

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## NOTICE

### PUBLIC AFFAIRS COMMITTEE

**Monday, November 26, 2018  
7:00 P.M. – Council Chambers**

### AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
  - A. Public Affairs Committee of October 22, 2018
3. Public Participation / Presentations
4. Items for Consent
  - A. Resolution No. 2018-R-0095 – Phalen Consulting Inc. for Museum Management Services
  - B. Resolution No. 2018-R-0096 – Contract with B&F Construction Code Services Inc. for Plan Review and Inspections Services for a four year period beginning January 1, 2019
  - C. 2018 Mexican Independence Day Festival Final Report, Mexican Cultural Center DuPage
  - D. Mexican Independence Day Festival Request for Increased City Funding 2019
  - E. Pro-Life March, St. Mary's Parish
  - F. West Chicago Food Festival, Event Summary and Considerations for 2019 Event
  - G. Ordinance No. 2018-O-0055 – An Ordinance Modifying Chapter 4, Article I, Building Code, of the Code of Ordinances of the City of West Chicago.
5. Items for Discussion

475 Main Street  
West Chicago, Illinois  
60185

T (630) 293-2200  
F (630) 293-3028  
[www.westchicago.org](http://www.westchicago.org)

Ruben Pineda  
MAYOR  
Nancy M. Smith  
CITY CLERK

Michael L. Guttman  
CITY ADMINISTRATOR

6. Unfinished Business
7. New Business
8. Reports from Staff
  - A. West Chicago Police Department October Monthly Report
9. Adjournment

DRAFT

MINUTES

PUBLIC AFFAIRS COMMITTEE

Monday, October 22, 2018 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 Brown, Hallett, Birch Ferguson and Swiatek.

Alderman Gagliardi was not present.

**2. Selection of Vice Chairman.**

Alderman Hallett was nominated as the Vice Chairman of the Public Affairs Committee, Alderman Birch Ferguson made a motion, seconded by Alderman Switek and the vote was unanimous for approval

**3. Approval of Minutes.**

**A. Public Affairs Committee Minutes of June 25, 2018.** Alderman Birch Ferguson made a motion, seconded by Alderman Hallett to approve the minutes of the Public Affairs Committee meeting with no changes. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson and Swiatek. Voting Nay: 0. Motion carried.

**4. Public Participation / Presentations.**

**A. Ryan Keiler, Stroke Education Coordinator.** Mr. Keiler reviewed the packet (attached). The committee unanimously voted to send this item to council.

**5. Items for Consent.**

**A. 2018 Railroad Days Festival – Final Report.** Alderman Hallett made a motion, seconded by Alderman Birch Ferguson to direct this item to City Council for approval. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson and Swiatek. Voting Nay: 0. Motion carried.

**6. Items for Discussion.**

**A. Dangerous Dog Ordinance.** The committee unanimously agreed to wait until the new ordinance takes effect January 1<sup>st</sup>, 2019 to review and revisit the issue.

**7. Unfinished Business.**

**8. New Business.**

**9. Reports from Staff.**

- A. West Chicago Police Department Monthly Reports
- B. Demonstration of Crime Reports. Chief Uplegger demonstrated how to use the website and how to obtain crime reports in the area being searched.
- C. Body Cameras. Committee gave direction to staff to send this item to City Council for review.

- 10. Adjournment.** Alderman Hallett made a motion to adjourn, seconded by Alderman Brown. The motion was approved by voice vote, and the meeting adjourned at approximately 8:11pm.

Respectfully submitted,

*Yahaira Bautista*

Administrative Assistant to Chief of Police  
West Chicago Police Department



# CITY OF WEST CHICAGO

## PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

A Resolution to approve a contract with Phalen Consulting Inc. for City Museum management services beginning January 1, 2019.

Resolution 2018-R-0095

**AGENDA ITEM NUMBER:**

4. A.

**FILE NUMBER:****COMMITTEE AGENDA DATE:** November 26, 2018**COUNCIL AGENDA DATE:****STAFF REVIEW:** Tom Dabareiner, AICP**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE****SIGNATURE****ITEM SUMMARY:**

The contract with Phalen Consulting, which supplies City Museum management services, is two-years old. The contract contains a provision that would allow it to remain valid until terminated, unless a request from either party comes forward to renegotiate. Phalen Consulting requested a fee increase and that opened up the contract for discussion.

As proposed, the annual fee would increase 5% to \$88,200. Other components of the contract were tweaked to improve reporting procedures, meet current insurance requirements, and update the Museum Director's goals. Also, the Collections Policy (Attachment D) was updated to reflect that there are no City staff members employed in directly managing or working for the City Museum and to define the Museum loan process.

Phalen Consulting has been managing the City Museum since 2012.

A copy of the contract is attached to the Draft Resolution.

**ACTIONS PROPOSED:**

Recommend approval of the contract with Phalen Consulting, Inc. for City Museum management services for a period beginning January 1, 2019.

**COMMITTEE RECOMMENDATION:****Attachments:**

Draft Resolution 2018-R-0095 with Draft Contract



RESOLUTION NO. 2018-R-0095

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

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor and City Clerk are hereby authorized to execute and the City Clerk is authorized to attest a certain Contract between the City of West Chicago and Phalen Consulting, Inc. for museum management services for a two year period not to exceed \$88,400 annually, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this \_\_\_\_\_ day of December, 2018.

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

NAYS: \_\_\_\_\_

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

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

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

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





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

This Agreement (hereinafter "AGREEMENT") is entered into this \_\_\_ day of December, 2018 between the City of West Chicago, an Illinois Municipal Corporation, (hereinafter "CITY") with offices located at 475 Main Street, West Chicago, Illinois 60185, and Phalen Consulting, Inc. (hereinafter, "PHALEN") with offices located at 787 Hickory Lane, West Chicago, Illinois 60185.

**RECITALS**

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

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

WHEREAS, the CITY desires to have PHALEN provide professional consulting services in the operation of the MUSEUM and employ its expertise in operating educational facilities and programming to create new and exciting ways to present the history and culture of the CITY and to preserve and care for the approximately 34,000 item collection which the CITY holds in public trust; and

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

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

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

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

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

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



community through research, programs and exhibits”.

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



responsible for protecting and presenting said furniture and equipment. CITY shall be responsible for the maintenance agreements for all equipment (e.g. copier, two computers, microfilm reader and software). CITY shall be responsible for the replacement of said furniture and equipment when needed as solely determined by the CITY. Requests for furniture and equipment replacement, and for any software additions or upgrades, must be made in writing by PHALEN by October 1<sup>st</sup> of each year for purchase in the subsequent fiscal year, notwithstanding an emergency, and approved by the CITY in writing prior to the purchase.

1.5.1 CITY shall continue to maintain MUSEUM computer files on a server and provide technical support, to the extent maintenance and support is currently provided.

1.5.2 PHALEN shall promptly report in writing to the Director of Community Development and the current City staff member as applicable, any problems with the condition and/or operation of any furniture or furnishings. PHALEN shall promptly report in writing to the Director of Community Development, the Director of Administrative Services and the IT Manager, any problems with the condition and/or operation of equipment, which should include all requests for equipment maintenance or repair.

1.5.3 PHALEN shall not add any software products, upgrades, applications or make any other changes to computer equipment without prior written authorization of the CITY.

1.6 Operating Supplies: PHALEN shall provide, at its own cost and expense, all necessary office and museum-related supplies needed in order to provide the required services under the AGREEMENT.

1.7 Custodial Services, Facility Maintenance, Security and Utilities: CITY shall continue to provide custodial services, building maintenance, ordinary utilities, security services and capital improvements as needed and as determined by the CITY for all four buildings comprising the MUSEUM.

1.7.1 PHALEN shall notify the CITY of any building maintenance issues that arise. CITY shall use its best efforts to timely notify PHALEN of any work that is done to remedy any building maintenance issues.

1.7.2 City, or PHALEN if designated in writing and with at least seven (7) days notice, shall be responsible for the completion of the monthly maintenance and safety checks as required by the CITY by the 5<sup>th</sup> of each month and shall immediately thereafter transmit the required documentation to the Facilities Management Superintendent. Any and all issues that arise out of these checks must be reported to PHALEN within five (5) business days of completion. PHALEN shall have five (5) business days to remedy any violations.



- 1.8 Other City Services: The CITY shall allow PHALEN, for purposes of operating the MUSEUM and otherwise carrying out its responsibilities under this AGREEMENT, to have MUSEUM information uploaded to the CITY website; to use the GIS; and to provide the CITY marketing materials and information to publicize the MUSEUM. PHALEN may also use certain equipment at City Hall including the copier, postage meter and folding machine. Any additional requests for CITY services or to use CITY equipment shall be made in writing to the CITY. PHALEN shall not use said outlets for any use not approved by the CITY.
- 1.9 Additional Alterations: PHALEN shall not, without the prior written consent of the CITY, make any alterations, improvements or additions to the MUSEUM buildings. Such alterations shall be requested by PHALEN in writing. The CITY'S refusal to give said consent shall be conclusive. The CITY has the sole authority to give consent to any non-structural changes, including, but not limited to installation of shelving units and modification existing fixtures. It shall be PHALEN'S responsibility to provide assurance that all improvements are consistent with the MUSEUM building's status on the *National Register of Historic Places*.
- 1.9.1 With prior written approval of the CITY, PHALEN may make agreed upon alterations using volunteer or paid labor of choice. The CITY is not responsible for any costs associated with PHALEN's election to do so and the alterations, improvements or additions done to the MUSEUM buildings.
- 1.10 Right of Access: CITY shall be entitled to access to the MUSEUM twenty-four (24) hours a day, without prior notice. CITY staff and agents will record all after-hours building entries by electronic access reporting or on a sign-in tracker at MUSEUM backdoor.
- 1.11 Right of Use: CITY shall be entitled to use MUSEUM facilities for other CITY uses provided twenty-four (24) hours' written notice has been provided to and acknowledged by PHALEN, except in the case of emergencies. PHALEN shall retain the right to object to any Right of Use request by CITY solely for conflicts arising from scheduling or concurrent programming, except in the case of emergencies. Such objection shall not be unreasonably given. CITY shall retain the final say in Right of Use.
- 1.12 Fundraising Board: CITY and PHALEN hereby acknowledge that the FRIENDS was established in 2005 to support the MUSEUM through fundraising efforts. The FRIENDS is not a third-party beneficiary to this AGREEMENT.
- 1.12.1 CITY and PHALEN acknowledge that the purpose of the FRIENDS is fundraising for the MUSEUM. CITY and PHALEN agree that it is neither the intent of this AGREEMENT to grant the FRIENDS any authority over PHALEN as it relates to the MUSEUM'S operations and staff, nor any ability to direct or decide the programming or operations of the MUSEUM,



which shall be at the sole discretion of PHALEN and consistent with this AGREEMENT.

- 1.12.2 CITY and PHALEN acknowledge that the FRIENDS is a 501(c)3 not-for-profit corporation and operates independently through its bylaws.
- 1.12.3 CITY and PHALEN acknowledge that the FRIENDS holds monies that are generated through its own activities and that the MUSEUM, CITY and PHALEN have no control over such monies.
- 1.12.4 CITY and PHALEN acknowledge that the FRIENDS holds monies that are raised through MUSEUM activities and are held in trust for the MUSEUM and its operations in an account separate from the account described in 1.12.3. The MUSEUM, under PHALEN'S direction, shall account to the FRIENDS and the CITY (the latter only as it relates to monies spent on facility improvements) how these monies are utilized.

## **ARTICLE II. OPERATING FEE AND REPORTING**

- 2.1 License Granted: CITY agrees to provide PHALEN an exclusive, non-transferable license to occupy and utilize the space of the MUSEUM, as set forth in this AGREEMENT, at no cost.
- 2.2 Operating Fee: For a period of two (2) years beginning January 1, 2017, the CITY shall compensate PHALEN with an annual Operating Fee of eighty eight thousand two hundred and 00/100 dollars (\$88,200.00) for operating the MUSEUM and otherwise carrying out its responsibilities under this AGREEMENT. CITY agrees to pay PHALEN in twelve (12) equal monthly installments of seven thousand three hundred fifty dollars (\$7,350.00). For purposes of payment, PHALEN shall submit to the CITY an invoice that shall be e-mailed to the CITY no later than six (6) business days prior to the date of the first City Council meeting of each month. Payment to PHALEN shall be made following approval by the City Council. PHALEN agrees to timely deposit, within thirty (30) days of check issue date, all checks issued by the City that are made payable to PHALEN or to People Made Visible. PHALEN agrees to reimburse the CITY for any and all bank fees that are associated with the replacement of lost or stale-dated checks as a result of PHALEN'S failure to timely deposit such checks.
  - 2.2.1 Should one of the parties wish to create a successor agreement, including altering the amount of the operating fee, written notice must be provided to the other party at least ninety (90) days prior to the expiration of the then current term.
  - 2.2.2 Should the agreement be terminated early, CITY shall not be obligated for any further payments (for the remainder of the contract) to PHALEN.

- 2.3 PHALEN shall provide quarterly reports, for each calendar year quarter, to the CITY or before the last day of January, April, July and October, beginning in January 2019. The format of said reports shall be as may be mutually agreed upon by CITY and PHALEN the content shall include, but is not limited to, the following:
- 2.3.1 PHALEN shall provide reports to CITY regarding the number of visitors to MUSEUM exhibits, participants in educational programs, and attendance at events as well as its progress toward achieving the Goals detailed in Attachment B.
  - 2.3.2 PHALEN shall provide reports to CITY regarding revenues from donations, educational programs and events.
  - 2.3.3 PHALEN shall provide reports to CITY detailing all expenditures made from the Operating Fee set forth in Paragraph 2.2, correlating to the suggested budget set forth in Attachment C, which is incorporated into this AGREEMENT by reference.
- 2.4 PHALEN shall annually make a presentation to the applicable Standing Committee of the City Council during the first calendar quarter of each year, reporting on the operations from the past year.
- 2.5 The Director of Community Development will be responsible for AGREEMENT oversight, receiving the quarterly reports from PHALEN, and serving as the primary CITY contact for PHALEN.

### **ARTICLE III. COLLECTIONS**

- 3.1 Collection Ownership: CITY shall retain its ownership of the Museum Collection as the holder of the historic collection in the public trust.
- 3.2 Collection Use: PHALEN shall be given use of the Museum Collection to fulfill its obligations under this AGREEMENT. PHALEN shall act within the current policies of the MUSEUM, as enumerated in the MUSEUM'S Collection Policy set forth in Attachment D, which is incorporated into this AGREEMENT by reference. PHALEN shall utilize the Museum Collection to generate revenues through programming, research fees and other activities that further the mission of the MUSEUM. Fees generated will be held in the MUSEUM trust account supervised by the FRIENDS. Revenues collected shall be included in reporting as stated in Paragraph 2.3.2.
- 3.3 Collection Care: CITY shall have the following responsibilities in connection with the maintenance of the Museum Collection:
- 3.3.1 CITY shall continue to insure the Museum Collection against loss or damage. PHALEN shall assist the CITY in all ways needed to comply with



insurance requirements.

- 3.3.2 CITY shall provide adequate space for the storage and care of the Museum Collection, currently accomplished through the Museum Off-Site Storage facility located at 126 McConnell Street. CITY shall provide PHALEN with one-hundred twenty (120) days notice of any changes to be made in off-site storage of the Museum Collection and a proposed plan for adequate replacement of Collection storage that is consistent with the policies and guidelines of the *American Alliance of Museums* ([www.aam-us.org](http://www.aam-us.org)).

#### ARTICLE IV. LIABILITY AND RISK MANAGEMENT

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



- 4.5 Insurance: PHALEN shall provide the CITY with an original Certificate of Insurance for the term of this Agreement for General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000.

Policy is to contain: the CITY, its officials, employees, agents and volunteers covered as additional insured's as respects to liability arising out of PHALEN'S work including activities performed by or on behalf of PHALEN. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and volunteers. PHALEN'S coverage shall be primary and non-contributory as respects the CITY, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be in excess of PHALEN'S insurance and shall not contribute with it. The Certificate shall also list the CITY as loss payee with CITY named as cancellation notice recipient.

PHALEN shall furnish the City with an original certificate of insurance naming the City, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. If applicable, PHALEN shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

PHALEN shall also provide Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident should PHALEN have any employees. If PHALEN should have any employees, PHALEN shall agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by PHALEN for the City.

- 4.6 Reporting Requirements: PHALEN shall follow policies and requirements of the CITY and IRMA regarding reporting of accidents or other incidents associated with potential liability at the MUSEUM, and shall report accidents and/or injuries to the Director of Community Development within twenty-four (24) hours of the incident.

## **ARTICLE V. TERM AND TERMINATION OF AGREEMENT**

- 5.1 Term. This AGREEMENT shall become effective on January 1, 2019 and may be terminated with cause upon immediate notice or without cause, upon ninety (90) days



prior written notice to the other party.

- 5.2 Suitable Replacement: If PHALEN elects to terminate this AGREEMENT, PHALEN shall be responsible for selecting and recommending a suitable replacement candidate. This recommendation shall not be binding in any way on the CITY.
- 5.3 Automatic Renewal: Beginning on January 1, 2021 and the annual anniversary thereafter, unless either party elects to terminate this AGREEMENT as defined in Paragraph 5.1 or provides notice to renegotiate as defined in Paragraph 2.2.1, this AGREEMENT shall automatically renew for an additional one (1) year.
- 5.4 Surrender of Possession: Upon the expiration of the Term or upon the termination of PHALEN'S right of possession, PHALEN shall forthwith surrender the premises of the MUSEUM, as described in Article I, to the CITY in good order, repair and condition, ordinary wear and tear excepted. Any interest of PHALEN in the alterations, improvements, and additions to the MUSEUM (including without limitation all carpeting or floor covering) made or paid for by CITY or PHALEN, excluding any of the PHALEN'S personal property, shall, without compensation to PHALEN, become CITY'S property at the termination of this AGREEMENT by lapse of time or otherwise, and such alterations, improvements and additions if they are to be relinquished shall be relinquished to CITY in good condition, ordinary wear and tear excepted. If PHALEN holds over after said date, it shall be liable to the CITY in the amount of two hundred dollars (\$200.00) per day for every day or portion thereof that remains.
- 5.5 Surrender of Funds: If this AGREEMENT is terminated early by either party or at the end of the AGREEMENT term, PHALEN shall provide an accounting of any monies provided by the CITY but not yet expended. PHALEN shall remit these funds, less all encumbrances including PHALEN'S fees, within thirty (30) days of the termination date of this AGREEMENT. If PHALEN holds over after said date, it shall be liable to the CITY in the amount of two hundred dollars (\$200.00) per day or portion thereof that remains.

## ARTICLE VI. GENERAL PROVISIONS

- 6.1 Independent Contractors: The provisions of this AGREEMENT are neither intended to create nor shall any be deemed or to be construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.
- 6.1.1 PHALEN shall not be entitled to participate in any plans, arrangements, or distributions by the CITY pertaining to or in connection with any pension, insurance, or similar benefits for CITY employees. In addition, the CITY shall have no responsibility for withholding income tax, social security tax, or unemployment insurance from the compensation paid to PHALEN. PHALEN'S compensation shall be reported on IRS Form 1099, or such

successor and/or additional forms as may be required from time to time by the United States Internal Revenue Service.

6.1.2 PHALEN is retained by the CITY only for the purpose and to the extent set forth in this AGREEMENT, and its relation to the CITY during the period or periods of this AGREEMENT and services hereunder, shall be that of an independent contractor, and it shall not be authorized to act as agent, employee, servant or officer of the CITY. Sara A. Phalen, sole shareholder of PHALEN, shall be free to dispose of such portion of her time, energy, and skill during such hours as she is not performing services for the CITY in such manner as she sees fit and to such persons, firms and corporations as she sees advisable.

6.1.3 PHALEN shall provide a W-9 form to the City as required for independent contractors.

6.2 Entire Agreement: Modification: This AGREEMENT contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This AGREEMENT may not be amended or modified except by mutual written agreement.

6.3 Compliance with Applicable Law: Each party agrees to comply with all applicable local, state and federal law.

6.4 Governing Law and Jurisdiction: This AGREEMENT shall be construed in accordance with the laws of the State of Illinois. The parties agree that the exclusive venue for resolving any disputes arising from or under the terms of this AGREEMENT shall be in the 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois.

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

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

If to PHALEN:

Phalen Consulting, INC  
c/o Sara A. Phalen  
787 Hickory Lane  
West Chicago, Illinois 60185



If to the CITY:

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

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

- 6.7 Waiver: A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 6.8 Captions: The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this AGREEMENT.
- 6.9 Assignment; Binding Effect: CITY shall not assign or transfer, in whole or in part, this AGREEMENT or any of CITY'S rights, duties or obligations under this AGREEMENT without the prior written consent of PHALEN, and any assignment or transfer by CITY without such consent shall be null and void. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.
- 6.9.1 PHALEN shall not assign or transfer, in whole or in part, this AGREEMENT or any of PHALEN'S rights, duties or obligations under this AGREEMENT without the prior written consent of the CITY, and any assignment or transfer by PHALEN without such consent shall be null and void. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

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

For:  
City of West Chicago

For:  
Phalen Consulting, Inc.

\_\_\_\_\_  
Michael Guttman, City Administrator

\_\_\_\_\_  
Sara A. Phalen

Date \_\_\_\_\_

Date \_\_\_\_\_





## Attachment B

### Responsibilities of Director/Curator and Institutional Goals

Director/Curator will oversee the management of the museum collection, archival materials and objects, including acquisition, preservation and exhibition of items. Provide leadership, coordination and supervision for support staff and volunteers. Average 25 hours of work a week.

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

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

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

### Organize the Summer Passport Program

- Prepare Passport page for museum and additional advertising page for Depot open days and other events and distribute Passport
- Prepare Passport worksheet for visitors to use in museum
- Collect passports turned in and provide certificates

→Goal: Attract 75 additional visitors to the museum and community through the program, the majority of which from out of town

### Exhibits/Displays

- Present and exhibit variety of collection for the public to readily view in the museum and in at least two community locations annually
- Research and create new displays
- Enhance current displays

→Annual Goal: Present at least one new large exhibit

→Annual Goal: Enhance the exhibit in the CB&Q Depot which is open to the public twelve Saturdays during the summer months.

→Annual Goal: During FY2019 and FY2020 design and erect two outdoor sign boards to attract historic tourism

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

### Volunteers

- Recruit, train, and schedule

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

## Building Maintenance

Work with the CITY on buildings' maintenance, upgrades and repairs

→Annual 2019 goal: Work with Public Works Department and Community Development Department on assessing building repairs, including but not limited to the roof of the museum.

## Collection

- Maintain records and accession all new artifact donations
- Maintain collection database
- Properly store or display new artifacts
- Continue progress on full museum collection inventory
- Work towards digitization of museum collection

→Annual goal: utilize support staff to reduce backlog of artifact accessioning by 50% each year, with the long-term goal of resolving backlog over the next two years

→Annual goal: processing at least 75% of the temporary receipts received for item donations

→Annual goal: digitizing 10% of the collection during inventory process

## Collections Policy

- Update Collections Policy (Attachment D) to identify operation of the City Museum by an independent contractor and not by City employees. This includes eliminating references to “registrar”, “employees”, “staff” and other terms referring to City employment in Attachment D, which is a policy previously approved by the CITY.
- Annual Goal: Update Collections Policy (attachment D) to provide for collection donations that are “born digitally” and donated to the City Museum in digital formats. A plan for proper digital storage shall be drafted by PHALEN for CITY review.

## Research Library

- Maintain the Research Library
- Assist visitors researching topics and supervise researchers using museum materials

→Monthly goal: Serve 10 researchers a month requesting various local history and genealogical information

→Annual goal: process new items into research library

## Communications

- Assist in preparing annual budget and project cost estimates concerning the museum and informing CITY as to amounts that should be included in the upcoming budget.
- Participate in the newsletter advisory group, providing written material on MUSEUM activities.



- Send press releases to newspapers, media, etc. to announce new exhibits and programs
- Establish communications and good public relations within the community.
- Engage with the community through the Friends of the Museum's social media channels and website

#### Grant Writing for Additional Funding

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

#### Programs

- Create or schedule programs of a historical nature to attract more visitors
  - Advertise the programs
- Annual goal: 12 programs open to the public

#### Conferences and Workshops

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

#### Community Events

- Participate in city-wide event committees
- Participate in city-wide events including, but not limited to, Blooming Fest, Mexican Independence Day, Downtown Trick or Treat, Frosty Fest
- Have a physical presence at community gatherings

Attachment C

Working Budget

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

Category	Amount	Description
Staff	\$60,000	Contractual director \$33,500, Other contract support staff (educational coordinator, collections assistant) \$23,500
Training and tuition	\$1,000	Additional education, conferences
Membership dues/Subscriptions	\$1,500	Membership and dues in professional associations, subscription to professional association publications
Printing and binding	\$1,100	Printing costs
Advertising	\$300	Additional advertising
Other contractual services	\$2,000	Consultant fees.
Computer/office supplies	\$1,000	General day to day supplies
Tools & equipment	\$300	Everyday maintenance equipment
Educational exhibitions	\$12,200	Exhibit costs
Educational programming	\$4,800	Programming costs
Miscellaneous commodities	\$1,000	Miscellaneous costs to recognize superior volunteers, exterior decorations (open sign, flower, etc.)
Collection maintenance	\$2,000	Archival materials and other collection care items
Additional arts programming	\$1,000	Continue museum participation and support in artXposium and the West Chicago Artist-in-Residency Program
<b>Total</b>	<b>\$88,200</b>	



## Attachment D

### Collections Policy

#### **I. Statement of Mission and Purpose**

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

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

Where in Attachment D reference is made to Museum Director, it shall also mean Museum employees and volunteers, except where otherwise noted or where the meaning is limited to the role of the Museum Director.

#### **II. Scope of Collection**

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

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

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

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

#### **III. Collection Objectives**

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

- A. Permanent Collections: primary collection comprised of original or unique artifacts or documents of high quality. These are to be accessioned (described, assigned and marked with a unique number) into the permanent Museum holdings.

- B. Education Collection: Non-accessioned items which may be reproductions or originals of lower quality, or any expendable material intended for use in educational programs or used to support exhibits. These items are to be tracked through object numbering but are not accessioned.

#### **IV. Acquisition**

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

Any exceptions to the above criteria must have City's written approval.
- C. Procedure for Acquisition: The Museum has the authority to acquire materials for the collection within the limits of the approved budget. The Museum director has the authority to accept property for the collections. A bill of sale or similar record will be kept to document new acquisitions obtained by purchase.

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

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



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

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

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

#### V. Deaccession

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



will in writing designate the means of disposal. After presentation of the proposed deaccession(s) by the Museum Director to the Public Affairs Committee, the Committee shall either reject the proposed deaccession(s) or recommend the deaccession(s) to the City Council. The City Council shall, with that advice and consent, approve or disapprove of the deaccessioned materials.

D. Means of Disposal:

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

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

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

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

A complete record of deaccessions will be maintained.

## **VI. Loans**

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

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

C. Outgoing Loans: Loans are made to other museums, historical societies, libraries or other organizations, which meet all conditions of the loan agreement by approval of the Museum Director. Loans are made only for educational, cultural or scholarly

purposes, not for private profit-making interests. Loans are to be tracked on the Outgoing Loan Application Form and updated on the City's shared computer drive.

- D. Incoming Loans: Items may be borrowed from any appropriate owner by approval of the Museum Director. Lenders will be acknowledged with proper credit. Borrowed items may be photographed or reproduced for exhibit publicity. Loans are to be tracked on the Incoming Loan Application Form and updated on the City's shared computer drive.
- E. Unclaimed Loans: Loans to the Museum that are unclaimed sixty days after the expiration of the loan period and proper notification to lender, shall be considered abandoned property and as such subject to state law (Public Act 90-0604). The museum may begin procedures to accession or dispose of the objects.
- F. Care: It is expected that the level of care given to objects on loan to the Museum will be the same or greater than that given to objects within its collections. A condition report will be made by Museum Director for each item borrowed or loaned and noted on the applicable Loan Application. This report will be made at the beginning and end of the loan period.

## **VII. Ethics**

- A. Standards: The Museum Director, staff and volunteers shall conduct themselves in a professional manner in accordance with the standards set forth in the AAM's Museum Ethics.
- B. Collecting: From the time of employment, Museum staff and volunteers may not privately collect objects which fall within the Museum collecting scope, thereby competing with the Museum. Should the employee or volunteer purchase an item of potential interest to the Museum, the employee or volunteer must bring it to the attention of the Museum Director. The Museum will have thirty days to purchase the item at the price paid by the employee or volunteer or shall forfeit the right to purchase.
- C. Deaccession: Objects deaccessioned from the collection shall not be sold, given or transferred to the Museum Director, employees or volunteers, City staff, City Council members or their immediate families or representatives unless disposed of in an entirely public manner.
- D. Use of Collection: The Museum collection shall not be used for a non-Museum related purpose.
- E. Personal Gain: The Museum Director shall not use their position with the Museum as a means of obtaining personal gain, unless in an approved manner, for example, performing consultant work for a fee.

## **VIII. Access and Security**



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

- A. Security: Security of the collection will be a priority of the Museum Director. At least one member of the Museum work force will be present in unsecured exhibit areas of the Museum when visitors are present.
- B. Research Use: Appointments are required to access materials within the collections. Researchers must utilize collection materials in the presence of Museum Director during regular hours of work.

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

- C. Reproduction: Reproduction of Museum materials for profit-making ventures may be considered. The Museum Director must obtain written approval from the City in advance. A licensing agreement must be made with the Museum, and all copyright restrictions must be followed.

## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

A Resolution to approve a contract with B& F Construction Code Services Inc. for Plan Review and Inspections Services for a four year period beginning January 1, 2019.

Resolution 2018-R-0096

**AGENDA ITEM NUMBER:** 4.B.

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

**COMMITTEE AGENDA DATE:** November 26, 2018

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

**STAFF REVIEW:** Tom Dabareiner, AICP

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

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

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

**ITEM SUMMARY:**

The current 4-year contract with B&F Construction Code Services, Inc. for plan review and inspection services ends December 31, 2018. In October, staff sought proposals from qualified firms for the next four-year contract and received four responses. The fees consist of hourly or flat rates plus plan review rates. Each proposal presented their rates in a slightly different manner, so staff estimated the base monthly fee given the City's known monthly service expectations. B&F's fees are actual and not estimated. Plan review fees are passed on to the applicant so only the base yearly fee, funded through the General Fund, was considered. The results follow:

<u>Company</u>	<u>Base Fee</u>
B&F	\$345,000
Safebuilt	\$503,360+
HR Green	\$665,600+
TPI	\$503,360+

B&F matched their current fees. They propose to maintain their current fees for the first two years of the contract. After that, increases of up to 3% each subsequent year are proposed. In the most expensive scenario, B&F's fees may reach about \$366,010 in the final year of a four-year contract, still significantly below the current rates for their competition. In addition to code enforcement, they supply building, plumbing, mechanical and electrical inspectors within the same flat rate structure. For all the others, these additional services are an extra cost.

B&F has worked successfully in West Chicago for many years. They made recent changes to in-house supervision to enhance their customer service skills. Their proposal includes free training for key members of City staff related to building codes and plan processing—as the B&F Code Academy is the primary training ground for inspectors in northeastern Illinois, including their competition, this is a highly valued perk.

The draft contract includes a new Penalties section intended to assure coverage and performance, but otherwise mirrors prior contracts. A copy is attached to the Draft Resolution.

**ACTIONS PROPOSED:**

Recommend approval of the contract with B&F Construction Code Services, Inc. for plan review and inspection services for a period from January 1, 2019 through December 31, 2022.



**COMMITTEE RECOMMENDATION:**

**Attachments:**

Draft Resolution 2018-R-0096 with Draft Contract  
B&F Proposal

RESOLUTION NO. 2018-R-0096

A RESOLUTION AUTORIZING THE MAYOR TO EXECUTE A CERTAIN CONTRACT  
BETWEEN THE CITY OF WEST CHICAGO AND  
B&F CONSTRUCTION CODE SERVICES INC.  
FOR PLAN REVIEW/INSPECTION SERVICES AND  
CODE ENFORCEMENT SERVICES

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor and City Clerk are hereby authorized to execute and the City Clerk is authorized to attest a certain Contract between the City of West Chicago and B&F Construction Code Services, Inc. for plan review/inspection services and code enforcement services for a four year period not to exceed \$355,350 annually, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this \_\_\_\_\_ day of December, 2018.

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

NAYS: \_\_\_\_\_

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

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

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

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



## CONSULTING AGREEMENT

B&F Construction Code Services Inc. (hereafter referred to as "B&F") hereby agrees to provide plan review and inspection services to the City of West Chicago (hereafter referred to as "City") from January 1, 2019 through December 31, 2022. These consulting services consist of building plan review, building code inspections and property maintenance inspections. The range of services in this Agreement substantially conforms to the previous Agreement covering calendar years 2015 through 2018. B&F and the City shall hereafter be collectively referred to as the "parties" and individually referred to as the "party".

### A. Personnel

B&F will provide all personnel necessary to successfully undertake the scope of services detailed in Section B of this Agreement subject to the following:

- All B&F staff members will be certified and/or licensed to perform plan review and inspections as required by the City.
- No more than one B&F inspector assigned to the City of West Chicago shall have less than one (1) year of previous experience in one or more of the following disciplines: code enforcement, building inspections, or construction.
- A minimum of one inspector fluent in Spanish will be provided \_at all times throughout the term of the Agreement.
- B&F shall provide three (3) full-time inspectors and one (1) full-time supervisor to West Chicago. The supervisor shall perform the following functions: perform plan reviews, oversee activities of the inspectors, ensure that City direction is carried out regarding inspectional services and assist in completing inspectional services as the need occasionally arises.
- B&F shall also provide additional inspectional staff on an as-needed, on-call basis for plumbing, electrical and mechanical inspections, as well as any other discipline requiring special expertise. B&F shall notify City of any temporary staffing changes (such as due to vacation time or similar circumstances) at least three (3) business days in advance of such changes, except for unplanned circumstances such as illness or emergency. B&F shall notify City of any permanent staffing change at least five (5) business days in advance of such changes being implemented.
- Failure to provide the required personnel by B&F may result in deductions by the City to the monthly fee in an amount commensurate with the time the position remained unfilled. Deductions for a supervisor shall be at a rate of \$ 34.50 per hour. Deductions for an inspector shall be at a rate of \$ 30.10 per hour.

A B&F inspector shall work one (1) evening per month until 7:00 p.m. between April 1st and October 30th as well as one (1) Saturday a month between 8:00 a.m. and 12:00 p.m. (noon) throughout the year, except for City-observed holidays and holiday weekends including Christmas Eve/Christmas, New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving and the day after Thanksgiving. During the term of the Agreement, the inspectors shall perform city-wide inspections of properties to determine property maintenance and other code violations, as well as following up on previously identified property violations. Any newly observed violations shall be promptly processed in accordance with this Agreement.

One B&F inspector shall be present at City Hall to provide counter assistance each afternoon from 3:30 p.m. to 4:30 p.m. Monday through Friday, except when City Hall is closed.

An upper level management employee will be available for emergency call outs 24 hours a day.

B&F senior management staff shall meet with the City's Director of Community Development and his designees to review performance matters on a schedule to be mutually agreed to by the City and B&F, but no less than four times per year.



Prior to starting their assignment with the City and annually thereafter, all B&F personnel assigned to the City shall obtain approval from the City and shall have successfully completed a criminal background check (provided by the City). All B&F personnel assigned to the City will be issued a City ID (identification), and all B&F personnel shall carry the ID and display proper identification at all times while working for the City. City ID badges shall not be worn or displayed when B&F personnel are not working or when not on duty, in accordance with this Agreement. Upon conclusion of employment or tenure with the City, B&F personnel shall return their City ID, access keys, and any other City property.

Further, B&F personnel will be required to:

- Possess valid drivers' licenses, and provide most recent copies of these valid licenses to the City;
- Maintain their own access key card/fobs provided by the City and not share or transfer them to other B&F staff personnel.

Inspectors shall be trained in Incident Command System (ICS) to the same level as all other city response personnel by National Incident Management System (NIMS) standards; inspectors will have a primary role in disaster assessment. Within six months of the signing of this Agreement, or within six months of a new B&F employee being assigned to the City, all inspectors shall complete the following on-line courses:

- IS100 Introduction to ICS
- IS200 ICS for Single Resources and Initial Actions
- IS700 NIMS, An Introduction

These courses are available online at <http://training.fema.gov> and offered at no cost.

Internet access shall be provided by the City to complete this training and to communicate with the public.

In addition to the other provisions made by the City for B&F elsewhere in this contract, the City shall provide the following for B&F:

- Email addresses and access;
- Files and misc. office supplies; and
- Office space including appropriate ancillary facilities.

#### B. Scope of Services

B&F shall provide the following services:

##### Plan Review

B&F shall provide all building code plan reviews for the City. The plans will be reviewed to determine if they are in compliance with the Building, Mechanical, Plumbing, Electric, Accessibility, Life Safety, Fire and Energy Codes that have been adopted by the City. These plan review types include; but are not limited to, single-family (new, remodeling and additions)', multi-family, office, industrial and commercial (new, remodeling, tenant finish and additions) structures and miscellaneous plan reviews (e.g. fences, minor plumbing installations, satellite dishes, decks and swimming pools, etc.). B&F may complete the plan reviews outside of City Hall. B&F shall not review the plans for compliance with engineering, zoning, storm water, special use or the appearance code regulations.

Initial reviews of all plans except for those involving miscellaneous permits shall be completed within nine (9) business days, with subsequent reviews to be completed within five (5) business days. All reviews, including first and subsequent reviews, for Miscellaneous Plan Reviews (as described in the paragraph above) shall be performed within five (5) business days.



Reviews for single-family homes shall use the two-level format. The first level shall have items which shall be corrected on the plan. The second level shall have items which must be field verified.

The City shall transmit all plans to be reviewed to B&F, using the transmittal form in Appendix A, by 4:00 p.m. each day. B&F shall send a copy of each completed plan review to the City as well as to one project contact from the developer or architect.

Building Code Inspections

B&F will perform the inspections listed in Appendix B. The City is responsible for scheduling all inspections and electronically transmitting the schedule to B&F by 4:00 p.m. for the next business day's inspections. Most inspections will be scheduled for morning or afternoon. Some inspections will be time specific since they require coordination with the West Chicago Fire Protection District (hereafter the "District") and/or another City Department.

Inspectors shall use technology, hardware and software provided by the City for entering building inspection results in the field. The inspectors will enter the results using said technology by the end of business on the same day. Equipment and training shall be provided by the City to the B&F staff for any new and/or improved technology, including hardware and software.

Property Maintenance/Code Enforcement Inspections

B&F shall complete the following property maintenance activities during the term of this Agreement:

<u>Activity</u>	<u>Estimated Number Per Year</u>
Rental Inspections	1250
Change of Occupancy Inspections (with District)	600
Service Calls	800
Over-occupancy Inspections	40
Court Appearances	Monthly
Inspections for festivals and not-for profit events	Varies
City-wide inspections ("sweeps")	Every Two Weeks

Each City-wide inspection will provide for a check of the exterior areas visible from the street for all property within the City. Upon completion of each City-wide inspection, B&F inspectors shall provide written verification to the City's Director and Assistant Director of Community Development that said inspection was completed and include a brief summary of the findings and observations. Inspectors shall use technology, hardware and software provided by the City to enter property maintenance inspection results into the system (Pentamation or other software as provided by the City) while in the field. The inspectors will enter the results using said technology by the end of business on the same day. B&F Inspectors shall ensure that all information is up-to-date, accurate, and complete for each property and property file, including entry of information, and providing photographs and other evidence.

Expectations

B&F personnel shall be required to adhere to the timeframes identified in this Agreement, and as directed by City staff, including timely notifications of violations, issuance of citations, and appropriate follow up actions as identified in the City's applicable policies and procedures. B&F shall also be required to adhere to the City's interpretation of applicable code requirements for property maintenance, building, or other applicable codes. B&F shall not implement any new

property maintenance code enforcement provisions without approval from the City's Director of Community Development.

Other Services

B&F shall provide training from the Building and Fire Code Academy at no cost to the City for up to two (2) classes per City staff member per year. This training is designated for the Director of Community Development, the Assistant Director of Community Development and the administrative staff of the Department of Community Development.

B&F inspectors shall attend any legal proceedings as required by the City, such as administrative adjudication and court, which are related to building code, property maintenance code and other code violations.

**C. Plan Review Fee Schedule**

Single Family Homes up to 3,000 square feet (per dwelling unit):	\$635.00
Single Family Homes over 3,000 square feet (per actual square foot):	\$0.20
Single Family Home Additions (per actual square foot):	\$0.133
Minimum fee	\$275.00

Projects at the DuPage Airport shall be invoiced separately using the fee schedule shown in Appendix C.

Commercial and Industrial Plan Reviews are invoiced as shown in the Fee Schedule attached as Appendix D. These plan reviews include; Building, Mechanical, Plumbing, Electrical, Fire Code, and Energy. This does not include engineering, zoning, storm water, special use or the appearance code.

Specialized Commercial and Industrial or Processes (per hour):	\$150.00
Miscellaneous Plan Reviews (per trade):	\$ 25.00

The above fees include unlimited reviews, and there is no charge for subsequent reviews. B&F shall invoice the City upon completion of the first review.

The plan review fee schedules contained in this Agreement are based on the number of building permits issued and assumes a consistent number with the previous year. Should the number and/or type of building permits vary by more than 10% in any given year, the Parties shall negotiate an adjustment in the fee schedule for the subsequent year.

**D. Fees for Inspections**

The fee for all services associated with providing building and property maintenance code inspections is \$345,000 per year effective January 1, 2019 through December 31, 2020. B&F shall invoice the City \$14,375 twice a month. Beginning January 1, 2021, B&F may increase the fee to \$355,350 per year and invoice \$14,806.25 twice per month. Beginning January 1, 2022, B&F may increase the fee by no more than three percent (3%) over the fee invoiced during 2021.

Re-Inspection fees only apply to construction inspections and not property maintenance inspections. After the first construction inspection and re-inspection, B&F may invoice the City for all subsequent construction re-inspections at a rate of \$55.00 per re-inspection.

Should other test and/or inspection be required, those fees shall be applied as mutually agreed to by the Parties.



**E. Insurance**

B&F shall provide an original Certificate of Insurance that maintains coverage limits no less than the following:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
4. Professional Liability Coverage: insurance with not less than \$1,000,000 for each claim with respect to negligent acts, errors and omission in connection with professional services to be provided under the contract, with a deductible not to exceed \$50,000.

The Certificate of Insurance shall also list the City of West Chicago as loss payee. Also, the Certificate of Insurance shall identify that the City, its officials, agents, employees and volunteers are to be covered as additional insured by endorsement as respects; liability arising out of B&F's work, including activities performed by or on behalf of B&F. Coverage to the additional insured shall be primary and contain no special limitations on the scope of protection offered the City. The City shall be named as cancellation notice recipient.

**F. Hold Harmless**

To the fullest extent permitted by law, B&F hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by B&F, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the City, its employees or agents, B&F shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, employees and agents, in any such action, B&F shall, at its own expense, satisfy and discharge the same.

**G. Agreement**

**Term**

This Agreement shall become effective on January 1, 2019 and may be terminated with cause upon immediate notice or without cause, upon ninety (90) days prior written notice to the other party.

**Default**

A Party shall be in default if that party breaches a material term of this Agreement. However, no party shall be in default of its performance of its obligations under this Agreement unless it shall have been provided thirty (30) days' written notice specifically setting forth the alleged default and an opportunity to cure the same. Defaults shall be cured within seven (7) days of receipt of said notice. In the event of default, either party may pursue such remedies as a result thereof as are available at law or equity.

Waiver

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

J. Penalties

Should events occur demonstrating exceptionally poor customer service by B&F staff working in the City, the City may deduct from the monthly payment an amount ranging from \$150 to \$500 per incident at the Director's discretion. Multiple examples of poor customer service at any given location or case may each be considered a separate incident. The Director may take into consideration complaints received, interviews, photographs, prior incidents, and any other relevant information. B&F shall cooperate and not impede the City's investigation or be subject to a penalty ranging from \$150 to \$500 per incident over and above the penalties associated with the customer-service related incidents.

I. Points of Contact

B&F Construction Code Services, Inc.  
Richard A. Piccolo, President  
Telephone: (847) 428-7010 -  
E-Mail: roiccolo@bfccs.org

City of West Chicago

Tom Dabareiner, AICP, Director of Community Development  
Telephone: (630) 293-2205, ext. 140  
E-Mail: tdabareiner@westchicago.org

J. Miscellaneous

The City of West Chicago agrees not to hire an employee of B&F for a period of one (1) year after the employee is no longer employed by B&F. WHEREFORE, the Parties have executed this Agreement as of the date written above, and signify by their signature hereto that they have the authority to execute this Agreement, and intend to be bound by the terms stated herein.

City of West Chicago

B&F Constrction Code Services, Inc.

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

Kenneth Garrett

Name: KENNETH GARRETT

Title: VICE-PRESIDENT

ATTEST:

Subscribed ato and sworn before me  
this 9 day of NOVEMBER, 2018

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

Michelle Bailye  
Notary Public





**REQUEST FOR PLAN REVIEW**

➤➤ TO HELP US SERVE YOU BETTER, PLEASE FILL OUT THIS FORM COMPLETELY. <<

**PROJECT INFORMATION:**

**REQUESTED REVIEWS:**

**FROM:** Client Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Submitted by: \_\_\_\_\_

- Building
- Electrical
- Elevator
- Energy
- Fire Alarm
- Fire Code
- Kitchen Hood & Duct
- Mechanical
- NFPA 101 Life Safety
- Plumbing
- Quote

**PROJECT:** Project Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

- Single Family
  - Building
  - Electrical
  - Energy
  - Mechanical
  - Plumbing

**PROJECT CONTACT:** Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax/Email: \_\_\_\_\_

- Sprinkler
- \_\_\_\_\_
- Three (3) Day Review\*  
 \*additional charge applies

**BILL TO:** Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax/Email: \_\_\_\_\_

**COPY TO:**  \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PLANS DISPOSITION: AFTER ALL REVIEWS/INSPECTIONS ARE COMPLETED, PLEASE:**

- Return plans & specifications **which comply**
- Return **all** plans & specifications
- Discard all** plans & specifications after 30 days
- Stamp** plans as "complied"

**SPECIAL INSTRUCTIONS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

➤➤ PLEASE SUBMIT COMPLETE SETS FOR ALL SUBMITTALS OF CONSTRUCTION DOCUMENTS. <<

## Plan Review Fee Schedule

Building Size	Building Review	Building Plumbing & Mechanical	Building Plumbing Mechanical & Electrical
Up to 60,000 Cubic Ft.	\$347.75	\$ 522.16	\$ 695.50
60,001 to 80,000 Cubic Ft.	\$428.00	\$ 642.00	\$ 856.00
80,000 to 100,000 Cubic Ft.	\$547.70	\$ 818.55	\$1,091.40
100,001 to 150,000 Cubic Ft.	\$625.95	\$ 938.93	\$1,251.90
150,001 to 200,000 Cubic Ft.	\$711.55	\$1,067.33	\$1,423.10
Over 200,000 Cubic Ft.	\$838.00 + 8.00 (per 10,000 Cu. Ft.)	Building Fee x 1.5	Building Fee x 2.0

Footing and Foundation.....25% of Building Review (Minimum \$300.00)

Commercial/Industrial Zoning.....120.00 per 20,000 square feet of site area

### One and Two Single Family Dwellings

Up to 3,200 square feet (including basement)..... \$635.00 per Dwelling Unit

Up to 3,200 square feet (including basement and zoning)..... \$710.00 per Dwelling Unit

Over 3,200 square feet (including basement)..... \$0.198 per Square Foot

Over 3,200 square feet (including basement and zoning) ..... \$0.223 per Square Foot

Elevator Plan Review..... \$300.00 per Elevator Bank

Hood & Duct Plan Review (Type 1) ..... \$300.00 per System

Hood & Duct Plan Review (Type 2) ..... \$200.00 per System

Spray Booth Plan Review ..... \$350.00 per Booth

Miscellaneous Plan Review ..... \$150.00 per Hour (Min. \$300.00)

In-Ground Pool Plan Review.....\$450.00 per Pool

NFPA 101 Plan Review ..... 25% of Building Review (Min. \$300.00)

Priority Express Plan Review ..... x 2.5 of Base Plan Review

HPM, High Hazard, Processing Piping ..... x 1.5 of Base Plan Review

Fire Code..... 50% of Building Review

Energy Code..... 50% of Building Review

## Fire Suppression & Detection Systems

### Fire Suppression Systems

(Includes fire pump, hose stations and standpipes)

Hydraulically Calculated

Number of Sprinklers

1 to 100 \$425.00

101 to 200 \$550.00

201 to 300 \$650.00

301 to 500 \$750.00

Over 500 \$850.00 + \$1.00 each

Modifications (40 or fewer sprinkler heads) \$175.00

### Alternate Fire Protection Systems

Carbon Dioxide/

Clean Agent Systems \$150 to 105 lbs.  
(\$1.00 each pound over)

Fire Alarm \$0.15/sq.ft. - \$200.00 min.

Mods. under 5k sq.ft. \$175

Dry Chemical \$350.00 + alarm fees

Residential systems (NFPA 13D) \$225.00

## Special Services

### Code Writing and Adoption Assistance

Fee based on individual project.

### Water Flow/Backflow/Hydrant Flushing

#### Device Testing

Fee based on quantity and size.

### Safety Training and Disaster Plans

Fee based on individual project.

Estimates upon request.

### Building Department Analysis

Fee based on services needed.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The PLEXUS Groupe LLC 21805 W Field Parkway, Ste 300 Deer Park IL 60010		<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C, No, Ext):</b> (847) 307-6100 <b>FAX (A/C, No):</b> (847) 307-6199 <b>E-MAIL ADDRESS:</b> certificates@plexusgroupe.com	
<b>INSURED</b> B&F Construction Code Services, Inc. 2420 Vantage Dr Elgin IL 60124		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Ohio Security Insurance Company NAIC # 24082 INSURER B: Ohio Casualty Insurance Company NAIC # 24074 INSURER C: Hiscox INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 18-19 All lines, bond REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		BKS (19) 58221917	10/28/2018	10/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAS (19) 58221917	10/28/2018	10/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Collision deductible \$ 1,000/\$1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO (19) 58221917	10/28/2018	10/28/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XWO (19) 58221917	10/28/2018	10/28/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Surety Bond Plumbing			32S414423	9/30/2018	9/30/2019	Bond Limit \$20,000
C	Professional Liability			ANE1451178418	5/13/2018	5/13/2019	Limit/Retention \$2MM/\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of West Chicago, its officials, employees, agents and volunteers are added as additional insured on a primary non-contributory with regards to general liability.

### CERTIFICATE HOLDER

City of West Chicago  
475 Main Street  
West Chicago, IL 60185

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Fawcett III/MNOW

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**B&F CONSTRUCTION CODE SERVICES, INC.**  
**Building & Fire Protection Plan Review**  
**Training • Inspections • Code Consulting**

**CITY OF WEST CHICAGO , IL**

PROPOSAL

FOR

PLAN REVIEW AND INSPECTION SERVICES

**October 16, 2018**

**SUBMITTED TO:**

Tom Dabareiner, AICP  
Director of Community Development  
City of West Chicago  
475 Main Street  
West Chicago, IL 60185



## **SECTION I – B&F CONSTRUCTION CODE SERVICES, INC**

B & F Construction Code Services, Inc., is led by its founder Richard A. Piccolo who has more than forty years in the code enforcement arena. For many years, we have been providing Plan Reviews, Inspections, Building Department Administration, Code Consulting, and Training Services for Municipal Building Departments, Architectural Firms, Developers and Construction Workers. Our expertise is in all the Major Model Codes including the ICC (International Code Council) series, Illinois Plumbing Code, BOCA, NFPA, Handicapped Accessibility and accepted industry standards and practices. We have performed over 80,000 plan reviews, conducted more than 300,000 construction inspections and over 100,000 code enforcement inspections. We have trained thousands of industry professionals nationwide. Our services have become the most sought after in the industry because of our continual focus on the three elements we have consistently delivered since inception...Quality, Value and Service.

We have 60 employees which includes a full-time staff of qualified, licensed (where applicable) and certified staff of Plans Examiners, Building Inspectors, Property Maintenance Inspectors, Consultants and support personnel. Our affiliate company, the Building and Fire Code Academy (BFCA) provides training nationwide to industry professionals and has received approval by the State of Illinois as a Licensed Vocational School, approval by the International Association of Continuing Education & Training (IACET) and the approval of the American Institute of Architects (AIA). Many B & F Construction Code Services, Inc. staff are also instructors with the Building & Fire Code Academy. The Building & Fire Code Academy works in conjunction with the State of Illinois and the Illinois Department of Employment Security to provide free training to help unemployed Municipal Building Department employees maintain their certification. BFCA is a State of Illinois Certified Workforce Provider. Individuals participating in a certificate program, or our flagship Code Enforcement Career Development Program receive first hiring preference over other applicants. Additionally, the Building & Fire Code Academy maintains a job placement service for our students.

What is unique about B & F Construction Code Services, Inc. is the combination of conducting inspections and training code officials across the country. Many of our competitors attend our training classes at our office and we appreciate their trust and confidence in our excellence in training.

This separates B & F Construction Code Services, Inc. from its competition and not to mention that all of our staff are company employees and we do not employ contract employees. We provide hours of training to make sure our staff is prepared prior to being assigned to a client.

B & F Construction Code Services, Inc. has developed a system to manage the varying needs of our clients. This includes a data base which tracks the adopted codes with local amendments. It also tracks each project which includes what was submitted, when the project is due, the status of each project including first and all subsequent reviews.

All of our clients use our plan submittal form with each set of plans submitted. This form gives us the specific type of reviews and any special instructions for each project. A copy of the plan submittal form is attached at the end of this proposal. This form is available as a computer file so it can be completed on the computer.



The data base also tracks the status of all inspection projects. It indicates what parts of the systems or floors have inspected and or approved.

We are members of a number of Building organization such as; SBOC, NWBOCA, SSBOA, IFIA. These organizations are a great networking asset to our company. The information gathered at these monthly events as well as the annual schools provide education we take back to our office and educate our entire staff. This industry is continually growing with new products and code evaluations. This provides us the ability to keep staff in tune with the latest technology. Networking with other code officials and designers keeps us sharp with creative solutions in resolving challenges.

We operate the Building and Fire Code Academy (BFCA) in our office. The academy provides training in our office with our seven classrooms and across the country. The academy is an ICC Preferred Provider, this provides us to give continuing education units toward a person's ICC certification renewals.

The academy is an approved provider to deliver continuing education hours as approved accreditation through IACET, AIA, ICC, Workforce Development just to name a few. This education benefits the company as well in so many ways. By providing education and the interpretation of the codes opens the door for many insightful conversations and challenges facing many of our clients as well as designers. These conversations provide opportunity to take real life situations and provide numerous resolutions to these problems. This keeps our staff sharp on these unique circumstances and we share them with our staff to educate them.

This educational information benefits our clients as well. The more variables we can apply to situations the better we can address these challenges. There is no better education system then to address current situations and how to apply the code to them properly. Our clients are able to utilize the information we have to assist them in their daily challenges.

### **NEW INSPECTION TECHNOLOGY**

B & F Construction Code Services prides itself on being a leader in the industry and being innovative with new technologies. This separates ourselves from our competition. As a security measure as well as a quality control method our inspectors will be equipped with body cameras. This is similar to the police department that digitally records an officer on the street. This avoids inaccurate representation of a conversation with a visual and audio recording. We believe inspectors should have this enhanced technology as well. Information has been included in this RFP. We believe this will enhance the performance of the inspectors and improve communication with the residents and the general public. We anticipate you will see this as a very valuable tool and an enhancement to the service we provide.

See enclosed sample of the body camera to be used.

### **LOCATION**

B&F Construction Code Services, Inc. is located at 2420 Vantage Drive, Elgin, IL 60124.



## **SECTION II – CLIENT REFERENCES**

### **Village of Deer Park**

Josie Doniec  
847-726-1648  
[jdoniec@vodp.net](mailto:jdoniec@vodp.net)

#### Scope:

Our role is to provide all disciplines of plan review and inspections, code enforcement, zoning enforcement and attend public meetings such as; Village Board, Plan Commission, Zoning Board and Building Review Board. This includes issuing permits. We are very instrumental in working with the Village Administrator and the rest of the staff. We provide recommendations to the Village Board on code updates. Our staff is in the Village daily; conducting inspections, providing plan reviews in the village office and discusses inquiries with the general public.

### **Village of Long Grove**

Margerita Romanello  
847-634-9440  
[mromanello@longgrove.net](mailto:mromanello@longgrove.net)

#### Scope:

Our role is to provide plan review and inspections and code enforcement. We are very instrumental in working with the Building Commissioner and the rest of the staff. Smaller plan reviews are conducted in the Village Office on a daily basis and discusses inquiries with the general public. We provide recommendations to the Village Board on code updates.

### **Village of Westchester**

Melissa Headley  
708-345-0020  
[mheadley@westchester-il.org](mailto:mheadley@westchester-il.org)

#### Scope:

Our role is to provide plan review and inspections and code enforcement. We have one full-time building inspector at the village each day. This individual handles all building inspections, plan reviews, works with the staff and discusses inquiries with the general public. We are very instrumental in working with the Director of Community Development and the rest of the staff. Smaller plan reviews are conducted in the Village Office on a daily basis. We provide recommendations to the Village Board on code updates.

### **Village of Inverness**

Sam Trakas  
847-358-7960  
[strakas@inverness-il.gov](mailto:strakas@inverness-il.gov)

#### Scope:

Our role is to provide plan review and inspections and code enforcement. We are very instrumental in working with the Village and the rest of the staff. Smaller plan reviews are

conducted in the Village Office two days a week while inspection are conducted on a daily basis and we discuss inquiries with the general public. We provide recommendations to the Village Board on code updates.

**Village of Manhattan**

Marc Nelson

815-418-2100

[mnelson@villageofmanhattan.org](mailto:mnelson@villageofmanhattan.org)

**Scope:**

Our role is to provide plan review and inspections and code enforcement. We have a building inspector at the village each day. This individual handles all building inspections, plan reviews, works with the staff and discusses inquiries with the general public. We are very instrumental in working with the Director of Community Development and the rest of the staff. Smaller plan reviews are conducted in the Village Office on a daily basis. We provide recommendations to the Village Board on code updates.

**Village of Barrington Hills**

Anna Paul

847-551-3003

[apaul@barringtonhills-il.gov](mailto:apaul@barringtonhills-il.gov)

**Scope:**

Our role is to provide plan review and inspections and code enforcement. We are very instrumental in working with the Village and the rest of the staff. Smaller plan reviews are conducted in the Village Office two days a week while inspection are conducted on a daily basis and we discuss inquiries with the general public. We provide recommendations to the Village Board on code updates.

The company does not subcontract work out.

**SECTION III – EXPERIENCE IN SIMILAR SCOPE**

During the past five years, B & F Construction Code Services has been involved in a number of projects. They range from residential subdivisions to high profile commercial projects.

**Village of Long Grove**

Margerita Romanello

Building Commissioner

847-634-9440

[mromanello@longgrove.net](mailto:mromanello@longgrove.net)

3110 Old McHenry Road

Long Grove, IL 60047

We have been providing plan review and inspections for the past few years. We are the only plan review/inspectors for the village. All inspections are scheduled through the village and forwarded to our office each evening for the next day. We provide inspections every day of the week.



We have a primary staff person assigned to the village who handles the majority of the inspections, conducts miscellaneous plan reviews at the village and returns phone calls to residents, builders, etc. New residential construction and additions as well as commercial project plan reviews are sent to our office. Since we are at the village every day we hand carry the plans back to our office to be scheduled to be reviewed.

The assigned inspector is the eyes and ears for the community. When out in the field if work is being performed without a permit a stop work order is issued and posted at the site.

The village consists of high level residential homes, a historic downtown district, commercial area on route 83 and two assisted living facilities being constructed. One is complete the other is close to completion.

The challenges as with all new clients is the transition from the way things were handled to a new inspector. We strive to enforce the code uniformly which requires some policy changes over time. We incorporated the miscellaneous permit system to expedite small permits.

Our role includes residential and commercial inspections, business inspections and respond to complaints on a case by case basis. By utilizing a primary inspector helps with consistency in applying the code in a uniform manner.

#### **Village of Deer Park**

Josie Doniec

Building Zoning and Development Coordinator

847-726-1648

[jdoniec@vodp.net](mailto:jdoniec@vodp.net)

23680 W. Cuba Road

Deer Park, IL 60010

We have been with the Village of Deer Park for eight years. Our role is to provide plan review, inspections, code enforcement, zoning codes, issue court citations, and attend plan commission and zoning board hearings. Attendance at the Village Board meetings is upon request or for code updates. There are no other inspectors for the village.

We have an assigned primary inspector who handles the day to day items. We provide inspections on a daily basis for the Village. All inspection scheduling is handled by the village and the schedule is forwarded to our office each evening. Inspections are conducted utilizing a three part form. A copy is provided to the contractor, a copy to the village and a copy for ourselves. The inspector assigned to the village determines the need for drawings to be sent to our office for review or they will conduct the review themselves. In general, commercial reviews, and new single family homes are sent to our office for review.

One of the challenges when we first started was there were very few policies and procedures. We incorporated new policies and procedures regarding inspections and plan reviews. This included what documents are needed to submit for a building permit application. A process for a homeowner applying for a zoning variation. These procedures were instrumental in providing quality communication with the public.



The Village of Deer Park has a strong residential market with a large outdoor mall, office buildings and a newly built assisted living building which incorporated independent living, assisted care and a memory care wing. The building was divided up into the three separate buildings divided with fire walls. This type of construction was quite involved with different construction types. A number of meetings were held to resolve the code conflicts. Attendance at the plan commission meeting was also required.

We updated the building code to 2012 ICC series from 2003. We will be working on a new update for 2018.

Each year we provide annual business license inspections. Our first year there conflicts between ourselves and fire district creating confusion for the business owners. We had meetings with the village and the fire district to dramatically reduce those inconsistencies. The system of conducting the business inspections is much more consistent today.

We have secured two search warrants during our time with the village to address distressed properties. Each time was very successful to resolving the situations. As part of our code enforcement endeavor we issue court citations to bring compliance to the community. This has been a successful mechanism for seeking code compliance.

Recently we updated the fence ordinance. This update was to improve the language within the code so the public will have a better understanding of the nuances of the ordinance. Currently we are working on making updates to the zoning code.

## **SECTION IV – PROJECT PERSONNEL**

### **Supervisors**

#### **Kenneth Garrett – Master Code Professional – Vice President**

Master Code Professional, Certified Building Official, Certified Fire Inspector I, Certified Fire Inspector II, Certified Building Inspector, Certified Commercial Building Inspector, Certified Accessibility Inspector/Plans Examiner.

Mr. Garrett has years of Building Official experience and has served as the Building and Zoning Administrator and the Assistant Director of Community Development for two municipalities.

Mr. Garrett holds a Master's Degree in Public Administration from Governors State University.

#### **Seth Sommer – Master Code Professional-Director of Quality Control and Staff Development**

Mr. Sommer currently holds 15 ICC certifications some of which include; Certified Building Official, Certified Building Inspector (Residential & Commercial), Certified Building Plans Examiner, Certified Energy Inspector and Plans Examiner (Residential & Commercial), Certified Mechanical Inspector and Plans Examiner (Residential & Commercial), Accessibility Inspector and Plans Examiner, and Property Maintenance/Housing Inspector.

Mr. Sommer most recently served as the Director of Construction for a Midwest development company. He has over 9 years of municipal experience serving as the Building Official and as



Manager of Construction & Development Services for the City of Rockford, IL; this includes Building, Zoning, Property Maintenance, Historic Preservation, and Annexations. Seth has experience in architecture as he was employed as a project manager for two different architectural firms. Seth also has a bachelor's degree in business management.

**Robert Wildenhain – Building Inspector – Supervisor**

Mr. Wildenhain has 13 years of experience as an Inspector and a Plan Reviewer after 20 years working in the construction industry. He has ICC certifications as a Building Inspector, Building Plans Examiner and Residential Building Inspector, Electrical and Mechanical Inspector / Plan Reviewer.

**On-Site Supervisor**

**Seth Sommer**

See above for Project Personnel description under supervisors.

**Staff**

**George Georgis – Property Maintenance Inspector**

Mr. Georgis is an ICC Certified Property Maintenance Inspector. He has been with the company for approximately one year. George has a Bachelor of Science from DeVry Institute of Technology. He has over 20 years of experience in property management and construction. His background in management and construction brings a well-rounded wealth of experience and he has proven to excel in this position.

**Alan Klamorick – Property Maintenance Inspector**

Mr. Klamorick is an accomplished property maintenance inspector. He has been with the company for two years. Alan is bilingual and speaks and writes fluent Spanish. Alan came to B&F from the Town of Cicero with 5 years' of experience. His municipal background, includes; property maintenance inspector, water department and community service officer.

**Jackie Krzyzanowski – Property Maintenance Inspector**

Ms. Krzyzanowski is an ICC Certified Property Maintenance Inspector. She has been with the company for less than one year. Jackie came to B&F with years of code enforcement experience with Will County. She is an established inspector with over 18 years' experience and excels in communicating with the public.

**SECTION V – WORK PLAN DESCRIPTION**

B & F Construction Code Services, Inc., desires to be selected by the City of West Chicago to perform the services as indicated in the Request for Proposal and this submittal serves as interest in doing so. It is our understanding the RFP includes providing residential and commercial plan reviews and Inspections, code enforcement as well as after hour inspections and emergency call outs. The staff from B & F Construction Code Services, Inc., shall report directly to the City and provide these services on a daily basis as required.



Our staff completes all plan reviews within 9 business days for the first review and 5 business days for all subsequent reviews. These reviews are conducted in our office which is located a short distance away in Elgin. Plans can be forwarded to our office via Federal Express where we pay for the shipping to our office. Smaller reviews, which we refer to as miscellaneous reviews are conducted at the city by our personnel. These reviews are conducted within 5 business days. Expedited reviews will be completed in three business days and all subsequent reviews will also be performed in three business days. We have the staff and expertise to handle this workload and look forward to a prosperous relationship.

Emergency inspections are necessitated from time to time and may be required after hours. We shall provide contact information for after hour personnel to conduct site visits for these situations.

As detailed in the RFP we are prepared to conduct inspections one evening a month from April 1<sup>st</sup> to October 30<sup>th</sup> and one Saturday a month between 8:00 am and 12:00 pm throughout the year. A minimum of one inspector fluent in Spanish will be provided during the term of the contract. An inspector shall be available each day Monday thru Friday between the hours of 3:30 and 4:30 to provide counter assistance to residents, contractors, business owners and answer questions to the general public. This customer service/counter assistance is essential in providing quality service to the public and connecting its goal of support to the public.

It is understood Property Maintenance Inspections shall be conducted on a regular basis which include city-wide inspections throughout the city. Each inspector shall communicate with the city that the city wide inspection has been completed and a written summary of their findings. Inspectors shall enter inspection results using equipment provided by the city by the end of the business day.

Complaints received by the city shall be routed to the inspector and within one day the inspector shall confirm the violation exists and take the necessary steps to advise the owner/tenant of the violation. Violations not corrected within the allotted time frame will require a citation being issued to the responsible party per the adjudication process.

It is understood inspectors are required to be trained in Incident Command System through the NIMS standards within six months of the contract or a new employee. The minimum courses to be certified in are IS100, 200 and 700. B&F Construction Code Services, Inc. requires that all staff members meet these requirements.

We are a professional staff with company uniforms, vehicles (marked with B&F information on the vehicles), equipment, cell phones, and necessary materials to provide a high quality product for the City. Each inspector is provided with company identification as well as the city issued identification and will be available in a visible location to the public. It is understood the city will handle the scheduling, but we can provide this service as well.

A Master Code Professional is always available for phone consultation with the city staff during normal business hours and specific personnel for after hour calls.



All personnel shall comply with all city policies and procedures and attend training classes as requested by the city. All inspectors will be ICC Certified and/or State Licensed as required by the city. The plan reviews shall be performed by an ICC certified professional, an Illinois Licensed Architect or an Illinois Licensed Plumber as required by the specific discipline.

All inspectors are certified through ICC and have years of experience. Many of our personnel are previous Department Heads and/or Supervisors and can handle situations flawlessly as a result of this experience.

As part of the team, the company operates the Building and Fire Code Academy (BFCA) where its main focus is to provide training classes across the country. The academy enhances our skill level and provides expertise knowledge in the understanding of the code and how to apply them uniformly, consistently and utilizing a common sense approach. As you may know, to provide training at a high level requires superior knowledge of the material and be able to apply this in the field. This is where B & F Construction Code Services, Inc., excels as an organization. We provide training classes to our own staff every Friday morning and exceed the minimum requirements for training required by ISO. This insures the city will maintain or enhance their score.

B & F Construction Code Services, Inc. Plans Examiners, Field Inspectors and Technical Staff undergo rigorous training and are required to attend weekly continuing education course training and certification training provided by the Building & Fire Code Academy and outside sources.

In an effort to provide the highest quality of service to our clients we have a fulltime Director of Quality Control and Staff Development. Seth Sommer leads this effort in developing inspectors, insuring accurate plan review and inspections and initiating quality control reviews and inspections. This task is provided as an internal control to provide the highest and best service possible to our clients. We believe this separates ourselves from our competition.

B & F Construction Code Services, Inc shall provide Three (3) Full-Time Property Maintenance/Code Enforcement Officers to handle the day to day objective of property maintenance, complaints, rentals, transfer, over-crowding and other similar inspections. A Full Time Supervisor will be assigned to the City of West Chicago. The three property maintenance inspectors shall report to the supervisor. The supervisor shall manage the staff, conduct miscellaneous plan reviews, and provide reports as necessary to the city, meet with the Director and Assistant Director on a regular schedule, resolve complaints, meet with the public on various issues and oversee the inspection operation.

The three inspectors shall be assigned a geographical area to handle their workload. This will insure a consist enforcement of the city requirements. This also provides for the public to essentially be assigned an inspector to improve communication.

Permit inspections are coordinated with our office. Each day the list of inspections for the following day shall be forwarded to our office via email at [inspectionrequests@bfccs.org](mailto:inspectionrequests@bfccs.org) by 4:00pm the previous day. The inspection schedule is then developed by the Inspection Supervisor at our office and routed to the appropriate inspector. Inspections are scheduled via am or pm unless



a specific time is requested and every effort will be made to meet the request. A copy of the inspection report is left with the contractor/homeowner and a copy is left at the city.

Should the need arise for additional staff to meet the needs of the city we will provide an inspector to meet that need. All inspectors must successfully be approved with the city's background check process. No inspector can begin working at the city unless authorized by the Director or Assistant Director of Community Development.

B&F Construction Code Services, Inc. considers communication between our staff and your staff a critical issue. Proper and timely communication makes sure that we are working together with the same goals and objectives. The RFP indicates semiannual meetings with the upper level staff. These meetings are considered so important that we would recommend quarterly meetings. They would be attended by two members of our administrative team.

### **Building and Fire Code Academy**

The company has an affiliate company known as the Building and Fire Code Academy. This company provides quality training across the country on various code topics. Typical topics are the International Building Code, National Electrical Code, International Fuel Gas Code, International Mechanical Code, International Energy Code (State Code), Illinois Plumbing Code as well as the International Code just to name a few. There are over 50 different classes available as well as certification programs. We offer classes to our clients and as part of this RFP we extend our training classes to you for your staff for up to two (2) classes per staff member per year within the Community Development Department and Public Works Department. The Academy is a preferred provider and we are able to issue continuing education hours which help in acquiring the minimum required number of hours to maintain the ICC Certifications.

### **Project Services**

The approach to providing the required services as outlined in the scope of services is detailed below. A philosophical approach in working with residents, business owners and operators, design professionals and the like are crucial in having a cohesive team approach. Having code knowledge and applying the code to very specific situations is just as important. Being able to work with people and providing high quality information that is understood is important as well. Being professional and having excellent communication skills will provide the City of West Chicago an excellent partner in code enforcement.

### **Plan Review Services**

The plan review services are provided in a number of ways and below will outline the multifaceted approach:

#### **Plan Reviews conducted in our office:**

1. Plans are delivered to our office via prepaid Fed Ex delivery. All municipal clients are provided preprinted labels to provide means to send drawings to our office at



- no cost to the city. Plans are received by our office the next day. Plans can be provided to the inspector who hand delivers the drawings back to our office.
2. The drawings are logged into our database and assigned to the inspector for review. This provides a timely process and schedules the review. A transmittal document (email) is forwarded to the city and/or the project contact as directed by the city indicating the plans have been received and what the expected due date is for the review to be completed. The plan review is scheduled with the primary person assigned to the City of West Chicago.
  3. The plan reviewer utilizes the appropriate codes adopted by the City of West Chicago, any local amendments that may apply and any State of Illinois required code.
  4. Upon completion of the plan review, the review is then proofed by our administrative assistant staff for proper format and punctuation.
  5. Our Director of Quality Control and Staff Development reviews the report for code accuracy. Upon approval, the report is signed and forwarded to the City and/or project contact as directed by the City.
  6. Steps 1 through 5 are completed within nine business days.
  7. Follow-up reviews follow the same process above, but are completed in 5 business days.
  8. If the review is code compliant, a signed complied report is forwarded to the City. The drawings shall be returned to the City "Stamped" as approved.
  9. Permit fees shall be calculated.
  10. As part of the plan review process deferred submittals are received at a later date. The initial review will indicate the review is limited to the documents received and will be subject to other disciplines. Other disciplines are considered sprinkler, fire alarm, elevator, hood and duct, etc.
  11. If the review has not-complied, a report is forwarded to the City. The Architect revises drawings and resubmits to the City for review. The City shall forward the revised drawings with a response letter to B&F for re-review. The administration department will receive the drawings and log in the drawings (5 day Review for Subsequent Reviews). Then the plan reviewer's will begin the review process again. Within the 5 day review timeframe, the administration department begins proof reading the plan review report. The plan review report is proof read again by Management. Plan review report is then sent out according to municipality requirements. The steps are repeated until the drawings "Comply" or "Comply with Notes".
  12. At times it is necessary to meet with a permit applicant/architect to review the project face to face to resolve or clarify what the code issues are so resolution can be obtained. This service is provided at no cost for the first meeting on any project.

#### **Plan Reviews conducted at the City:**

1. Small plan reviews (kitchen, bathroom and basement remodeling, etc.) and miscellaneous permits (driveway, fences, decks, sheds, etc.) shall be conducted at the City. This is completed by utilizing a miscellaneous plan review form and providing that information to the City. Small plan reviews are subject to time



- available to the field inspector. If sufficient time is not allowed, the review will be forwarded to our office for review.
2. This review process is intended to expedite the permit process. These reviews are completed within 5 days. Many of these reviews are submitted for application from homeowners and may lack the required information necessary to complete the review. Contact with the applicant will be conducted to gather the proper information.
  3. We believe this process provides excellent customer service to the public and enhances relationships with the public.

### **Construction Inspection Process**

The inspection process is critical to confirm the construction taken place, complies with the City adopted codes and amendments. The following steps outline our inspection process.

1. Inspection requests are submitted to the City of West Chicago and are forwarded to our office. A minimum of 24-hour notice is required to schedule an inspection excluding exceptions. All records are kept at the city.
2. The inspections are assigned to the appropriate inspector for the scheduled day.
3. Adhering to the schedule if times are indicated on the schedule are required. Should this not be possible, the inspector shall contact the requester and advise when they are to be expected to arrive. This should only occur in rare instances. Meeting everyone's expectation is essential in a smoothly running organization, but unexpected events can happen.
4. It is critical to confirm what the previous inspection results were. This could be just confirming what areas were inspected and whether this inspection is a re-inspection.
5. Upon arriving to the site, the approved plans shall be reviewed and confirmation of the permit is checked. Approved plans shall be on site at all times. Explanation of this requirement is necessary for the contractor and/or homeowner. We strive to communicate so the next inspection will be a smooth process.
6. Currently we use a combination of three (3) part forms and for particular clients we use notebooks to enter results into the clients' database. We will comply with either system being utilized by the city. When utilizing the three (3) part form a signature from the contractor is on the form as well as the inspector's signature. The results of the inspection are itemized on the report. A copy is left with the contractor, a copy is retained for the city and a copy for ourselves.
7. All construction inspection results are entered into our database. The database records and documents the date, type of inspection, permit number, inspector name and results of the inspection. A monthly report is provided to the city.
8. All building code citations will be issued within one day of the inspector verifying the violation.
9. All inspections will be entered by the inspector in the City's system. The inspections will be entered by the end of the same day.
10. Upon completing a final inspection, the report shall indicate whether a Certificate of Occupancy can be issued. It is our desire to provide copies of all inspections as they are completed to the city.



## **Code Enforcement**

It is understood the city desires to implement an active code enforcement program. This entails surveying the entire community on a regular basis. We have a number of code enforcement officers on our staff experienced in handling these types of programs. Typical violations consist of garbage and rubbish in the yard, tall grass and weeds, lack of maintenance of the building which includes, peeling paint, gutters in disrepair, porch in deterioration, etc. The program also includes investigating overcrowding complaints, rental inspections, and transfer inspections but not limited to only these items.

1. The code enforcement inspections require visiting the site, taking pictures of the violation, preparing a notice to the owner or tenant depending on the responsible party. This role also involves talking to people regarding the violation.
2. Communicating with people is critical to the success of any code enforcement program along with being consistent.
3. This program will include issuing code violation notices with a reasonable allotted time to comply and writing court citations and testifying at both adjudication hearings and circuit courts.

List of the Inspections are as follows:

- Rental Inspections
- Change of Occupancy Inspections (with Fire Protection District)
- Service Calls (Code Enforcement Complaints)
- Over- Occupancy Inspections
- Court Appearances
- City-Wide Sweeps (Property Maintenance)

The City of West Chicago will provide appropriate forms, software and tools necessary to issue the citations. The Inspectors will enter the inspections into the City's system by the end of the same day. The inspector will attend any legal proceedings that are required by the City. This will include administrative adjunctions and court.

## **Emergencies**

The emergency call out will be handled by providing the city with a list of contact people and phone numbers. We will respond accordingly. By providing more than one contact person insures coverage in case the first person is unavailable.

We understand from time to time the unexpected occurs and we are prepared to handle those incidents as necessary. A simple phone call to our office and you will have a supervisor handle the matter expeditiously. These items could include responding to a fire, car running into a building, weather related disasters, etc. We will provide cell numbers for your use to expedite the contact of our supervisors.

**Insurance**

B&F Construction Code Services, Inc. meets all of the City’s Insurance requirements. Please see attached Appendix C for a copy of the insurance.

**Fees**

**Plan Review Fees**

Single Family Homes up to 3,200 square feet (per dwelling unit):	\$ 635.00
Single Family Homes over 3,200 square feet (per actual square foot):	\$ 0.20
Single Family Home Additions (per actual square foot):	\$ 0.133
Minimum fee	\$ 275.00

Commercial and Industrial Plan Reviews are invoiced as shown in the Fee Schedule attached as Appendix B. These plan reviews include; Building, Mechanical, Plumbing, Electrical, Fire Code, and Energy. This does not include engineering, zoning, storm water, special use or the appearance code.

Specialized Commercial and Industrial or Processes (per hour):	\$150.00
Miscellaneous Plan Reviews (per trade):	\$ 25.00

The above fees include unlimited reviews, and there is no charge for subsequent reviews. B&F shall invoice the City upon completion of the first review.

The plan review fee schedules contained in this proposal are based on the number of building permits issued and assumes a consistent number with the previous year. Should the number and/or type of building permits vary by more than 10% in any given year, the Parties shall negotiate an adjustment in the fee schedule for the subsequent year.

**Inspections Fees**

The fee for all services associated with providing building and property maintenance code inspections is \$345,000 per year effective January 1, 2019 through December 31, 2020. B&F shall invoice the City \$14,375 twice a month.

Effective January 1, 2021 on an annual basis, the fee shall have an increase of 3% to cover employee benefits. The method of invoicing twice a month does not change only the amount.

Re-inspection fees only apply to construction inspections and not property maintenance inspections. After the first construction inspection and re-inspection, B&F may invoice the City for all subsequent construction re-inspections at a rate of \$55.00 per re-inspection.

Should other test and/or inspection be required, those fees shall be applied as mutually agreed to by the Parties.

Projects at the DuPage Airport shall be invoiced separately using the fee schedule shown below.



DUPAGE AIRPORT PLAN REVIEW AND INSPECTION FEES

1. **Building, Plumbing, Mechanical, Energy, Electrical, Fire and NFPA 101 plan review fees:** According to current fee schedule based on cubic feet of space being altered/addition or new building.

2. **Fire Suppression Systems:** (includes fire pump, hose stations & standpipes)  
Total floor areas, mezzanines & combustible attic areas:

0 > 11,000 sq. ft.	\$392.34
11,001 sq. ft. > 22,500 sq. ft.	\$494.34
22,501 sq. ft. > 34,000 sq. ft.	\$601.34
34,001 sq. ft. > 56,500 sq. ft.	\$708.34
56,501 sq. ft. >	\$815.34+ \$1.00 per sprinkler

3. **Fire Detection and Alarm Systems:**  
\$140.00 for each 15,000 sq., ft. of floor area or portion thereof.

4. **Standpipes:** \$150.00 per standpipe

5. **Carbon Dioxide/ Clean agent:** \$450.00

6. **Halon:** \$650.00 + alarm fees

7. **Dry Chemical:** \$300.00 + alarm fees

8. **Elevator:** \$250.00 per bank of elevators

9. **Hood & Duct:** \$300.00 per system plus extinguishing systems

10. **Swimming Pools:** \$450.00 per pool

11. **Building, Plumbing, Mechanical, Energy and Electrical inspections:**

**For Hangars and Storage buildings:** \$.28 per square foot of each floor and mezzanine space.

**For other Industrial or Commercial buildings:** \$.32 per square foot of each floor and mezzanine space,

**Special Hazard / Assembly / Hotel buildings:** \$.37 per square foot of each floor and mezzanine space.

12. **Fire Sprinkler Systems:**

\$1,000.00 + \$300.00 per floor (\$300.00 tenant spaces only)

Lead in connection flushing \$300, 00

13. **Fire Alarms System:**  
\$700.00 + \$300.00 per floor (\$300.00 tenant spaces only)
14. **Elevators:** \$250.00 per elevator
15. **Swimming Pools:** \$450.00
16. **Special Extinguishing Systems (Halon, Clean Agents, Dry Chemical, Hood & Duct & other)**  
\$300.00 per system + alarm if required.
17. **Tests:**
- |                   |          |
|-------------------|----------|
| Standpipes-       | \$400.00 |
| Water Main Flush- | \$300.00 |
| Fire Pump-        | \$300.00 |
| Generator-        | \$300.00 |
- Note: Failed tests requires the same fees to be repaid prior to retesting.



**REQUEST FOR PLAN REVIEW**

➤➤ TO HELP US SERVE YOU BETTER, PLEASE FILL OUT THIS FORM COMPLETELY. <<

**PROJECT INFORMATION:**

**REQUESTED REVIEWS:**

**FROM:** Client Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Submitted by: \_\_\_\_\_

- Building
- Electrical
- Elevator
- Energy
- Fire Alarm
- Fire Code
- Kitchen Hood & Duct
- Mechanical
- NFPA 101 Life Safety
- Plumbing
- Quote
- Single Family

**PROJECT:** Project Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

**PROJECT** Name: \_\_\_\_\_

**CONTACT:** Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax/Email: \_\_\_\_\_

- Building
- Electrical
- Energy
- Mechanical
- Plumbing

**BILL TO:** Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax/Email: \_\_\_\_\_

- Sprinkler
- \_\_\_\_\_
- Three (3) Day Review\*  
 \*additional charge applies

**COPY TO:**  \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PLANS DISPOSITION: AFTER ALL REVIEWS/INSPECTIONS ARE COMPLETED, PLEASE:**

- Return plans & specifications **which comply**
- Return **all** plans & specifications
- Discard all** plans & specifications after 30 days
- Stamp** plans as "complied"

**SPECIAL INSTRUCTIONS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature

Date

➤➤ PLEASE SUBMIT COMPLETE SETS FOR ALL SUBMITTALS OF CONSTRUCTION DOCUMENTS. <<

## Plan Review Fee Schedule

Building Size	Building Review	Building Plumbing & Mechanical	Building Plumbing Mechanical & Electrical
Up to 60,000 Cubic Ft.	\$347.75	\$ 522.16	\$ 695.50
60,001 to 80,000 Cubic Ft.	\$428.00	\$ 642.00	\$ 856.00
80,000 to 100,000 Cubic Ft.	\$547.70	\$ 818.55	\$1,091.40
100,001 to 150,000 Cubic Ft.	\$625.95	\$ 938.93	\$1,251.90
150,001 to 200,000 Cubic Ft.	\$711.55	\$1,067.33	\$1,423.10
Over 200,000 Cubic Ft.	\$838.00 + 8.00 (per 10,000 Cu. Ft.)	Building Fee x 1.5	Building Fee x 2.0

Footing and Foundation.....25% of Building Review (Minimum \$300.00)  
 Commercial/Industrial Zoning.....120.00 per 20,000 square feet of site area

### One and Two Single Family Dwellings

Up to 3,200 square feet (including basement).....	\$635.00 per Dwelling Unit
Up to 3,200 square feet (including basement and zoning).....	\$710.00 per Dwelling Unit
Over 3,200 square feet (including basement).....	\$0.198 per Square Foot
Over 3,200 square feet (including basement and zoning) .....	\$0.223 per Square Foot
Elevator Plan Review.....	\$300.00 per Elevator Bank
Hood & Duct Plan Review (Type 1) .....	\$300.00 per System
Hood & Duct Plan Review (Type 2) .....	\$200.00 per System
Spray Booth Plan Review .....	\$350.00 per Booth
Miscellaneous Plan Review .....	\$150.00 per Hour (Min. \$300.00)
In-Ground Pool Plan Review.....	\$450.00 per Pool
NFPA 101 Plan Review .....	25% of Building Review (Min. \$300.00)
Priority Express Plan Review .....	x 2.5 of Base Plan Review
HPM, High Hazard, Processing Piping .....	x 1.5 of Base Plan Review
Fire Code.....	50% of Building Review
Energy Code.....	50% of Building Review

## Fire Suppression & Detection Systems

### Fire Suppression Systems

(Includes fire pump, hose stations and standpipes)

#### Hydraulically Calculated

#### Number of Sprinklers

1 to 100	\$425.00
101 to 200	\$550.00
201 to 300	\$650.00
301 to 500	\$750.00
Over 500	\$850.00 + \$1.00 each
Modifications (40 or fewer sprinkler heads)	\$175.00

### Alternate Fire Protection Systems

#### Carbon Dioxide/

Clean Agent Systems \$150 to 105 lbs.  
(\$1.00 each pound over)

Fire Alarm \$0.15/sq.ft. - \$200.00 min.

Mods. under 5k sq.ft. \$175

Dry Chemical \$350.00 + alarm fees

Residential systems (NFPA 13D) \$225.00

## Special Services

### Code Writing and Adoption Assistance

Fee based on individual project.

### Water Flow/Backflow/Hydrant Flushing

#### Device Testing

Fee based on quantity and size.

### Safety Training and Disaster Plans

Fee based on individual project.

Estimates upon request.

### Building Department Analysis

Fee based on services needed.





**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The PLEXUS Groupe LLC 21805 W Field Parkway, Ste 300  Deer Park IL 60010		<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C, No, Ext):</b> (847) 307-6100 <b>FAX (A/C, No):</b> (847) 307-6199 <b>E-MAIL ADDRESS:</b> certificates@plexusgroupe.com																						
<b>INSURED</b> B&F Construction Code Services, Inc. 2420 Vantage Dr  Elgin IL 60124		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Continental Casualty</td> <td>20443</td> </tr> <tr> <td>INSURER B:</td> <td>Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C:</td> <td>Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER D:</td> <td>Hiscox</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Casualty	20443	INSURER B:	Continental Insurance Company	35289	INSURER C:	Ohio Casualty Insurance Company	24074	INSURER D:	Hiscox		INSURER E:			INSURER F:		
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INSURER F:																								

**COVERAGES** CERTIFICATE NUMBER: 17-18 GL, AL, WC, UMB, BOND REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6056658996	10/28/2017	10/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6056659002	10/28/2017	10/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage - ACV \$ 1,000 ded
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			6056659033	10/28/2017	10/28/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6056659016	10/28/2017	10/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Surety Bond Plumbing			328414423	9/30/2018	9/30/2019	Bond Limit \$20,000
D	Professional Liability			ANB1451178418	05/13/2018	05/13/2019	Limit/Retention \$2MM/\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate is issued as evidence of coverage.

**CERTIFICATE HOLDER**

**CANCELLATION**

City of West Chicago 475 Main Street West Chicago, IL 60185	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE W Fawcett III/DTHOMA
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## CITY OF WEST CHICAGO

### Public Affairs Committee AGENDA ITEM SUMMARY

**ITEM TITLE:**

2018 Mexican Independence Day Festival (MID)  
Final Report  
Mexican Cultural Center DuPage (MCC)

**AGENDA ITEM NUMBER:** 4. C.

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

**COMMITTEE AGENDA DATE:** November 26, 2018  
**COUNCIL AGENDA DATE:**

**STAFF REVIEW:** Tom Dabareiner

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

**APPROVED BY CITY ADMINISTRATOR:**

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

**ITEM SUMMARY:**

The Mexican Cultural Center (MCC) submitted the attached final report and financial summary for the 2018 Mexican Independence Day Festival (MID) for review and approval. The report is provided in accordance with the Funding Agreement between the City and the MCC per Resolution 2018-R-0030. This year, MID took place September 15-16, 2018. The expenditures listed in the report total \$28,093.35 and are summarized below.

Event Component	Expenditure
DJ & Entertainment System	\$ 1,500.00
Photographer	\$ 100.00
New Era Dance Group	\$ 300.00
Oaxaca Dance Group	\$ 300.00
Mariachi Heritage Foundation Ensemble	\$ 1,000.00
Mariachi Institute of Chicago Ensemble	\$ 700.00
Mariachi Aztlan	\$ 12,544.40
Bleachers	\$ 1,585.00
Port-o-Potties	\$ 453.00
Barricades	\$ 720.00
Overnight Security	\$ 500.00
Pinata Filling	\$ 398.16
Event T-shirts	\$ 269.55
Papel Picado Banner for Main Street	\$ 723.24
Event Coordinator	\$ 5,000.00
Giant Jenga Mural Artwork	\$ 2,000.00
<b>TOTAL</b>	<b>\$ 28,093.35</b>

The City's financial contribution to the MCC for this event will total \$20,000, pending final report approval by the Public Affairs Committee.

The MCC reports that MID was overall a success this year. The event included new components such as the Midwestern School Mariachi festival and the 18ft Jenga Mural. The MCC noted an increase in attendance on both Saturday and Sunday as compared to the 2017 event.

Included with the report is a list of West Chicago businesses, organizations, and residents that were involved with the event. The categories of involvement include: booth, parade participant, in-kind participant, and food donation. The MCC reports a total of 16 booths, 26 parade participants, 15 in-kind participants, and nine food donations.



## CITY OF WEST CHICAGO

**ACTIONS PROPOSED:**

- Committee discussion of expenditures and provide recommendations and considerations for MID 2019.
- Recommend approval of the final report and summary financial report submitted by the MCC for MID 2018.

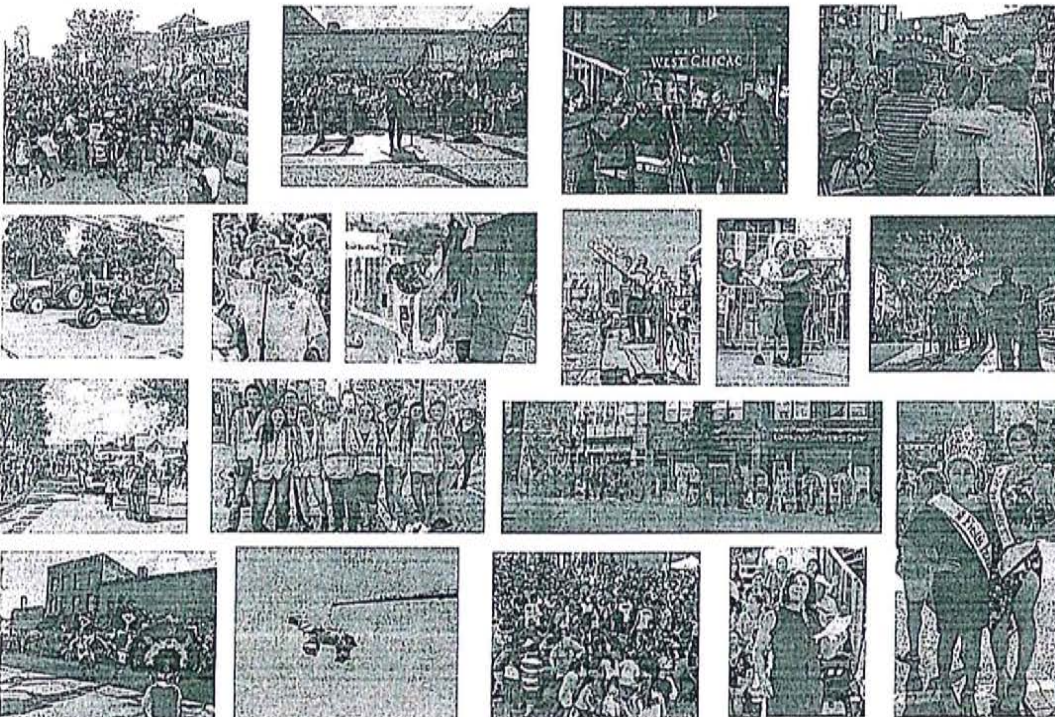
**COMMITTEE RECOMMENDATION:**



Examples	Description	Form of payment	Amount
A	Entertainment Equipment	10026	\$1,500.00
B	Photogrpher	10030	\$100.00
C	New era	10023	\$300.00
D	Oaxaca dance group	10033	\$300.00
E	Mariachi Herencia de Mexico	10025	\$1,000.00
F	Mariachi Institu of chicago	10024	\$700.00
G	Trasportation	10011	\$510.00
H	Mariachi Aztlan	10020	\$5,000.00
I	Rooms stay	cc	\$1,165.50
J	Southwest Air	cc	5,424.30
K	Southwest Air	cc	\$444.60
N	Bleachers	10015	\$400.00
M	Bleachers	10017	\$1,185.00
O	K.Hoving port o potty	cc	\$453.00
P	Barricaded, National	10019	\$710.43
	Barricaded, National	(Tip)	\$9.57
Q	Security	10027	\$500.00
R	Piñata Filling	10031	\$398.16
S	Shirts	cc	\$269.55
T	Papel picado	cash	\$723.24
U	Event Coordinator	10035	\$5,000.00
V	Juan Chawuk	Wire transfer	\$2,000.00

\$28,093.35

### Event Snapshots







Dear City of West Chicago,

The Mexican Cultural Center was honored to again plan and hold another successful Viva Mexico Mexican Independence Day Celebration and Festival in West Chicago for a Fourth year. Please find our attached reporting detailing our income and expenses for the event. Please note that thanks to community and business sponsors, we were able to hold a premier celebration that far exceeded the City's \$20,000 contribution.

The 2018 celebration has instilled pride in the West Chicago community and brought outsiders to celebrate our community's rich heritage and culture in our historic downtown. We were happy to build upon the successes and corrections made at the 2017 celebration, add new components, such as the Midwestern School Mariachi festival. This new aspect of the event allowed us to further engage with our local youth and expand the prestige of West Chicago's program throughout the area. Our 2018 celebration also included another amazing art piece with our 18-foot jenga mural. When positioned next to the WEST CHICAGO mural, it brought not only a unique photograph opportunity to attendees, but an amazing display of West Chicago's heritage in the historic downtown.

Again, this year we saw a growth in attendance on both Saturday and Sunday, and big support from local volunteers, organizations and businesses. We have learned a lot from the past four years of work, and as an organization hope to be able to continue to put on high quality events. We are also aware that requires a lot of hard work and resources. As we are currently a volunteer-run organization, we are looking to make some changes to make these events more sustainable to continue to inspire pride in all of West Chicago and help make West Chicago a true destination. Please see our proposed changes for this event in our proposal for 2019.

Our dedicated board and volunteers are truly fueled by the smiles, enjoyment and pride that is so readily seen in the public through our work. Thank you for your support and collaboration in making that possible. Please feel free to contact me with any questions you may have about this report.

Fernando Ramirez,  
President, Founder  
Mexican Cultural Center Duage

### Event Snapshots





# CITY OF WEST CHICAGO

## Public Affairs Committee AGENDA ITEM SUMMARY

**ITEM TITLE:**

**Mexican Independence Day Festival  
Request for Increased City Funding 2019  
Mexican Cultural Center DuPage**

**AGENDA ITEM NUMBER:** 4.D.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** November 26, 2018**COUNCIL AGENDA DATE:** \_\_\_\_\_**STAFF REVIEW:** Tom Dabareiner**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:****SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The Mexican Cultural Center DuPage (MCC) submitted a request for an increase in City funding for the MCC's two day Mexican Independence Day (MID) Festival taking place in 2019. The MCC requests a total of \$30,000 to be allocated for the 2019 Festival.

The MCC submitted the attached letter and financial summary to outline the increased funding request for 2019. No additional documentation was submitted with the attached letter and summary to support a multi-year plan.

The current agreement provides the following formula for funding:

- The City will provide financial support of \$12,000 to be paid in installments, in order to help cover the cost of Festival activities and the MCC's role in producing the Festival for community-wide benefit. Funds will be released so long as the submittal requirements have been met.
- The City will equally match the amount of cash donations the MCC raises in excess of \$2,000, with the City's matched contribution to not exceed \$8,000. The City's maximum total contribution to the MCC shall not exceed \$20,000.
- The MCC shall provide the City copies of all invoices, receipts and checks to vendors for the expense receipts of not less than \$12,000 in addition to the total amount of cash contributions provided by the City match.

**ACTIONS PROPOSED:**

- Consideration of the MCC's request for additional funding.

**COMMITTEE RECOMMENDATION:**





The Mexican Cultural Center DuPage has been honored to organize Viva Mexico Independence Day Festival in West Chicago over the past four years. The joy and pride we get to witness during this celebration truly goes to the heart of our mission to inspire and educate through Mexican culture.

We would like to thank the City of West Chicago for your support in making this event possible. In 2018 we were again excited to grow the weekend's itinerary and add the Mariachi School Institute. This new aspect of the event allowed us to further engage with our local youth and expand the prestige of West Chicago's program throughout the area. Our 2018 celebration also included another amazing art piece with our 18-foot jenga mural. When positioned next to the WEST CHICAGO mural, it brought not only a unique photograph opportunity to attendees, but an amazing display of West Chicago's heritage in the historic downtown.

Again, this year we saw a growth in attendance on both Saturday and Sunday, and support from local volunteers, organizations and businesses. We are happy to be able to provide such a dynamic attraction to West Chicago.

As we look forward to 2019, as an organization we must responsibly plan. The success of the Viva Mexico Independence Day Festival and our other programs has led other area groups to seek us out for expertise as they plan their own events and solicit our help. We were excited to contribute to the DuPage County Fair this year and look forward to taking part in other are events when possible, continuing to spread the word of the great display they can witness by visiting West Chicago. We have been happy to start our work in West Chicago and want to continue to see that grow, but we need your help.

In order for us to continue to bring this exceptional celebration, which sets West Chicago apart from other communities and instilling pride in all West Chicagoans, we are asking for an increase in funding to support the event. Please find a detailed budget attached that addresses the minimum funding required. In order to propel the event forward with new art aspects and expansion as we have done each year, we will again seek donations and sponsors. This event has proven popular for in-town and out-of-town attendees, as well as vendors vying to ensure they are able to have a presence at the celebration. We hope the City sees as the value in this true display of community and we look forward to continuing our work to make West Chicago's festival a genuinely unique attraction.

Thank you

MID 2019 plan shows increase in funds in:  
entertainment  
Staffing  
Activity, supplies and delivery.

I look forward to meeting soon to go over in more detail this three year plan.

Regards,  
Fernando Ramirez  
President, Mexican Cultural Center DuPage



2 Day Event

MID 2019		Cost
Entertainment		
Sunday	Oaxaca dance group	\$ (500.00)
Sunday	Chinelos	\$ (500.00)
Saturday	New era dance group	\$ (500.00)
Saturday	Mariachi Herencia de Mexico	\$ (1,000.00)
Saturday	Mariachi Institute of Chicago	\$ (700.00)
Saturday	Chicago Mariachi Project	\$ (700.00)
Saturday	Top Mariachi	\$ (5,000.00)
	Transportation	\$ (600.00)
	Entertainment Equipment	\$ (2,000.00)
Infrastructure		
	Bleachers and seating	\$ (2,500.00)
	Hoving port o potty	\$ (600.00)
	Barricaded, National	\$ (750.00)
Staffing		
	Ron Jon Poop be gone	subcontractors \$ (110.00)
	Security	subcontractor \$ (500.00)
	Photographer	subcontractors \$ (200.00)
1	Coordinator MCC	\$ (5,000.00)
	\$27hr, 15 hrs week	3 months
3	Staffing MCC	\$ (3,000.00)
	\$15hr,15hrs week,	1 month
Activity		
Supply Activity		\$ (1,000.00)
Supply		\$ (2,000.00)
Decoration		
marketing	Papel picado	\$ (3,000.00)
		\$ (30,000.00)





# CITY OF WEST CHICAGO

## PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

**Pro-Life March  
St. Mary's Parish**

**AGENDA ITEM NUMBER:** 4.E.

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

**COMMITTEE AGENDA DATE:** November 26, 2018

**COUNCIL AGENDA DATE:**

**STAFF REVIEW:** Tom Dabareiner

**SIGNATURE** 

**APPROVED BY CITY ADMINISTRATOR:**

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

**ITEM SUMMARY:**

St. Mary's Catholic Church is seeking approval for a Pro-Life March event scheduled for Sunday, January 20, 2019 from 2:15pm to 4:00pm.

St. Mary's has requested Police support for a rolling street closure during the march which takes place along approximately 1.7 miles of city streets as outlined in the provided map.

**ACTIONS PROPOSED:**

Recommend event for approval as proposed.

**COMMITTEE RECOMMENDATION:**

# City of West Chicago SPECIAL EVENT PERMIT APPLICATION



THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED  
90 DAYS PRIOR TO THE EVENT

PERMIT NO. \_\_\_\_\_

## Special Event Permit Application

The Special Event Application is due to the City of West Chicago a minimum of ninety (90) days prior to the event if it requires closure of public streets or use of public parking lots. The 90-day time period allows sufficient time to evaluate the request and provide a recommendation to the City Council for its consideration.

**Note:** Prior to review of the Special Events Permit Application, all applicants must submit the Intent to Meet Insurance Requirements form (page 2).

### Submittal Checklist

1. Completed and signed Special Event Application
  - Intent to Meet Insurance Requirements
  - Section 1 – General Information
  - Section 2 – Narrative
  - Section 3 – Permits
  - Section 4 – Site Plan and/or Route Map
  - Section 5 – Task List and Due Dates
  - Section 6 – Hold Harmless Agreement
  
2. Completed and signed applications(s) for other permits(s) (See Section 3)
  - Carnival Permit Application - \$50 per employee
  - Fireworks Permit Application – \$125 (Check made payable to the West Chicago Fire Protection District)
  - Building Permit Application (temporary tents – see min. requirements) - \$50
  - Raffle Registration Application – requires separate application
  - Temporary Liquor License Application – requires separate application
  - Temporary Food Service Permit (DuPage Co. Health Dept. 630-682-7979)

\*\*\*\*\*  
**FOR OFFICE USE ONLY**  
\*\*\*\*\*

Received: 11/7/18 Fee Paid: \$ N/A

Receipt # N/A Check # N/A

Event Acknowledgement Form returned by:

Police Dept. \_\_\_\_\_ Fire Dist. \_\_\_\_\_ PW CDD  
~~Park Dist.~~ \_\_\_\_\_

Background checks completed by Police Dept. Date N/A

DuPage Co. Health Department notified Date N/A

Certificate of Insurance received and approved Date \_\_\_\_\_



**\*\*\* INTENT TO MEET INSURANCE REQUIREMENTS \*\*\***

*Must be returned prior to application review by City staff*

**Prior to the issuance of a Special Event Permit, all organizations must present a certificate of insurance meeting the criteria listed below:**

1. Required limits per IRMA are \$1mil per occurrence and general aggregate no less than \$2mil for contractors/vendors.
2. **\*\*\*PLEASE NOTE:** Under the box labeled "Description of operations/locations/vehicles/exclusions added by endorsement/special provisions", the following language must appear:  
  
"The City of West Chicago, its officials, agents, employees, and volunteers is/are named additionally insured. The additional insured is covered as respect to liability arising out of any work or activities performed on behalf of (company involved) for (event) (date, times (if applicable), location) No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to additional insured is primary as it relates to (event)".
3. Vendors shall furnish the additional insured endorsement (*consult insurance professional; examples include but are not limited to forms CG 2010 or CG 2026*) to support the certificate of insurance. The endorsement shall also name "The City of West Chicago, its officials, agents, employees, and volunteers" as primary and non-contributory.
4. If applicable, vendor shall furnish the City with evidence of Worker's Compensation coverage with statutory limits.
5. The insurance provider will need to submit the Certificate of Insurance and supporting endorsement form preferably via email to [specialevents@westchicago.org](mailto:specialevents@westchicago.org) or fax (630-293-1257) to be considered an original document.

I, Rev. David Lawrence, representing St. Mary's Parish  
(print name of authorized person) (organization)

have contacted the appropriate insurance provider and acknowledge that the above insurance criteria can be met. I understand that the Special Event Permit Application will not be reviewed until this document has been signed and returned to the City of West Chicago.



(signature)

Pro-Life March

(name of event)

November 6, 2018

(date)

January 20, 2019

(date of event)

**SECTION 1 – GENERAL INFORMATION**

Name of Event: Pro-Life March

Type of Event:

Parade  Walk/Run/Bike  Carnivals  Fireworks  Festival

Other \_\_\_\_\_

Location of Event: St. Mary's Parish

Date(s) of Event: Jan. 20, 2019 Hours of Event: 2:15 pm to 4:00 pm Est. Attendance: 200

Event Website: stmarywc.org

Purpose of event: Pray for the protection of life, from conception to natural death and pray for the revoking of the Supreme Court the law approving abort

Name of Sponsoring Organization(s): St. Mary's Catholic Church

Organization's Legal Status (i.e. NFP, Partnership, Corporation): NFP

Contact person from sponsoring organization: Rev. David Lawrence

Organizer address: 140 N. Oakwood Ave.

City/State/Zip: West Chicago, IL 60185 Phone: 630-231-0013

Cell Phone: 630-640-3528 E-mail: father.david@stmarywc.org

Emergency contact information (*provide mobile numbers for on-site coordinators during event*):

1<sup>st</sup> Contact: Sister Yolanda Forero Phone: 630-877-5883

2<sup>nd</sup> Contact: Sister Rosanny Contreras Phone: 630-877-5782

Is this an annual event?  Yes  No If Yes, provide next year's event date: January, 2020

If the event is a recurring event, please state any problems and/or incidents that have occurred in past years, such as noise or neighborhood parking complaints.

No past problems on January 2018

What, if anything, are you doing to rectify the problem(s)?

\_\_\_\_\_  
\_\_\_\_\_

**SECTION 2 – NARRATIVE**

On a separate sheet, provide a detailed description of the overall event. The narrative will serve as the special event proposal to City Council.



## Narrative for St. Mary's Pro-Life March

St. Mary's Pro-Life March is a peaceful and prayerful event organized to publicly raise awareness of the dignity of all human life from conception to natural death. We will also be offering prayers to Almighty God for the legal protection of all human life. We will assemble outside of St. Mary's Church and share testimonies of the dignity of life. Then we will begin our prayers and singing as we process through the streets of our neighborhood. The event will conclude at St. Mary's Church with prayers and blessings for all present.

**SECTION 3 – PERMITS**

Will your event include a carnival?  Yes  No

*If yes, you must submit a **Carnival Permit Application** ninety (90) days prior to the event. Please visit [www.westchicago.org](http://www.westchicago.org) under Forms or contact the City of West Chicago at (630) 293-2200 ext. 135 for an application.*

Does your event include the use of a temporary tent in excess of 400 sq. ft. in area with side curtains or 700 sq. ft. in area without side curtains?  Yes  No

*If yes, you must submit a **Building Permit Application** thirty (30) days prior to the event. Please visit [www.westchicago.org](http://www.westchicago.org) under Forms or contact the City of West Chicago at (630) 293-2200 ext. 131 for an application.*

Will your event include a fireworks display?  Yes  No

*If yes, you must submit a **Fireworks Permit Application** thirty (30) days prior to the event. Please visit [www.westchicago.org](http://www.westchicago.org) under Forms or contact the City of West Chicago at (630) 293-2200 ext. 135 for an application.*

Are you holding a raffle at your event?  Yes  No

*If yes, you must submit a **Raffle Registration Application** fourteen (14) days prior to the event. Not all applicants will qualify for a license. Please visit [www.westchicago.org](http://www.westchicago.org) under Forms or contact the City of West Chicago at (630) 293-2200 ext. 170 for an application.*

Will you be applying for a Temporary Liquor License?  Yes  No

*If yes, you must submit a **Temporary Liquor License Application** thirty (30) days prior to the event. To qualify for a Class D license, the applicant must be a local organization or group providing beer and/or wine at a picnic, carnival or similar function. A Class D license shall be authorized on a day-to-day basis but not for more than seven (7) consecutive days. Please contact the City of West Chicago at (630) 293-2200 ext. 170 for an application.*

Will you be serving food at your event?  Yes  No

*If yes, you may be required to submit a **Temporary Food Service Permit Application** thirty (30) days prior to the event. Please contact the DuPage County Health Department at (630) 682-7979 or visit <http://www.dupagehealth.org/temporary-food-service> for additional information.*

Are you requesting services from these departments?

Police  Fire District / Paramedics  Public Works

Specify services: Rolling closure for 1.7 miles (see next page). Estimated time: 1 + hours

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Will you be utilizing any of the following services?

Water  Electric/Generator  Other No



**SECTION 4 – SITE PLAN AND/OR ROUTE MAP**

Please attach a separate sheet to illustrate the layout for your event.

*If applicable, the following must be included:*

Location of garbage receptacles (G)	Location and number of barricades (B)
Location of toilets (T)	Location of fire lane (FL)
Location of hand washing sinks (HWS)	Location of fire extinguishers (FE)
Location of retail vendors (RV)	Public entrances and exits (PE)
Location of food vendors (FV)	Location of "No Firearms" signage (NF)
Location of first aid (FA)	Location of sound stages and amplified sound (S)
	Location of residential streets surrounding event

Are you requesting the use of any City-owned property, i.e. City streets, parking lots, or sidewalks?

Yes  No If yes, please indicate the property that you are requesting to use.

City Streets

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Would you like to request the closing of City streets?  Yes  No

If yes, please fill in the following information or submit a route map along with this application:

Street	From	To	Dates	Times
Garden St. (North)	York St.	Grandlake		2:30-2:35
Elite (North)	Grandlake	National		2:35-2:45
National (West)	Elite	Claremont		2:45-----
Claremont (south)	National	Elmwood		-----
Elmwood (West)	Claremont	Highland		----
Highland (North)	Elmwood	National		-----
National (West)	Highland	Belleview		----
Belleview (South)	National	Elmwood		3:15
Elmwood (West)	Belleview	Arbor		3:15
Arbor (South)	Elmwood	York		
York (East)	Arbor	Garden		3:30

Did you kn

**SECTION 5 – PLANNING WORKSHEET AND REQUIRED TASK DUE DATES\***

Use this form to determine the date each of these tasks needs to be completed. For tasks that do not apply, please mark "N/A" in the Due Date column. If the Due Date falls on a weekend or holiday, the Due Date becomes the next normal business day. However, this does not affect the other Due Dates, as they are only dependent on the date of the special event.

**Note: This section must be completed by event organizer prior to notary signature.**

Date of Special Event: January 20, 2019

Tasks to be completed (All items due to City unless noted)	Days Due Before Event	Due Date
Submit "Intent to Meet Insurance Requirements" Document (included with Special Event Permit Application, pg.2)	Prior to application review	Prior to application review
Submit Special Event Permit Application	90 days	11/7/18
Submit Carnival Permit Application	90 days	N/A
Submit Fireworks Permit Application	30 days	N/A
Submit Temporary Liquor License Application	30 days	N/A
Submit Building (Temporary Tent) Permit Application	30 days	N/A
Submit Temporary Food Service Permit Application(s) (DuPage County Health Dept. – 630-682-7979)	30 days	N/A
Submit <b>Original</b> Certificate of Insurance*	21 days*	12/30/18
Submit Raffle Registration Application	14 days	N/A
Notify residents/businesses of special event	14 days	January 7, 2019
Post "No Firearms" signs at all public entrances (See IL State Police requirements for standardized sign in West Chicago's <i>Special Events Policy</i> )	N/A	Day of Event

**\*If this requirement is not met, the proposed event may be cancelled.**



**SECTION 6 – WAIVER AND HOLD HARMLESS AGREEMENT**

In consideration of the St. Mary's Pro-Life March (name of organization) and its Members, employees, volunteers or guests, being allow to participate in Pro-Life March, (the Activity) the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to St. Mary's Church (name of organization) participation in the Activity.

To the fullest extent permitted by law, the St. Mary's Church (name of organization) hereby agrees to defend, indemnify and hold harmless the City of West Chicago, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City of West Chicago, its officials, agents and employees, arising in consequence of St. Mary's Church (name of organization) participation in the Activity, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of West Chicago, its agents or employees. The St. Mary's Church (name of organization) shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of West Chicago, its officials, agents and employees, in any such action, the St. Mary's Church (name of organization) at its own expense, satisfy and discharge the same.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Waiver and Hold Harmless Agreement on behalf of the St. Mary's (name of organization).

Agreed this 26 day of October, 2018

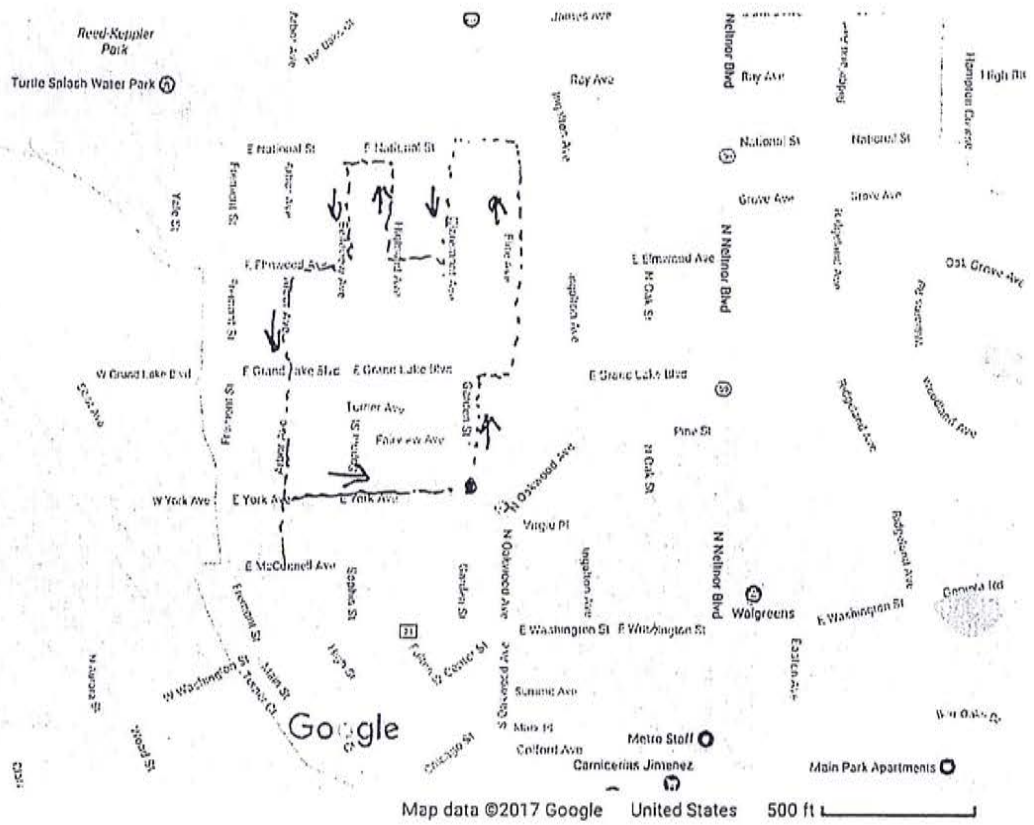
St. Mary's  
Name of Organization

Rev. David Lawrence  
Print Name of Authorized Person

  
Signature of Authorized Person

Pastor  
Title

# Google Maps



1.7 miles / 1:00 hour



The Organization and the authorized signatory below agree to inform the City of West Chicago of any changes in the application at least thirty (30) days prior to the event. *Please note: Final approval of this event is pending satisfactory completion of Certificate of Insurance requirements.*

**Signatory agrees to abide by all requirements of the Special Events Policy, including compliance with the State of Illinois Firearm Concealed Carry Act.**

**\*All applications must be signed and notarized.**

St. Mary's \_\_\_\_\_ Rev. David Lawrence \_\_\_\_\_ 11/6/18  
(Name of Organization) (Print Name of Signatory) (Date)

By *Rev. David Lawrence*  
(Authorized Signatory)



*Jaclyn M. Stern*  
(Notary Public)

Signed and sworn to before me this 6<sup>th</sup> day of November, 2018.

After submitting all forms, your application will be reviewed by City staff. All departments that will be involved in providing services or permits for the event will be notified. **Please do not assume that all aspects of the event will be approved. You may be asked to make some changes to your plan based on the availability of services or scheduling of other events.**

The City of West Chicago reserves the right to cancel any event at any time for reasons deemed necessary by the City Council and/or City Administrator.

**Deliver all completed items to:**  
City of West Chicago  
Attn: Community Development – Special Events  
475 Main Street  
West Chicago, IL 60185

\*\*\*\*\*  
**FOR OFFICE USE ONLY**  
\*\*\*\*\*

Based on the information which has been submitted and contingent upon approval of any necessary inspections the day of the event, the request for a permit has been:

Approved Permit No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title Date

<input type="checkbox"/> Denied Remarks: _____ _____ _____
--

# CITY OF WEST CHICAGO

## Public Affairs Committee AGENDA ITEM SUMMARY

**ITEM TITLE:**

West Chicago Food Festival  
Event Summary & Considerations for 2019 Event

AGENDA ITEM NUMBER: 4. F.

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

COMMITTEE AGENDA DATE: November 26, 2018  
COUNCIL AGENDA DATE: \_\_\_\_\_

STAFF REVIEW: Tom Dabareiner

SIGNATURE  \_\_\_\_\_

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

The Inaugural West Chicago Food Festival took place on Saturday, October 13, 2018 from 11am-4pm. The event was well attended and overall well received. This Agenda Item provides a brief summary of the event outcomes and feedback received from City staff, elected officials, vendors, partners, volunteers, and attendees.

If this event is to occur again in 2019, City staff recommends discussion and recommendations regarding the two most common topics of feedback received: the event date and whether or not alcohol should be allowed.

**ACTIONS PROPOSED:**

- Recommend if the City should sponsor a Food Festival in 2019.
  - If yes, recommend a 2019 event date from the following available options:
    - June 15, 2019
    - August 17, 2019
    - October 12, 2019
  - If yes, recommend whether or not alcohol should be allowed at the 2019 event. If the Committee is in favor of alcohol being served at the event, please specify the nature in which alcohol service would be preferred and/or if there would be any stipulations (i.e. beer tent only, vendor sales only, no hard alcohol allowed, etc.).

**COMMITTEE RECOMMENDATION:**



**2018 West Chicago Food Festival Summary**  
**Prepared by: Bethany Bayci, Special Events Coordinator**

## **Introduction**

The City of West Chicago sponsored the Inaugural West Chicago Food Festival on Saturday, October 13, 2018 from 11:00 a.m. – 4:00 p.m. The Food Festival concept was recommended by the Public Affairs Committee on February 26, 2018 and approved by City Council on March 5, 2018. This event took place outdoors in Downtown West Chicago along Main St. and Galena Streets with activities taking place indoors at the American Legion, City Museum, and Gallery 200. Entry to the festival was free to the public with food available for purchase from a variety of vendors.

The primary goal of this new event was to promote the initiatives outlined in the City's Strategic Plan through a fun and engaging Special Event. This document summarizes the quantitative outcomes of the festival, community feedback, and considerations for a 2<sup>nd</sup> Annual West Chicago Food Festival in 2019.

## **Event Component Outcomes**

### **Attendance**

*Reported headcounts from City staff, volunteers, and vendors allowed us to determine the approximate attendance.*

- Approximately 500-1000 people

### **Food Vendors**

*The goal was a minimum of 10 and a maximum of 20 vendors.*

- 17 approved
  - 6 West Chicago businesses
  - 11 Businesses from outside of West Chicago
- 3 cancelled the week of the event
- 14 attended
  - 3 trucks
  - 11 booths/tents

### **Cooking Demonstrations**

*Sponsored by Healthy West Chicago and the University of Illinois Extension with the facility donated by the American Legion. Featured dish: Veggie Lo Mein.*

- 1 Spanish Demonstration (18 attendees)
  - 8 Hispanic/Latino females between 18-59 years.
  - 3 Hispanic/Latino males between 18-59 years.
  - 7 children under 18 years.
- 1 English Demonstration (28 attendees)
  - 2 white females ages 60 years or older.

- 3 white males ages 60 years or older.
- 7 white females between the ages of 18-59 years.
- 3 Hispanic/Latino females between the ages of 18-59 years.
- 4 white males between the ages of 18-59 years.
- 1 black male between the ages of 18-59 years.
- 7 children under 18 years.

### **Cooking Competition**

*Open to all registered food vendors. Business information remained anonymous during the judging process. Judges ranked each entry based on overall taste. The entry with the highest cumulative score in each category was awarded winner.*

- 3 Judges
- 3 Award Categories
  - Main Dish
    - 4 Entrants
    - Winner: Los Comales – Taco
  - Side Dish
    - 3 Entrants
    - Winner: Pierogi Jo's – Classic Potato Pierogi w/ Jo's Kraut
  - Sweet Treat
    - 4 Entrants
    - Winner: cookies w/ flavor – Blissful Brownie

### **Free Entertainment & Activities**

*Live bands performed on the Main Stage on Galena Street while activities took place along Main Street and at participating indoor locations.*

- 3 live bands
- 8 activities (art, craft, engagement) that aligned with the food theme

### **Community Partners**

*The following community partners provided an in-kind service/product and/or sponsored an activity.*

- American Legion Post 300
- CERT
- Gallery 200
- Healthy West Chicago
- People Made Visible
- RealLife Church
- Republic Bank
- University of Illinois Extension
- Volunteers
- Wheaton Bible Church
- WeGo Crafty Group
- Western DuPage Chamber of Commerce



- West Chicago City Museum
- West Chicago Community High School District 94
- West Chicago Fire Protection District
- West Chicago Park District
- West Chicago Public Library

## Feedback

Feedback was solicited from City staff, elected officials, event partners, vendors, volunteers, and attendees. Overall, event feedback was positive. The City received positive feedback related to the entertainment, activities, layout, community involvement opportunities, Police and Public Works' work to support the event, cleanliness of festival area, and the variety and quality of food vendors. The most common constructive feedback involved discussion related to the event date and the possibility of alcohol being served at next year's event.

The months of June and August were brought up as alternatives to October. Risk of cold weather was the primary concern with October. Below are possible event dates for 2019 along with considerations.

- Event Dates for Consideration
  - *June 15, 2019*
    - Takes place soon after Blooming Fest (May 18, 2019), Hello Summer/Fireworks at the Shell (June 8, 2019) and just before Railroad Days (July 11-14, 2019).
    - Fewer vendors tend to be available due to higher volume of neighboring special events.
    - Risk of hot temperatures and thunderstorms.
    - Summer vacation for students and school admin/staff.
  - *August 17, 2019*
    - Takes place soon after Railroad Days (July 11-14, 2019) and just before Mexican Independence Day Festival (September 14-15, 2019).
    - Fewer vendors tend to be available due to higher volume of neighboring special events.
    - Risk of hot temperatures and thunderstorms.
    - Summer vacation for students and school admin/staff.
  - *October 12, 2019*
    - Greater availability of vendors due to decreased volume of neighboring special events.
    - Risk of cold temperatures and cold rain.
    - School is in session.
    - Takes place soon after Mexican Independence Day Festival (September 14-15, 2019) and just before City Halloween Festivities (October 26, 2019).

The possibility of serving alcohol at the 2019 event was brought up during feedback opportunities. Those providing feedback in support of alcohol believed that alcohol would attract a bigger crowd and higher quality vendors. Increased attendance would boost both vendor sales and foot traffic to downtown businesses. Others commented that lack of alcohol is positive because it promotes a more family friendly atmosphere.

## **Conclusion**

The Inaugural West Chicago Food Festival was well attended and overall well received. City staff recommends that the City of West Chicago sponsor this event again in 2019.

City staff requests Public Affairs Committee recommendations for the following:

- Recommend if the City should sponsor a Food Festival in 2019.
  - If yes, recommend a 2019 event date of the following available options:
    - June 15, 2019
    - August 17, 2019
    - October 12, 2019 (City staff recommendation)
  - If yes, recommend whether or not alcohol should be allowed at the 2019 event.\* (City staff recommends against alcohol in 2019)

*\*If the Committee is in favor of alcohol being served at the event, please specify the nature in which alcohol service would be preferred and/or if there would be any stipulations (i.e. beer tent only, vendor sales only, no hard alcohol allowed, etc.).*



# CITY OF WEST CHICAGO

## PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

AN ORDINANCE MODIFYING  
CHAPTER 4, ARTICLE I, BUILDING CODE,  
OF THE CODE OF ORDINANCES  
OF THE CITY OF WEST CHICAGO

Ord # 2018-O-0055

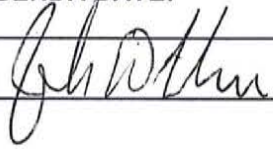
AGENDA ITEM NUMBER: 4.G.

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

COMMITTEE AGENDA DATE: November 26, 2018

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

STAFF REVIEW: John Fincham, Asst. Comm. Dev. Dir.

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

The City is planning construction of an indoor salt storage facility at the 1350 W Hawthorne property. Currently, the building code, per local amendment, would require installation of a fire sprinkler system. As the approximate 8,400 SF structure is proposed to be unheated, this would require installation of a dry system which will result in a significant cost increase estimated to be approximately \$250,000.00.

To address this issue, staff is proposing to modify the existing code amendments to add an exception to Section 903.2.9 of the *2015 International Building Code* and *2015 International Fire Code* as previously amended that exempts "Buildings used primarily for the bulk storage of road salt."

The West Chicago Fire Protection District is aware of the proposed change and has no objections to the modification.

**ACTIONS PROPOSED:**

Approval of the ordinance as presented.

**COMMITTEE RECOMMENDATION:**

**ORDINANCE NO. 2018-O-0055**

**AN ORDINANCE MODIFYING  
CHAPTER 4, ARTICLE I, BUILDING CODE,  
OF THE CODE OF ORDINANCES  
OF THE CITY OF WEST CHICAGO**

**WHEREAS**, the City of West Chicago is authorized, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et. seq., to establish requirements relating to the regulation of construction of buildings and other structures; and,

**WHEREAS**, the City of West Chicago is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and,

**WHEREAS**, the City Council of the City of West Chicago has determined that it is reasonable and in the best interest for the City to update its building codes from time to time to keep pace with current building standards and practices.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of West Chicago, DuPage County, Illinois, in regular session assembled, as follows:

**Section 1.** That Chapter 4, Article I, Section 4-2 (b). be modified by adding the following exception as indicated:

" [F] 903.2.9 Groups S-1 & S-2. An automatic sprinkler system shall be provided throughout all Group S-1 and S-2 occupancies.

**EXCEPTION: Buildings used primarily for the bulk storage of road salt."**

**Section 2.** That Chapter 4, Article I, Section 4-11 (b). be modified by adding the following exception as indicated:

" [B] 903.2.9 Groups S-1 & S-2. An automatic sprinkler system shall be provided throughout all Group S-1 and S-2 occupancies.

**EXCEPTION: Buildings used primarily for the bulk storage of road salt."**



**Section 3.** That this Ordinance shall be in full force and effect after being published in pamphlet form as provided by law.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Alderman J. Beifuss	_____	Alderman L. Chassee	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman Ferguson	_____
Alderman Birch Ferguson	_____	Alderman S. Dimas	_____
Alderman C. Swiatek	_____	Alderman M. Garling	_____
Alderman R. Stout	_____	Vacant – Ward 6	_____
Alderman N. Ligino-Kubinski	_____	Alderman B. Gagliardi	_____

**APPROVED** as to form: \_\_\_\_\_  
City Attorney

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2018.

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

**ATTEST:**

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

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