 11:00 p.m. on any date. Furthermore, ticket sales shall end one hour prior to closing and service shall end ½ hour before 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 11:00 p.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 11:00 p.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.
- Direct mail piece to include event schedule to all households in West Chicago, plus the digital file of this piece will be provided to the City.
- Signage along major entrances into the City of West Chicago.

Exhibit "B"
Post Event Financial Report

See attached.

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

	Date	Name	Memo	Amount	City
Ordinary Income/Expense					
Income					
Railroad Days Revenue					
Beer Garden Revenue					
	07/24/2012	West Chicago Park District	Beer Garden Revenue from ticket sales	24,672.00	
				24,672.00	3,204.99
Total Beer Garden Revenue					
Carnival Revenue					
	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	
				30,091.50	15,045.75
Total Carnival Revenue					
Food Vendor Fees					
	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	
	06/29/2012	Genoa Italian Concessions	Food Vendor Railroad Days	1,330.00	
	06/29/2012	Din Hua Asian Cuisine	Food Vendor Railroad Days 2012 w/mbrshp dis	695.00	
	06/29/2012	Sonia, Inc.	Food Vendor Railroad Days 2012	695.00	
	06/29/2012		Oak Ridge Ranch Amusements, Inc. Food Ver	200.00	
	06/29/2012		John's Rubhouse	695.00	
	07/03/2012		Jambal Juice	695.00	
	07/09/2012	Mid City Cocktail & Supper Club	Food Vendor Railroad Days	676.00	
	07/09/2012		Kahunas, Inc.	959.00	
	07/11/2012	Buffalo Wild Wings	Food Vendor	695.00	
	07/11/2012	Buffalo Wild Wings	Membership Discount	-100.00	
	07/11/2012	Buffalo Wild Wings	Electricity extra 110	50.00	
	07/12/2012		Oakridge Trailers	1,160.00	
				9,019.00	
Total Food Vendor Fees					
Non-food Vendor Fee					
	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	SDJ - 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	285.00	
	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 AP9597Z	395.00	
	06/18/2012		Always Nuis, 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	
	06/18/2012		Non-Food Vendor Fee: Railroad Days	295.00	
	06/20/2012	Bloom Children's Center	Renewal by Andersen Exhibitor Booth	395.00	
	06/25/2012		D. F. Earley	175.00	
	06/28/2012		Kumon Learning Center	295.00	
	06/27/2012		Non-Food Vendor Fee: Railroad Days	175.00	
	07/03/2012	Naper Settlement	Feather Creations AP 381000	395.00	
	07/03/2012		Judy's Business Exhibitor for Railroad Days	395.00	
	07/08/2012		Lakeside Deskjns	395.00	
	07/09/2012		Crystal Themes	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	136.50	
				7,659.00	
Total Non-food Vendor Fee					
Sponsorship					
	04/30/2012	Silverleaf Resorts, Inc.		1,500.00	
	04/30/2012	Silverleaf 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	SDJ - West Chicago	Main Stage Sponsor 2012 Railroad Days	1,500.00	
	05/29/2012		Armway Railroad Days Sponsorship	5,000.00	
		Superior Beverage	Sponsor	4,000.00	
	06/28/2012		Insure One	2,000.00	

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

	Date	Name	Memo	Amount	City
	07/05/2012		Intersport, Inc. (Galco)	6,000.00	
		Sponsor Chicago	Sponsorship Commission (17%)	(3,145.00)	
Total Sponsorship Railroad Days Revenue - Other				16,605.00	4651.25
	02/22/2012		First installment from City of West Chicago	30,000.00	
	05/30/2012		City of West Chicago	20,000.00	
	06/20/2012		3rd installment	20,000.00	
	07/23/2012	City of West Chicago	remainder of contract payment following final re	10,000.00	
Total Railroad Days Revenue - Other				80,000.00	22,901.89
Expense:					
Railroad Days Advertising					
	05/09/2012	DuPage Veterans Foundation	Ads in the Veterans Foundation Program May 2	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	BW ads week of festival	355.80	
	06/21/2012	Next Media	Railroad Days: Radio Ads	1,100.00	
	06/26/2012	The Village Chronicles	Two Full Page Ads for Railroad Days	985.00	
	07/03/2012	Digital Jockey Corp	Production of Comcast Commercial Advertisem	300.00	
	07/05/2012	The Winfield Register	1/4 page advertisement	159.85	
	07/05/2012	3e Marketing Communications	City Newsletter Advertising	1,130.00	
	07/18/2012	Aubrey Sign Company	Signage	800.10	
	08/09/2012	Chicago Tribune	EZ Target Ad	452.60	
	07/18/2012	R&M Specialties, LTD	Sponsor / Event T-shirts	872.78	
Total Advertising				10,465.13	10,465.13
Beer Expense					
	06/26/2012	Party Central Warehouse	Tent, lights, tables & chairs	1,311.75	
	06/29/2012	Hoving PA Shop Inc.	Santallen (11 Units)	1,129.48	
	07/18/2012	Superior Beverage	Cost of beer, other alcohol, cups, and waiter	7,045.80	
	07/16/2012	Centina Premier Co., Inc.	Cups	750.00	
	07/24/2012	West Chicago Park District, Inc.	166 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				21,467.02	
Chamber Non-qualifying expenses					
	06/28/2012	Dwayne Hill	Thursday and Sunday Entertainment	900.00	
	07/13/2012	The Vinyl Highway Band	Thursday evening entertainment	1,500.00	
	07/14/2012		Sunday: Beez Needs Band	600.00	
	07/14/2012		Backline for Sunday: Drums	200.00	
	07/23/2012	Holiday Inn & Suites	Room for Dwayne Hill entertainer: Thursday eve	316.33	
Total Chamber Non-qualifying expenses				3,416.33	
Chamber Vendor Expense					
	06/26/2012	Party Central Warehouse	Chamber expense for food and non-food vendo	2,916.00	
Total Chamber Vendor Expense				2,916.00	
Commission - Sponsorship Sales					
	07/24/2012	Sponsor Chicago - Norine Smyth	Galco, Insura One, Amway & Silverleaf Sponst	2,465.00	
Total Commission - Sponsorship Sales				2,465.00	
Contract support					
	07/18/2012		Redeem 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	Civil Air Patrol Squadron	Traffic control and other services	1,250.00	
Total Contract support				17,083.75	2,038.00
Entertainment					
Qualifying entertainment only FVSAL					
	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 Fr	760.00	
	03/16/2012	Flying Dinosaur Entertainment, Inc.	Deposit Entertainment	1,000.00	
	04/02/2012	Cleus Productions	Deposit for Kevin Chaffon's Journey Experien	4,000.00	
	06/28/2012	Five Alarm Fireworks Co.	Fireworks	7,500.00	

Western DuPage Chamber of Commerce
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	Date	Name	Memo	Amount	City
	00/28/2012	Clique Productions	Final Payment In full	3,500.00	
	08/28/2012	Blue Moon Swamp	Final Payment In Full	750.00	
	08/28/2012	Dwainy Hll	Entertainer	900.00	
	07/13/2012	The Cavem Beat	Band Payment first and final	2,400.00	
	07/13/2012	Kudge	Band Drippin Tools	450.00	
	07/14/2012	Hearfield Band	Saturday 8 PM	2,500.00	
	07/14/2012		Dinner for Journey Band; John & Tony's	204.38	
	07/14/2012		Tee for Journey Band; D&D	7.28	
	07/14/2012		Beer for Journey Band; Extra Value (Contract R	18.15	
	07/14/2012		Kalio Colek; Saturday 6 PM	1,000.00	
	07/14/2012		Flyk Impulsa Band; Saturday 5 PM	400.00	
	07/23/2012	Holiday Inn & Suites	Room for Dwainy Hll entertainer	316.33	
Total Entertainment				26,694.12	26,694.12
Infrastructure					
	05/24/2012	American Mobil Staging, Inc.	Deposit for Stage (50%) balance due at event	2,000.00	
	08/28/2012	Party Central -Warehouse	Tents, tables, chairs, lights ECT	4,248.00	
	08/28/2012	Gen Power Inc.	Generators and electrical wiring	5,430.00	
	08/28/2012	Hoving Pit Slop Inc.	Spiritation	3,086.40	
	08/28/2012	RJ Recording	Sound and lights	10,000.00	
	07/03/2012	American Mobil Staging, Inc.	Stage (Final 50%)	2,000.00	
	07/24/2012	West Chicago Park District, Inc.	Fuel expense; Generators	1,784.02	
	07/30/2012	Paul & Linda Woodrum	Trailer rental; 1/2 previous agreement to help ci	350.00	
	07/30/2012	Santo Inno Jr.	Trailer Rental; 1/2 Previous rental to support co	315.00	
Total Infrastructure				29,208.02	29,208.02
Parade					
	07/09/2012	DuPage Shrine Club		400.00	
	07/09/2012	Medinah Antique and Special Car Club		0.00	
	07/09/2012	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 Bugle Corp.		900.00	
	07/09/2012	Tebala Air Squadron		0.00	
	07/09/2012	West Suburban Home School Band		500.00	
	07/09/2012	West Suburban Shrine Club Roaring 67s		500.00	
	08/08/2012	John's Midwest Awards	Parade Awards	139.10	
	07/25/2012	Chil Air Patrol Squadron	Parade Honorarium and management assistant	750.00	
Total Parade				5,469.10	5,469.10
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	52.65	
	07/18/2012	Lang Ice Company	Ice and cooler	350.00	
	07/18/2012	State Bank of Illinois, Inc.	Mooring Pal Joey's	40.00	
	07/24/2012		Replace stolen chairs; Receipt	129.28	
	07/24/2012	Purchased from Din Hua (not allowed to sell)	Soda & water for volunteers and entertainment	50.00	
	07/27/2012	Sam's Club		158.69	
Total Supplies				1,566.62	1,566.62
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	3,000.00	3,000.00
Total NET cash funding		City of West Chicago	Contract of \$50,000 less Revenue Share		\$75,469.99
Qualifying expenses, not funded by City					\$18,362.98