

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## NOTICE

### PUBLIC AFFAIRS COMMITTEE

**Monday, March 25, 2019**  
**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 February 25, 2019
3. Public Participation / Presentations
4. Items for Consent
  - A. Ordinance No. 19-O-0004 – An Ordinance amending Chapter 8, Article I, Administrative Adjudication System of the West Chicago Code of Ordinances
  - B. Ordinance No. 19-O-0006 – Amending Chapter 11, Article II, Division 6, Affecting Animals of the West Chicago Code of Ordinances
  - C. Proposed 2019-2020 Ride DuPage Pilot Program
  - D. Stations of the Cross – St. Mary Catholic Church
  - E. Memorial Day Race – ABD Cycle Club
  - F. Homecoming Parade – West Chicago Community High School
  - G. 2019 Funding Agreement – Mexican Cultural Center DuPage
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
  - A. West Chicago Police Department February Monthly Report
9. Adjournment

## MINUTES

### PUBLIC AFFAIRS COMMITTEE

**Monday February 25, 2019 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, Swiatek, Gagliardi and Short.

**2. Approval of Minutes.**

**A. Public Affairs Committee Minutes of January 28, 2019.** Alderman Birch Ferguson made a motion, seconded by Alderman Hallett to approve the minutes of the Public Affairs Committee meeting with changes. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson, Swiatek, Gagliardi and Short. Voting Nay: 0. Motion carried.

**3. Public Participation / Presentations.**

**4. Items for Consent.**

**5. Items for Discussion.**

**6. Unfinished Business.**

**7. New Business.**

**8. Reports from Staff.**

- A. West Chicago Police Department January Report.
- B. FY 2018 – Phalen Consulting, Inc.
- C. FY 2018 – People Made Visible

**9. Adjournment.** Alderman Birch Ferguson made a motion to adjourn, seconded by Alderman Hallett. The motion was approved by voice vote, and the meeting adjourned at approximately 7:13pm.

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:** Ordinance No. 19-O-0004  
An Ordinance amending Chapter 8, Article I,  
ADMINISTRATIVE ADJUDICATION SYSTEM of the West  
Chicago Code of Ordinances

**AGENDA NO.** 4. A.

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

**AGENDA DATE:** March 25, 2019

**COUNCIL AGENDA DATE:** April 1, 2019

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

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

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

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

#### ITEM SUMMARY:

Staff would like to revise the Ordinance to reflect the deletion of the following offenses for which a driver could be issued a compliance citation. The reason for removing them is the State of Illinois requires the issuance of these violations to be reported to the State of Illinois.

- Use of Mobile Telephones
- Failure to Wear Properly Adjusted Seat Belt

#### ACTIONS PROPOSED:

Staff recommends adoption of Ordinance No. 19-O-0004.

#### COMMITTEE RECOMMENDATION:



**ORDINANCE NO. 19-O-0004**

**AN ORDINANCE AMENDING CHAPTER 8, ARTICLE I, ADMINISTRATIVE  
ADJUDICATION SYSTEM, OF THE WEST CHICAGO CODE OF ORDINANCES**

**WHEREAS**, the City of West Chicago (hereinafter referred to as “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered, under the Illinois Municipal Code, 65 ILCS 5/11-20-5 to regulate for the public health; and

**WHEREAS**, the City is authorized, pursuant to its police power, 65 ILCS 5/11-1-1, to carry out the powers delegated to it under its grants of authority; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of West Chicago, DuPage County, Illinois, as follows:

Section 1: That Chapter 8, Section 8.4(c), of the Code of Ordinances of the City of West Chicago be amended to delete from the table Failure to Wear Properly Adjusted Seat Belt and Use of Mobile Phones and their associated fines.

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

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

PASSED this 1<sup>st</sup> day of April 2019.

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	_____	Alderman J. Short	_____
Alderman N. Ligino-Kubinski	_____	Alderman B. Gagliardi	_____



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

APPROVED this 1<sup>st</sup> day of April 2019.

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

ATTEST:

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

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

## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Ordinance No. 19-O-0006  
Amending Chapter 11, Article II, Division 6, AFFECTING  
ANIMALS of the West Chicago Code of Ordinances

AGENDA NO. 4. B.

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

AGENDA DATE: March 25, 2019

COUNCIL AGENDA DATE: April 1, 2019

STAFF REVIEW: Michael Uplegger, Chief of Police

SIGNATURE \_\_\_\_\_

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

A significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively).

According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet shop dogs and cats come from puppy mills and kitten mills.

The inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers.

Current Federal, State and County regulations do not properly address the sale of puppy and kitten mill dogs and cats in pet shops. Therefore, staff would like to revise the City Code regarding animals to include prohibiting the sale of puppy and kitten mill animals. Prohibiting the retail sale of puppies and kittens is likely to decrease the demand for puppies and kittens bred in puppy and kitten mills, and will hopefully increase the demand for animals from animal shelters and rescue organizations.

**ACTIONS PROPOSED:**

Staff recommends adoption of Ordinance No. 19-O-0006.

**COMMITTEE RECOMMENDATION:**

**ORDINANCE NO. 19-O-0006**

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE II, DIVISION 6,  
ANIMAL CONTROL AND CARE, OF THE WEST CHICAGO CODE OF ORDINANCES**

**WHEREAS**, the City of West Chicago (hereinafter referred to as “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered, under the Illinois Municipal Code, 65 ILCS 5/11-20-5 to regulate for the public health; and

**WHEREAS**, the City is authorized, pursuant to its police power, 65 ILCS 5/11-1-1, to carry out the powers delegated to it under its grants of authority; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of West Chicago, DuPage County, Illinois, as follows:

Section 1: That Chapter 11, OFFENSES AND MISCELLANEOUS PROVISIONS, Article II. OFFENSES, Division 6, ANIMAL CONTROL AND CARE of the Code of Ordinances of the City of West Chicago be amended to read as follows:

**Chapter 11 OFFENSES AND MISCELLANEOUS PROVISIONS**

**“Article II**

**DIVISION 6. - ANIMAL CONTROL AND CARE**

**Sec. 11-76. - Purpose.**

The purpose of this article is to provide harmonious relationships in the interaction between man and animal by:

- A. Protecting the citizens of West Chicago from rabies by specifying such preventive and control measures as may be necessary;
- B. Protecting animals from improper use, abuse, neglect, inhumane treatment and health hazards, particularly rabies;
- C. Providing security to residents from annoyance, intimidation and injury from dogs and other animals;
- D. Encouraging responsible pet ownership; and
- E. Providing for the assessment of penalties for violators and for the enforcement and administration of this article

**Sec. 11-77. - Definitions**

As used in this article, the following words are defined.

*Administrator:* The licensed veterinarian appointed by the DuPage County Board pursuant to the Illinois animal control act or his authorized representative.



*Animal:* Any live vertebrate creature except man.

*Animal capable of transmitting rabies:* All animals classified as mammals.

*Animal care facility* means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes or rescue organizations.

*Animal control warden:* A DuPage County employee appointed by the administrator.

*Animal rescue organization* means any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue and placement of animals in permanent homes. This term does not include any entity, which is, or is housed on the premises of, a breeder or broker, obtains dogs from a breeder or broker in exchange for payment or compensation, or resells dogs obtained from a breeder or broker and provides payment or compensation to such breeder or broker.

*Animal Shelter:* A facility operated, owned, or maintained by a duly incorporated humane society, animal welfare society, or other non-profit organization for the purpose of providing for and promoting the welfare, protection, and humane treatment of animals. "Animal shelter" also means any veterinary hospital or clinic operated by a veterinarian or veterinarians licensed under the Veterinary Medicine and Surgery Practice Act of 2004 which operates for the above mentioned purpose in addition to its customary purposes.

*Bird:* Any flying vertebrate that is covered with feathers.

*Bite:* Seizure of a person or animal with the jaws or teeth of any cat, dog or other animal capable of transmitting rabies so that the person so seized has been wounded or pierced and further includes contact of the saliva of such cat, dog or other animal with any break or abrasion of the skin.

*Cat:* All members of the classification, *Felis catus*.

*Companion animal:* An animal that is commonly considered to be, or is considered by the owner to be, a pet. "Companion animal" includes, but is not limited to, canines, felines, and equines.

*Confined:* Restriction of an animal at all times by the owner, or his agent, to an escape-proof building, house, or other enclosure away from other animals and the public.

*Control:* Any owned animal that is either secured by a leash or lead, under voice control, contained by invisible fence or within the premises of its owner or another person with the consent of the person and prevented from leaving said premises by some suitable barrier or restriction, or confined within a crate or cage, or confined within a vehicle.

*Dangerous animal:* Includes any of the following types of animals regardless of past behavior: lion, tiger, leopard, ocelot, jaguar, cheetah, margay, mountain lion, lynx, bobcat, jaguarundi, any hybrid thereof, or any other similar feline animal; bear, hyena, wolf, coyote, wolf-dog or coyote-dog hybrid;



any member of the crocodilian family; poisonous reptiles, or any other life threatening reptile; or any other animal which is wild by nature and not usually tamed ("feral naturae") in the eyes of the law.

*Dangerous dog:* Any individual dog, as defined by DuPage Animal Control and Care, anywhere other than upon the property of the owner or custodian of the dog and unmuzzled, unleashed, or unattended by its owner or custodian that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or a companion animal or a dog that, without justification, bites a person and does not cause serious physical injury.

*Department:* The Department of Agriculture of the State of Illinois.

*Dog:* All members of the classification *Canis familiaris*.

*Domestic animal:* Any animal which has been domesticated by man so as to live and breed in a tame condition.

*Enclosure:* A fence or structure of at least 6 feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a vicious dog in conjunction with other measures that may be taken by the owner or keeper, such as tethering of the vicious dog within the enclosure. The enclosure shall be securely enclosed and locked and designed with secure sides, top, and bottom and shall be designed to prevent the animal from escaping from the enclosure. If the enclosure is a room within a residence, it cannot have direct ingress from or egress to the outdoors unless it leads directly to an enclosed pen and the door must be locked. A vicious dog may be allowed to move about freely within the entire residence if it is muzzled at all times.

*Feral cat:* Any cat that is undomesticated or untamed or has returned to an undomesticated or untamed state and is living uncontrolled in the wild.

*Guard dog:* A dog used in a commercial business or by a municipal or police department for the purposes of patrol and protection.

*Guide dog:* A dog trained by a recognized organization to lead the legally blind.

*Impounded:* Taken into the custody of the public animal control facility in the city, town, or county where the animal is found.

*Inoculation against rabies:* The injection of a rabies vaccine approved by the Illinois Department of Agriculture and administered by a licensed veterinarian in accordance with the company's recommendations for the vaccine used.

*Intact animal:* An animal that has not been spayed or neutered.

*Leash:* A cord, rope, strap, or chain which shall be securely fastened to the collar or harness of a dog or other animal and shall be of sufficient strength to keep such dog or other animal under control.

*Licensed veterinarian:* A veterinarian licensed by the State in which he engages in the practice of veterinary medicine.

*Offer for sale means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away or otherwise dispose of a dog or cat*

*Owner:* Any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his care, or acts as its custodian, or who knowingly permits a dog to remain on any premises occupied by him or her. "Owner" does not include a feral cat caretaker participating in a trap, spay/neuter, return or release program.

*Person:* Any individual, firm, corporation, partnership, society, association or other legal entity, any public or private institution, the State of Illinois, municipal corporation or political subdivision of the State, or any other business unit.

*Pet shop:* Means a retail establishment which sells any or all of the following to the general public: pets, pet accessories, and pet supplies. Pet shops can house an accessory veterinary clinic and/or an accessory indoor grooming facility. No pet shop shall sell, deliver, offer for sale, barter, auction, give away, or otherwise transfer or dispose of cats or dogs. Pet shops shall not include an animal care facility or animal rescue organization, as defined. Nothing in this section shall prohibit pet stores from collaborating with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs and cats

*Police animal:* An animal owned or used by a law enforcement department or agency in the course of the department or agency's work.

*Pound or animal control facility:* Any facility licensed by the Illinois Department of Agriculture and approved by the administrator for the purpose of enforcing this article and used as a shelter for seized, stray, homeless, abandoned or unwanted animals.

*Service animal:* Means an animal trained in obedience and task skills to meet the needs of a person with a disability.

*Stray animal:* Any owned animal that is not controlled.

*Vicious dog:* A dog that, without justification, attacks a person and causes serious physical injury or death or any individual dog that has been found to be a "dangerous dog" upon three (3) separate occasions.

*Voice control:* The immediate recall of an animal at the sound of the voice of the owner.

*Wolf-dog or coyote-dog hybrid:* Any animal that results from the cross breeding of a wolf or coyote with a dog.

#### Sec. 11-78. – Animal Care

- A. No owner shall fail to provide his animals with sufficient wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering and with humane care and treatment. Proper shelter and protection from the weather shall be defined as for a dog to be a building, moisture proof, with a dry floor and adequate and clean bedding material. A horse shall need a building of a least three (3) walls and a roof. It shall have a dry floor with clean and adequate bedding of straw, chips or other suitable material.-The inside dimensions of the building shall have a measured area (length times width) of at least three (3) times the length of the animal. For a horse the dimensions shall be five (5) times the length of the animal. The length of the animal is the distance from the nose to base of tail.



- B. No person shall beat, torment, overload, overwork or otherwise abuse an animal.
- C. No person shall own, keep, harbor, or otherwise maintain within the City, any breeds of fowl that are or will be used in the pursuit of and staging of cockfighting on any premises.
- D. No person shall promote, conduct or carry on, advertise, collect money or in any other manner assist in the presentation for purposes of sport, wagering, or entertainment, any show, exhibition, program, or other activity involving a fight between two (2) or more animals or any animal or human, or the intentional killing or injuring of any animal nor any simulated version of the same that involves baiting or inciting an animal toward intent to fight.
- E. No person shall hold a greased pig contest.
- F. No person shall be permitted to keep animals in violation of the "Illinois Humane Care for Animals Act" or the "Illinois Animal Welfare Act".
- G. No owner may abandon any animal where it may become a public charge or may suffer injury, hunger or exposure.
- H. No person shall keep any animal within a building or upon any premises without food, water or proper care and attention for a period of time sufficient to cause undue discomfort or suffering. If the owner cannot be located after reasonable search, or if the owner shall be known to be absent due to injury, illness, incarceration or other involuntary circumstances, it shall be the duty of the Officer/Community Service Officer to act upon the complaint as directed by the "Illinois Humane Care for Animals Act".
- I. No person shall give away or use any live animal as a prize for or as an inducement to enter any contest, game or other competition or as an inducement to enter a place of amusement or offer such animal as an incentive to enter any business agreement whereby the offer was for the purpose of attracting trade.
- J. No person shall bring or cause to have brought into the City, sell, offer for sale, barter or display living baby chicks, ducklings or other fowl or rabbits which have been dyed, colored or otherwise treated so as to impart to them an artificial color, or give away as pets or sell, offer for sale, barter or give away at no cost or as novelties or prizes. Nothing in this subsection shall be construed to prohibit legitimate commerce in poultry for agricultural or food purposes.
- K. No person may knowingly poison or cause to be poisoned any domesticated animal. The only exception will be written permit from the Illinois Department of Agriculture for the purpose of controlling diseases transmissible to humans or other animals and only when all other methods and means have been exhausted. Such a permit shall name a person or persons conducting the poisoning, specify the products to be used, give the boundaries of the area involved and specify the precautionary measures to be employed to ensure the safety of humans and other animals. Any drugs for euthanasia shall be administered by a licensed vet or a certified euthanasia technician.
- L. No person shall kill or wound, attempt to kill or wound or take the nest or eggs or young of any bird that is protected by federal or state law. Birds that are not regulated by the Illinois Department of Conservation are excluded from this restriction during the period of regulation.
- M. No person shall kill or wound, or attempt to kill or wound, or take or attempt to take any fish or wildlife in violation of any federal or state law or regulation.
- M. No person shall keep or permit to be kept or display for exhibition purposes any wild animal contrary to federal, state and local laws or regulations.
- N. No person shall permit at any time his animal to:



1. Run uncontrolled;
  2. Make disturbing noises, including but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is being kept or harbored;
  3. Molest persons or vehicles by chasing, barking or biting;
  4. Attack other animals;
  5. Damage property other than the owner's.
- O. No person shall allow cat or dog feces to accumulate in any yard, pen or premises in or upon which a cat or dog shall be confined or kept so that it becomes offensive to those residing in the vicinity or a health hazard to the residing cat or dog.
- P. No person shall fail to remove feces deposited by his cat or dog, except guide dogs, upon the public ways or within the public places of the City or upon the premises of any person other than the owner without that person's consent.
- Q. No person shall leave any animal unattended in a motor vehicle or enclosed trailer when the outside temperature shall exceed thirty (30) degrees Celsius (86° F) or contain any animal in such manner that said animal does not have proper air circulation while confined in a motor vehicle, trailer, kennel, dog house, or any type of container or structure in which an animal may be confined.
- R. No person shall own any animal which is known to be infected with, or an animal which an owner should know is infected with, any disease transmissible to other animals or man, including severe parasitism, unless such animal shall be confined in such a manner as not to expose other animals or man.
- S. Any animal which is on any public way or public place and which appears to be injured or severely diseased and for which care is not being provided on the scene by the owner or any injured or severely diseased animal that has strayed onto private premises shall be removed, if possible, to the care of the DuPage County Department of Animal Care and Control, or to the nearest veterinarian or veterinary hospital willing to accept same without guarantee of payment. If immediate removal shall not appear practical or possible or if the removed animal is in critical condition such animal may be deprived of life by the most humane method available on the scene unless the owner shall come forward beforehand and assume responsibility for immediate removal and care.
- T. Any person who, as the operator of a motor vehicle, strikes an animal shall stop at once and render such assistance as may be possible; or shall immediately report such injury to the animal owner, if known; or to the appropriate law enforcement agency.
- U. Any person having a dead animal within his possession or control or upon any premises owned or occupied by such person without the proper permit shall dispose of the dead animal in compliance with the Illinois Dead Animal Disposal Act.
- V. Every person in possession or control of any stable or place open for public use where any animals are kept, shall maintain the stable or place at all times in a clean, sanitary condition and conform to Illinois Fire Prevention Regulations.
- W. No person shall chain or leash a dog unattended outside unless the chain is at least twelve (12) feet long so as to allow for adequate exercise and freedom of movement and the period of confinement is less than thirty (30) minutes. The use of the term "unattended" shall for the purposes of this subsection be defined as the absence of an owner or other care taker of a dog from the premises where the dog is located.



- X. No person driving a motor vehicle shall transport any animal in the back of the vehicle in a space intended for any load on the vehicle unless the space is enclosed or has side and tail racks to a height of at least forty-six (46) inches extending vertically from the floor, the vehicle has installed means of preventing the animal from being discharged, or the animal is cross tethered to the vehicle, or is protected by secured container or cage in a manner which will prevent the animal from being thrown, falling or jumping from the vehicle.
- Y. Nothing in this article shall prohibit the use of traps designed to kill pests or vermin such as mice, rats, gophers or moles when used for their intended purpose.

Sec. 11-79. – Rabies Vaccination

- A. Every owner, except animal shelters, animal impounding facilities and laboratory animal facilities, of a cat or dog four (4) months or more of age shall cause such cat or dog to be inoculated with rabies vaccine by a licensed veterinarian at such intervals as approved by the Illinois Department of Agriculture. The rabies vaccine shall be licensed by the United States Department of Agriculture and approved by the Illinois Department of Agriculture.
- B. Evidence of such rabies inoculation shall be entered on a certificate approved by the DuPage County Board. Veterinarians who inoculate a cat or dog shall procure from the DuPage County Animal Care and Control serially numbered tags, one (1) to be issued with each inoculation certificate. Only one (1) cat or dog shall be included on each certificate. Upon change of ownership application shall be made for a new inoculation certificate. Such tags shall be attached to the collar or harness worn by the cat or dog which the tag was issued when the cat or dog is off the property of the owner.

Sec. 11-80. - Biting Animal Capable of Transmitting Rabies

- A. It shall be unlawful for any person knowing that an individual has been bitten by an animal to refuse to notify, within twenty-four (24) hours, the police or other officer with the delegated authority who are responsible for the area in which the bite occurred.
- B. When the administrator receives information that any person has been bitten by an animal the administrator shall have the owner confine the biting animal under observation of a licensed veterinarian for a period of ten (10) days beginning within twenty-four (24) hours of the biting incident. All dogs and cats under observation, owned by a resident of the City, shall be implanted with a microchip approved by the administrator at the time of the first examination unless the animal is to be euthanized. The microchip number shall be reported to DuPage Animal Care and Control with the DuPage County Rabies Observation Notice. The biting animal may be confined in the house of its owner in a manner which will prohibit it from biting any person or animal if the administrator or other licensed veterinarian adjudges such confinement satisfactory.
  - 1. When the biting animal is currently inoculated with rabies vaccine the animal's health shall be reported by the veterinarian to the DuPage County Animal Care and Control on the first and tenth days of the observation period for rabies.
  - 2. When the biting animal is not currently inoculated with rabies vaccine the animal's health shall be reported by the veterinarian to the DuPage County Animal Care and Control on the first, fifth and tenth days of the observation period for rabies.
  - 3. When the biting animal is not currently inoculated with rabies vaccine and the owner refuses to have the animal examined by a veterinarian, DuPage County Animal Care and Control shall impound the animal for a period of ten (10) days. If the animal is not reclaimed by the owner within five (5) days of the end of the observation period, the animal will be euthanized.



- C. Confirmation of the health of the biting animal shall be sent by the veterinarian to the DuPage County Animal Care and Control within twenty-four (24) hours of the first and final examinations. Official forms shall be provided by DuPage County Animal Care and Control.
- D. When an animal confined for biting shows signs of rabies or acts in a manner which would lead a person to believe that an animal may have rabies, the owner or veterinarian shall notify the administrator immediately by telephone or in person of these signs. The administrator shall immediately notify the physician attending the bitten person or responsible health agency as soon as he receives notice of such signs.
- E. If the animal confined is determined not to be infected with rabies at the end of the period of confinement it shall be released from quarantine. The animal owner shall show proof of rabies inoculation for cats and dogs and shall pay any fee, charge or penalty including any fee for veterinary services attributed to the bite. A confined animal, when not redeemed by the owner may be disposed of in accordance with the Illinois state law.
- F. It shall be unlawful for the owner of a biting animal to euthanize, sell, give away or otherwise dispose of or have inoculated against rabies the animal known to have bitten a person until it has been released from confinement for observation for rabies by the administrator. It shall be unlawful for the owner of such animal to refuse or fail to comply with the written or printed instructions made by the administrator. If such instructions cannot be delivered in person they shall be mailed to the owner of such animal by regular mail, postage prepaid. The affidavit or testimony of the administrator delivering or mailing such instructions is prima facie evidence that the owner of such animal was notified of his responsibilities.

Sec. 11-81. – Rabies Case Procedure

- A. It shall be unlawful for the owner of an animal which shows signs of rabies or which acts in a manner which would lead a person to believe that such animal may have rabies to fail to notify the local police immediately by telephone or in person.
- B. The administrator shall investigate each report of an animal which shows signs of rabies or acts in a manner which would lead a person to believe that the animal may have rabies. Upon determination by the administrator or a licensed veterinarian that an animal may be infected with rabies, the owner of such animal shall be required by the administrator to surrender the animal to the administrator or a licensed veterinarian for confinement for a period of time as determined by the Illinois Department of Agriculture.
- C. When the animal confined is determined to be infected with rabies by the examining veterinarian the administrator shall order the animal humanely destroyed. A copy of this order shall be given to the owner of the animal or mailed to the last known address of the owner. Any animal capable of transmitting rabies in direct contact with the rabid animal whether or not the exposed animal has been inoculated with rabies shall be confined as recommended by the administrator. The administrator may order the exposed animal euthanized.
- D. If the animal confined is determined not to be infected with rabies at the end of the period of confinement it shall be released to the owner of such animal upon presenting proof of a current rabies inoculation certificate for cats and dogs and payment of any fee, charge or penalty including any fee for veterinary services. If the animal is not redeemed by the owner, the animal may be disposed of in accordance with Illinois State Law.



- E. Whenever a case of rabies has occurred in a locality, or whenever the proper officials of a government unit are apprehensive of the spread of rabies, the administrator shall act as directed by the rules and regulations of the Illinois Department of Agriculture.

Sec. 11-82. Stray Animals.

- A. Whenever an Officer or Community Service Officer observes or is informed that an animal is roaming freely and not under the control of the owner, the animal shall be immediately apprehended and impounded. Any person may apprehend a stray animal and inform the local police or the administrator so that the stray animal can be impounded.
1. All stray animals impounded shall have a record. The record shall include the owner's name, address and telephone number, if known; species or breed, color, sex and physical condition of the animal; license or tag number, if known; and the time and date impounded.
  2. The stray animal owner is responsible for all costs relating to the apprehension and impoundment of the animal found not under control.
  3. Owners of any dog or cat adopted from DuPage County Animal Care and Control shall have the animal examined by a veterinarian within seven (7) days of adoption and receive any necessary vaccinations and medications. The adopting owner shall not sell the animal nor use it in any way as a source of revenue. The adopting owner shall not give away or dispose of in any manner the animal within one (1) year of the date of adoption without the approval of the administrator.

Sec. 11-83. Restrictions on Controlled Cats and Dogs

- A. Cats and dogs shall not be permitted to enter any place where food is processed for human consumption. Guide dogs and Guard Dogs used in food establishments are exempt from this restriction.
- B. Cats and dogs, except guide dogs, shall not be present at or upon any school premises, public playground or public swimming pool unless official written permission has been granted by the public agency or its agent owning the property. At no time shall cats and dogs be permitted in any sand box or sand piles in which children play.

Sec. 11-84. Female Cats and Dogs in Heat

All cats and dogs in heat (estrus) shall be confined in a building or secure enclosure and attended in such a manner that such female cat or dog cannot come into contact with a male of the same species except for planned breeding.

Sec. 11-85. Certain Animals Prohibited

Possession of a lion, tiger, leopard, ocelot, jaguar, cheetah, margay, mountain lion, lynx, bobcat, jaguarundi, any hybrid thereof, or any other similar feline animal, bear hyena, wolf coyote, wolf-dog or coyote-dog hybrid, any member of the crocodilian family, poisonous reptile, or any other life threatening reptile or any other animal which is feral naturae in the eyes of the law shall be prohibited except by any person or institution possessing state and/or federal permits enabling them to keep such animals.

Possession of any roosters, chickens or any similar fowl, or hybrid thereof is also prohibited.

## Sec. 11-86. Vicious Dogs

The applicable sections of the Illinois Animal Control Act, including, but not limited to, 510 Illinois Compiled Statutes Sections 5/15 and 5/26 are hereby incorporated as if set forth fully herein relative to the regulations of vicious dogs within the City.

## Sec. 11-87. Limit on number of animals

There shall be a maximum limitation per household of three (3) domestic animals; provided however, that any newborn animals shall be allowed to remain in the household despite the limitation of this section for up to four (4) months from the date of birth. Every animal exceeding the limit per household is subject to impoundment.

## Sec. 11-88. Restrictions on the Sale of Animals ~~Invisible Fencing~~

No pet shop shall sell, deliver, offer for sale, barter, auction, give away, or otherwise transfer or dispose of cats or dogs. Nothing in this section shall prohibit pet stores from collaborating with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs and cats. ~~Persons who utilize "invisible fencing" to contain any animal must display prominently on their property immediately adjacent to the public right-of-way a sign, no more than one square foot in area, which indicates that any animal located thereon is contained by way of "invisible fencing." Invisible fencing installed after July 3, 2017, must be set back from the public right-of-way a minimum of four (4) feet.~~

## Sec. 11-89. Invisible Fencing

Persons who utilize "invisible fencing" to contain any animal must display prominently on their property immediately adjacent to the public right-of-way a sign, no more than one square foot in area, which indicates that any animal located thereon is contained by way of "invisible fencing." Invisible fencing installed after July 3, 2017, must be set back from the public right-of-way a minimum of four (4) feet.

## ~~Violations; Punishments~~

~~Violations of this section may be abated pursuant to the procedures set forth in section 10-4 of this Code. In addition, anyone violating this section shall be subject to the penalty set forth in section 1-8 of this Code."~~

## Secs. 11-90. – Violations; Punishments

Violations of this section may be abated pursuant to the procedures set forth in section 10-4 of this Code. In addition, anyone violating this section shall be subject to the penalty set forth in section 1-8 of this Code."**Reserved."**

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

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



PASSED this 1<sup>st</sup> day of April 2019.

Alderman J. Beifuss	_____	Alderman L. Chassee	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman Ferguson	_____
Alderman Birch Ferguson	_____	Alderman S. Dimas	_____
Alderman K. Meissner	_____	Alderman M. Garling	_____
Alderman R. Stout	_____	Alderman J. Short	_____
Alderman N. Ligino-Kubinski	_____	Alderman B. Gagliardi	_____

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

APPROVED this 1<sup>st</sup> day of April 2019.

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

ATTEST:

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

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

## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Proposed 2019-2020 Ride DuPage Pilot Program

AGENDA ITEM NUMBER: 4.C.

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

COMMITTEE AGENDA DATE: March 25, 2019

COUNCIL AGENDA DATE: April 1, 2019

**STAFF REVIEW:**

SIGNATURE \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:**

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

City staff has been in discussion with staff members from the City of Warrenville and Winfield Township regarding a proposed one-year pilot Ride DuPage Pilot Program for 2019-2020.

This new transportation Program would enhance the existing program that is being offered through Winfield Township by increasing the travel boundaries and expanding the hours of service.

At the Public Affairs Committee meeting on May 29, 2018, the Committee provided City staff with direction to move forward with the 1-year pilot program to provide paratransit service to the residents of City of West Chicago that reside within the boundaries of Winfield Township. \$20,000 was included in the 2019 Budget to cover the costs of this 1-year pilot program.

City staff have received and reviewed the final Intergovernmental Agreement between Pace and the City.

**ACTIONS PROPOSED:**

Recommend approval of the Intergovernmental Agreement with Pace to provide paratransit service for the period of April 25, 2019 through April 24, 2020.

**COMMITTEE RECOMMENDATION:**



RESOLUTION NO. 19-R-0020

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WEST  
CHICAGO AND PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL  
TRANSPORTATION AUTHORITY

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute and the City Clerk is authorized to attest a certain Intergovernmental Agreement between the City of West Chicago and Pace, the Suburban Bus Division of the Regional Transportation Authority, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 1<sup>st</sup> day of April, 2019.

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

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

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

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

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

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

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made between the City of West Chicago, an Illinois body corporate and politic ("CITY"), and Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("PACE"). CITY and PACE are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

## RECITALS

**WHEREAS**, the CITY and PACE are public agencies and governmental units within the meaning of the Illinois Governmental Cooperation Act, (5 ILCS 220/1, *et seq.*) and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and

**WHEREAS**, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

**WHEREAS**, the CITY is a member of the Inter-Agency Paratransit Coordinating Council (IAPCC), an association of governments, non-profit agencies, and citizen representatives that has been working since 1995 to improve paratransit services in DuPage County, Illinois; and IAPCC asked DuPage County to serve as the lead agency and has implemented the *Ride DuPage Coordinated Transportation Service*, hereinafter referred to as the PROJECT; and

**WHEREAS**, the IAPCC has branded the coordinated paratransit services provided by the PROJECT as "Ride DuPage"; and,

**WHEREAS**, the CITY finds it necessary and desirable to contract for the services of a Coordinator who shall be responsible for the operation of the PROJECT; and

**WHEREAS**, PACE is in the business of public transportation, has the necessary expertise, and is willing to provide the services of a Coordinator as described herein; and

**WHEREAS**, the Parties wish to cooperate in promoting and encouraging the use of public transportation by improving the availability of paratransit services to DuPage County residents with disabilities, who are elderly, or otherwise have limited access to conventional modes of transportation; and

**WHEREAS**, the current Sponsors participating in the PROJECT are Naperville Township, Lisle Township, Milton Township, Addison Township, Wheaton Township, City of Naperville, Village of Glen Ellyn, City of Wheaton, Village of Bensenville, City of Elmhurst and DuPage County, as lead agency and upon execution of this Agreement, the participating Sponsors shall include Winfield Township, City of West Chicago and City of Warrenville; and

**WHEREAS**, the IAPCC has designated an Operations Committee for the



PROJECT consisting of the Supervisors/Managers of the aforementioned Townships and Cities or Villages; and

**WHEREAS**, the Parties desire to enter into this Agreement to memorialize the roles and responsibilities of the Parties in operating and implementing the PROJECT; and

**NOW THEREFORE**, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

**1.0 PROJECT DESCRIPTION.**

- 1.1 PACE shall operate the PROJECT for the provision of Paratransit services to residents of the aforementioned Townships, Cities, and Villages in DuPage County who are determined to be eligible and registered for the services.
- 1.2 PACE shall give due consideration to the recommendations and policies of the CITY in implementing and operating the PROJECT.
- 1.3 PACE shall implement Paratransit service as described in Exhibit A and Exhibit B attached hereto.

**2.0 DEFINITIONS.**

For the purposes of this Agreement, the following definitions shall apply:

- 2.1 Administrative policies and/or procedures means policies and procedures required to operate the PROJECT day-to-day operations, including, but not limited to dispatching, scheduling, reporting, billing, and other policies and procedures which may be required to operate the PROJECT.
- 2.2 Carrier means a public or private entity providing passenger transportation for the PROJECT on a regular and continuing basis.
- 2.3 Eligible Rider means any person who registers and is deemed eligible by one of the Sponsors for participation in the PROJECT.
- 2.4 Eligible Trip means Paratransit transportation taken by an Eligible Rider to a destination approved by the Sponsors and acceptable to the CITY and PACE.
- 2.5 Mobility Management/Call Center Services means the performance of call taking and all or any part of functions that may include but not limited to service monitoring, passenger trip reservations, trip scheduling, dispatching, facilitation of all carriers, passenger registration, travel planning, service coordination and travel information.
- 2.6 Operating Cost means Operating Deficit, minus the PACE Contribution, if applicable.

- 2.7 Operating Deficit means the total Operating Expense minus the fare revenue.
- 2.8 Operating Expense means the total cost incurred by PACE to operate the PROJECT but does not include the cost incurred by PACE to operate the Mobility Management/Call Center Services on behalf of the CITY.
- 2.9 Operations Committee means the representatives of Naperville Township, Lisle Township, Milton Township, Addison Township, Wheaton Township, City of Naperville, Village of Glen Ellyn, City of Wheaton, Village of Bensenville, City of Elmhurst, and DuPage County, as lead agency. Upon execution of this Agreement the Operations Committee shall include Winfield Township, City of West Chicago and City of Warrenville.
- 2.10 PACE Contribution means the PACE budgeted annual subsidy for the PROJECT.
- 2.11 Paratransit service means the provision of demand responsive transportation by a Carrier.
- 2.12 Sponsor means a unit of local government or an agency that will participate in the PROJECT providing Paratransit services to its Eligible Riders.

### **3.0 FUNDING.**

- 3.1 PACE shall invoice the CITY monthly for the CITY share of the PROJECT Operating Cost of service and a portion of the Mobility Management/Call Center Cost. Each invoice shall summarize the services delivered and shall be submitted in a format mutually agreed to by the Parties and shall request reimbursement for hours and itemized costs required to complete those services. Invoices for the work performed under this Agreement shall be subject to review by the CITY. Invoices billed by PACE for services to operate the PROJECT shall be reimbursed to PACE at the rates agreed to in the contracts with Carriers and the Mobility Management/Call Center Services contractor.
- 3.2 Upon receipt, review and approval of properly documented invoices, the CITY shall pay, or cause to be paid, to PACE, the amounts invoiced. The CITY may not deny a properly documented claim for compensation, in whole or in part, without cause. The CITY shall not be required to pay PACE more often than monthly.



Upon receipt, review and acceptance of all deliverables specified in this Agreement, final payment shall be made to PACE, in accordance with the Illinois Prompt Payment Act. Payment shall be sent to:

Pace, the Suburban Bus Division of the RTA  
550 W. Algonquin Road  
Arlington Heights, IL 60005  
Attn: Accounts Payable

#### **4.0 RESPONSIBILITIES OF THE PARTIES**

- 4.1 PACE and CITY shall review and consider the administrative policies and/or procedures developed and recommended for the PROJECT by the Operations Committee. Any administrative policies and/or procedures recommended by the Operations Committee shall be subject to approval and adoption by DuPage County and PACE.
- 4.2 PACE and the CITY shall review this Agreement at least semi-annually.
- 4.3 The CITY shall be responsible for the implementation and oversight of the Administrative Policies and/or Procedures that have been reviewed, approved, and adopted by DuPage County and PACE.
- 4.4 The CITY shall be responsible for the execution and maintenance of any necessary agreements with the PROJECT Sponsors to provide transportation services as described in Exhibit A and Exhibit B, as well as adherence to PROJECT Administrative Policies and/or Procedures as determined by the DuPage County and PACE.
- 4.5 PACE shall review and consider service parameters developed and recommended for the PROJECT by the various Sponsors, including but not limited to service boundaries, rider eligibility, fare structure, days and hours of service, related to an Eligible Rider's compliance with guidelines for usage. However, any service parameters developed by the PROJECT Sponsors shall be subject to approval and adoption by DuPage County and PACE.
- 4.6 PACE shall contract with multiple Carriers for the delivery of Paratransit Services and central Call Center services. Said carriers shall be subcontractors responsible to PACE. CITY shall have no liability for the actions or omissions of any third-party service providers affiliated in any way with the PROJECT.
- 4.7 PACE shall review and consider any service standards developed by the Operations Committee. However, PACE shall, while allowing for sponsor-specific service standards, work in cooperation with DuPage

County, to establish consistent service standards applicable to the PROJECT, subject to the approval of DuPage County and PACE.

- 4.8 PACE shall have the right to make minor revisions to the service standards upon written notification to, and concurrence by, DuPage County.
- 4.9 PACE shall be responsible for performance of the day-to-day operations of the PROJECT and shall enter into contracts with Carriers for the delivery of Paratransit Services and Call Center Services including but not limited to booking reservations, trip scheduling and dispatch services.
- 4.10 PACE shall be responsible for submitting to the CITY, invoices and a monthly report containing the cost of services related to the operation and management of the PROJECT that have been provided by PACE directly or through Carriers within sixty (60) days following the end of each month of service.
- 4.11 Within the approved budget, PACE agrees to maintain appropriate PACE employees, Carriers, and any subcontractor staffing required to perform all necessary operating and administrative functions.
- 4.12 PACE may limit the hours available for the scheduling of trip requests and dispatching of vehicles. Determination of the hours and days of service for PACE funded services provided to satisfy federal and/or state ADA guidelines shall not require the approval of the CITY or DuPage County.
- 4.13 PACE subcontractor dispatch personnel shall be available during all hours in which a vehicle transporting an Eligible Rider is in service.
- 4.14 PACE shall supply the CITY with data relative to the quantity, quality, and cost of services provided by PACE and its contracted Carriers within 45 days following the end of each month.
- 4.15 PACE shall provide a standardized monthly report to the CITY as described in Exhibit C attached hereto.
- 4.16 Although PACE shall not be responsible for any failure to provide service due to circumstances beyond its control, PACE shall be responsible for making every reasonable effort to restore service as soon as practical under the circumstances.
- 4.17 PACE shall be responsible for requiring that all vehicle operators employed by Carriers providing services pursuant to this Agreement possess a valid Illinois driver's license appropriate to the vehicle being operated and that they meet the minimum requirements for the operation of passenger transportation as mandated by Federal regulations, the State of Illinois and all other applicable laws or regulations. PACE and all



Carriers shall agree that any and all operator licenses and licenses required of the operating Carrier by State, local, and/or regulating authorities shall be maintained in good standing at all times during the Term of this Agreement.

- 4.18 Upon request, the CITY shall be entitled to have access to the records maintained by PACE with respect to this Agreement.
- 4.19 The Mobility Management/Call Center Services are performed for other entities in addition to the CITY.
- 4.20 The Parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of this service because of race, creed, color, age, sex, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, State and Federal laws and regulations, including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted PROJECT of the Department of Transportation.

## **5.0 GOVERNMENT REGULATIONS.**

- 5.1 The CITY and PACE shall each comply with all applicable local, State and Federal statutes, ordinances and regulations and obtain licenses or permits, or other mandated approvals, now in force, or which may hereafter be in force, pertaining to this Agreement and the PROJECT.
- 5.2 With respect to employees, laborers, contractors, subcontractors and any and all other persons or entities employed, directed or controlled by PACE, and whose services are used in the fulfillment of any this Agreement with the CITY, PACE hereby agrees and promises that it will carry out all necessary actions to insure compliance with the documentation requirements and all other terms, provisions and requirements of the Immigration Reform and Control Act of 1986, as amended, 8 U.S.C. §101 *et seq.*
- 5.3 With respect to any and persons or entities employed, directed or controlled by PACE, and whose services are used pursuant to this Agreement, PACE will insure compliance with the terms, provisions and requirements of the Federal Minimum Wage Act, 29 U.S.C. Sec. 201 *et seq.*, and the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as amended.

## **6.0 INDEMNIFICATION.**

PACE shall indemnify, defend, and hold harmless CITY and CITY'S directors, officers, agents, employees, contractors, and subcontractors from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments,

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demands, awards, expenses, and costs, including reasonable attorneys' fees, for personal injury, death, or property damage resulting from Pace's intentional or negligent acts or omissions.

CITY shall indemnify, defend, and hold harmless PACE and PACE's directors, officers, agents, employees, contractors, and subcontractors from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including reasonable attorneys' fees, for personal injury, loss of life, or property damage resulting from CITY'S intentional or negligent acts or omissions.

PACE shall require that its Carriers and/or subcontractors indemnify and defend PACE and the CITY, and their respective officers, employees and elected officials from and against any claims, liability or judgments resulting from the negligence of such Carrier and/or subcontractor.

No Party shall be liable for or be required to indemnify the other Party for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by the Party claiming indemnification ("Claimant") to the indemnifying Party ("Indemnitor") regarding any claim which Claimant believes to be covered under this paragraph, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but Claimant shall have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this paragraph.

## **7.0 TERM AND TERMINATION.**

- 7.1 The Term of this Agreement shall begin April 25, 2019 and shall continue through April 24, 2020 unless earlier terminated by a Party in accordance with the terms of this Agreement.
- 7.2 Either Party may terminate this Agreement without cause and without penalty, upon 60 days advance written notice of termination to the other Party.

## **8.0 MISCELLANEOUS.**

- 8.1 **Headings.** The section headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.
- 8.2 **Waiver.** Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.
- 8.3 **Assignment.** No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.



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8.4 **Amendment.** No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.

8.5 **Entire Agreement and Non-reliance.** This Agreement, including the introductory Recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

CITY represents and warrants that: (a) CITY has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by CITY to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to CITY with respect to this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) CITY has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, CITY acknowledges that Pace will not have or be subject to any liability to CITY resulting from the distribution to CITY or CITY's use of any information, including any information provided or made available to CITY or any other document or information in any form provided or made available to CITY, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

8.6 **Survival.** Any provision of this Agreement that imposes an obligation after termination of this Agreement shall be deemed to survive termination of this Agreement.

8.7 **Pace Board Authority.** This Agreement has been properly authorized by the Pace Board of Directors.

8.8 **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

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- 8.9 **Binding Effect.** This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.
- 8.10 **Force Majeure.** Neither Party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war which are beyond the control of the non-performing Party.
- 8.11 **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.
- 8.12 **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.
- 8.13 **Notice.** Any notice under this Agreement shall be in writing and shall be given in the following manner:
- (a) by personal delivery (deemed effective as of the date and time of delivery);
  - (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
  - (c) registered or certified mail return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
  - (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Standard Time on Monday through Friday, excluding federal holidays. The notice shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:



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**If to Pace:**

Pace  
550 W. Algonquin Road  
Arlington Heights, IL 60005  
Attn: Executive Director  
cc: Melinda J. Metzger

**If to City of West Chicago:**

City of West Chicago  
475 Main Street  
West Chicago, IL 60185  
Attn: Michael Guttman, City Administrator  
cc: Adrian Marquez

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates below.

**CITY OF WEST CHICAGO**

**PACE**

\_\_\_\_\_

**Ruben Pineda**

\_\_\_\_\_

**Rocco L. Donahue**

\_\_\_\_\_

**Mayor**

Print Title

\_\_\_\_\_

**Executive Director**

Print Title

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

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

# EXHIBIT A

## SERVICE DESCRIPTION

### City of West Chicago- Ride DuPage Sponsor

*The Ride DuPage service description or parameters are subject to change and approval by the participating Sponsors, DuPage County, and PACE.*

<b>TYPE OF SERVICE</b>	Demand response <b>curb to curb</b> paratransit services will be provided for eligible riders of the CITY, as a participating Sponsor in the Ride DuPage Program.
<b>SERVICE OPERATED BY</b>	PACE will contract with transportation provider(s) (the "Contractor") to provide the service, which is the subject of this Agreement. This includes paratransit service providers and taxi providers.
<b>TRIP RESERVATION METHOD</b>	<p>Monday through Friday: <b>6:00am to 6:00pm</b>  Saturday, Sunday and Holidays: <b>8:00am to 5:00pm</b></p> <p>Reservations shall be accepted at the PACE call center maximum of seven (7) days in advance and a minimum of one 1 day in advance of the day of service.</p> <p>Trips requested on the same day of service may be accommodated if the day's schedule allows.</p> <p>Subscription service is allowable, as defined by PACE Suburban Bus. Passengers are to contact the CITY to apply for subscription service.</p>
<b>SERVICE AREA</b>	DuPage County and the surrounding areas
<b>SERVICE HOURS</b>	<p>7 days a week, 24 hours a day including holidays</p> <p>Whenever possible, pick-up times are negotiated to optimize the efficiency of daily routes.</p>
<b>ONE-WAY FARE</b>	<p><b>\$2.00</b> to load vehicle and <b>\$1.00</b> for every mile thereafter</p> <p><b>Personal Care Attendant (PCA) or Companions:</b> Registered riders are allowed one PCA or travel companion at no additional charge.</p> <p>Additional PCA or companions are limited to the vehicle capacity and must pay the full applicable fare. This includes children of all ages.</p>
<b>SERVICE CAPACITY</b>	Service demand dictates service capacity. Denials are not allowed for reservations made 1 to 7 days in advance.
<b>RIDER ELIGIBILITY</b>	The participating sponsors of the Ride DuPage Program or their respective designee(s) assigned shall determine rider eligibility. The CITY as a Ride DuPage sponsor will determine the eligibility of rider(s) requesting service.
<b>RIDER REGISTRATION FOR SERVICE</b>	The participating sponsors shall submit registration forms to the PACE call center through a designated e-mail box. PACE shall enter registrations within three to five business days. PACE shall maintain a database of registered riders. Riders must be registered for service.

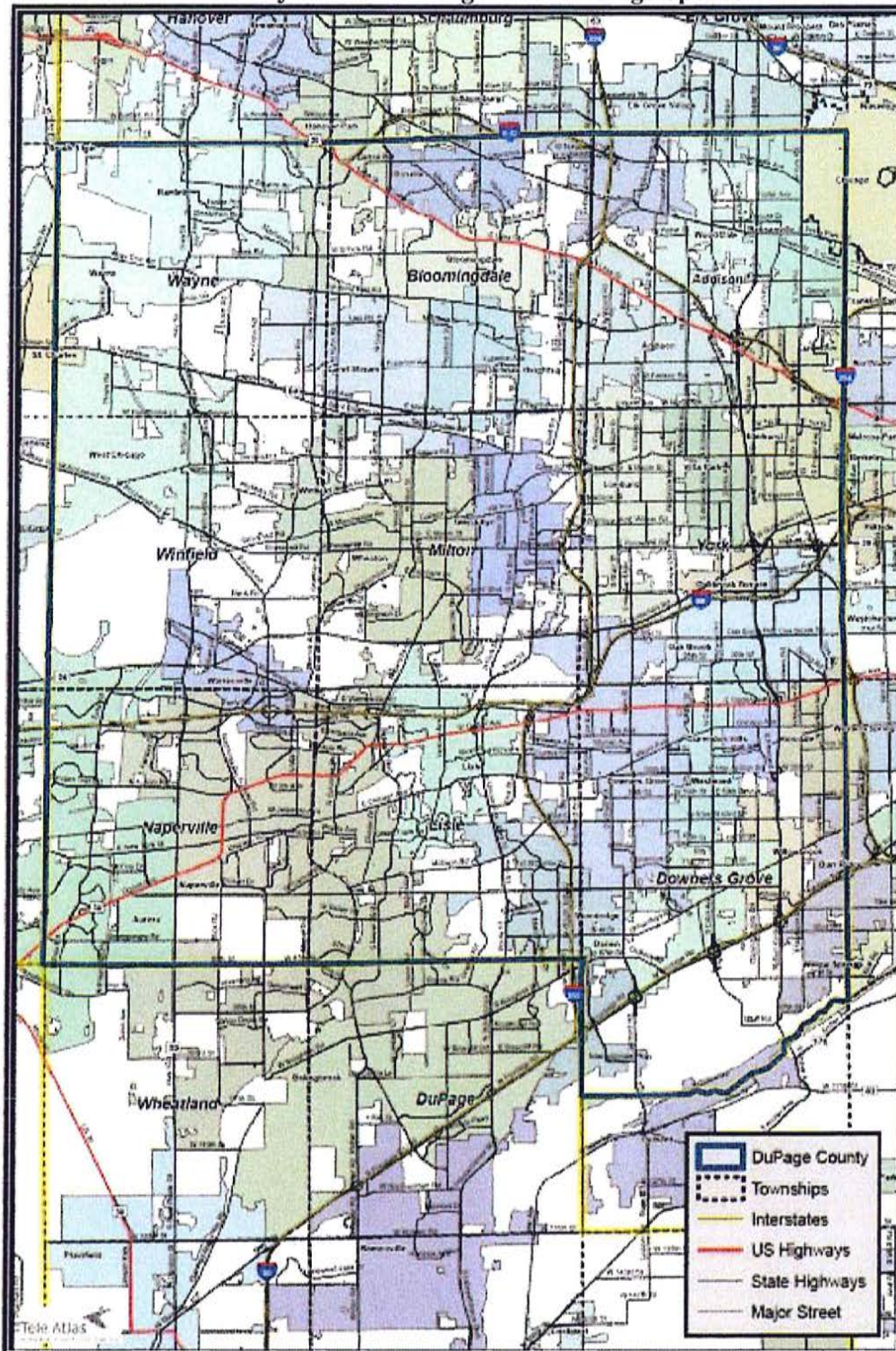


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# EXHIBIT B

## SERVICE AREA MAP

City of West Chicago- Ride DuPage Sponsor





# Exhibit C

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## REPORTS DESCRIPTION

The following is a description of the reports available for the Ride DuPage Program.

1. **Detailed Funding Source (Sponsor) Report/Detailed Provider Report**

This report is a detailed listing of one-way trips delivered for each Ride DuPage funding source (Sponsor) for a specified period of time. Data provided for each trip will include associated trip data such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources (Sponsors), total cost of the trip, fare for the trip, distance of the trip, and revenue hours (if applicable). The report period is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

2. **Monthly Funding Source (Sponsor) Invoice Report**

This report is a summary of trips delivered for each funding source (Sponsor) for the purpose of generating an invoice type report which may be used to bill funding sources for transportation provided. The report is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by fare type, total cost of the trips, total expected fare, liquidated damages deducted, and the total net reimbursement.

3. **Missed Trip Report**

This report produces a list of all trips picked up 61 or more minutes after the scheduled time. Sufficient detail will be provided to identify the trip and to give the user the necessary information for review.

4. **On-Time Performance Report**

This report (late pickups) produces a list of all trips picked up 16 or more minutes late. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

5. **Ridership by Category Report**

This report is a summary, by funding source, indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.



COPY

6. **Client Trip List Report**

This report is a detailed listing, alphabetically by rider last name, of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding source.

NOTE: Pace, in its sole discretion, may design additional reports, as needed.

## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Stations of the Cross  
St. Mary Catholic Church

AGENDA ITEM NUMBER: 4.D.

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

COMMITTEE AGENDA DATE: March 25, 2019  
COUNCIL AGENDA DATE:

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:  
Michael Guttman

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

St. Mary Catholic Church is seeking approval for their annual Stations of the Cross religious event and procession scheduled for Friday, April 19, 2019 from 12:00 p.m. – 5:00 p.m. with an estimate of 500 attendees.

The Church has requested the closure of Oakwood Avenue from York Avenue to Virgie Place from 12:00 p.m. – 4:00 p.m.

Members of the Church will gather at the corner of York and Oakwood before the procession begins, shortly after 12:00 p.m. The procession route utilizes City sidewalks and Church property, as noted in the map included with the attached permit application.

The Special Event Permit Application, which includes the requests of the City, has been reviewed and approved by staff from the Police, Public Works, and Community Development Departments as well as the West Chicago Fire Protection District. The Special Event Permit Application is attached, which includes the procession route map.

**ACTIONS PROPOSED:**

Recommend event for approval as proposed, contingent upon submittal and approval of required insurance documentation.

**COMMITTEE RECOMMENDATION:**





ST. MARY'S PARISH

140 N. Oakwood Ave., West Chicago, IL 60185

City of West Chicago

phone: 630-293-2641 fax: 630-293-2641 www.stmarywc.org

# SPECIAL EVENT PERMIT APPLICATION

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

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



RECEIVED  
MAR 06 2019  
BB

## 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: 3/6/19

Fee Paid: \$ N/A

Receipt # N/A

Check # N/A

Event Acknowledgement Form returned by:

Police Dept. \_\_\_\_\_ Fire Dist. \_\_\_\_\_ PW \_\_\_\_\_ 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** or fax (630-293-1257) to be considered an original document.

I, Rev. David Lawrence, representing St. Mary's  
(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)

3/5/19

(date)

Living Stations of the Cross

(name of event)

April 19, 2019

(date of event)



## SECTION 1 – GENERAL INFORMATION

Name of Event: Living Stations of the Cross

Type of Event:

☐ Parade ☐ Walk/Run/Bike ☐ Carnivals ☐ Fireworks ☐ Festival

☒ Other Religious Procession

Location of Event: Church grounds and field on Garden Street

Date(s) of Event: 4-19-2019 Hours of Event: 12 noon to 5:00 pm Est. Attendance: 500

Event Website: \_\_\_\_\_

Purpose of event: Reinact Good Friday death of Jesus

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

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

Contact person from sponsoring organization: Rev. David Lawrence

Organizer address: 140 N. Oakwood Ave.

City/State/Zip: West Chicago, 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: Rev. David Lawrence Phone: 630-640-3528

2<sup>nd</sup> Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Is this an annual event? ☒ Yes ☐ No If Yes, provide next year's event date: \_\_\_\_\_

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 Problems

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.



## ST. MARY'S PARISH

140 N. Oakwood Ave., West Chicago, IL 60185

ph: 630-231-0013

fax: 630-293-2671

[www.stmarywc.org](http://www.stmarywc.org)

March 5, 2019

Dear City Hall:

On Good Friday, April 19th, 2019, St. Mary's parishioners will gather at our Church at 12:00 noon. They will act out the Stations of the Cross starting in front of our Church. They will walk down to the entrance of our parking lot and eventually cross over to our field on Garden Street. The majority of the time, we will be on Church property. The crowd will probably spill over onto Oakwood in front of our Church for the first fifteen minutes of the program. Then cross over Garden Street to get into the field.

The event does not include the selling of food or any other activity, just basically a religious procession.

Sincerely,

Rev. David Lawrence  
Pastor



### 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: ~~None Necessary~~ barricade drop off/pick up

Will you be utilizing any of the following services?

☐ Water ☐ Electric/Generator ☐ Other N/A

#### 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.

see below

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

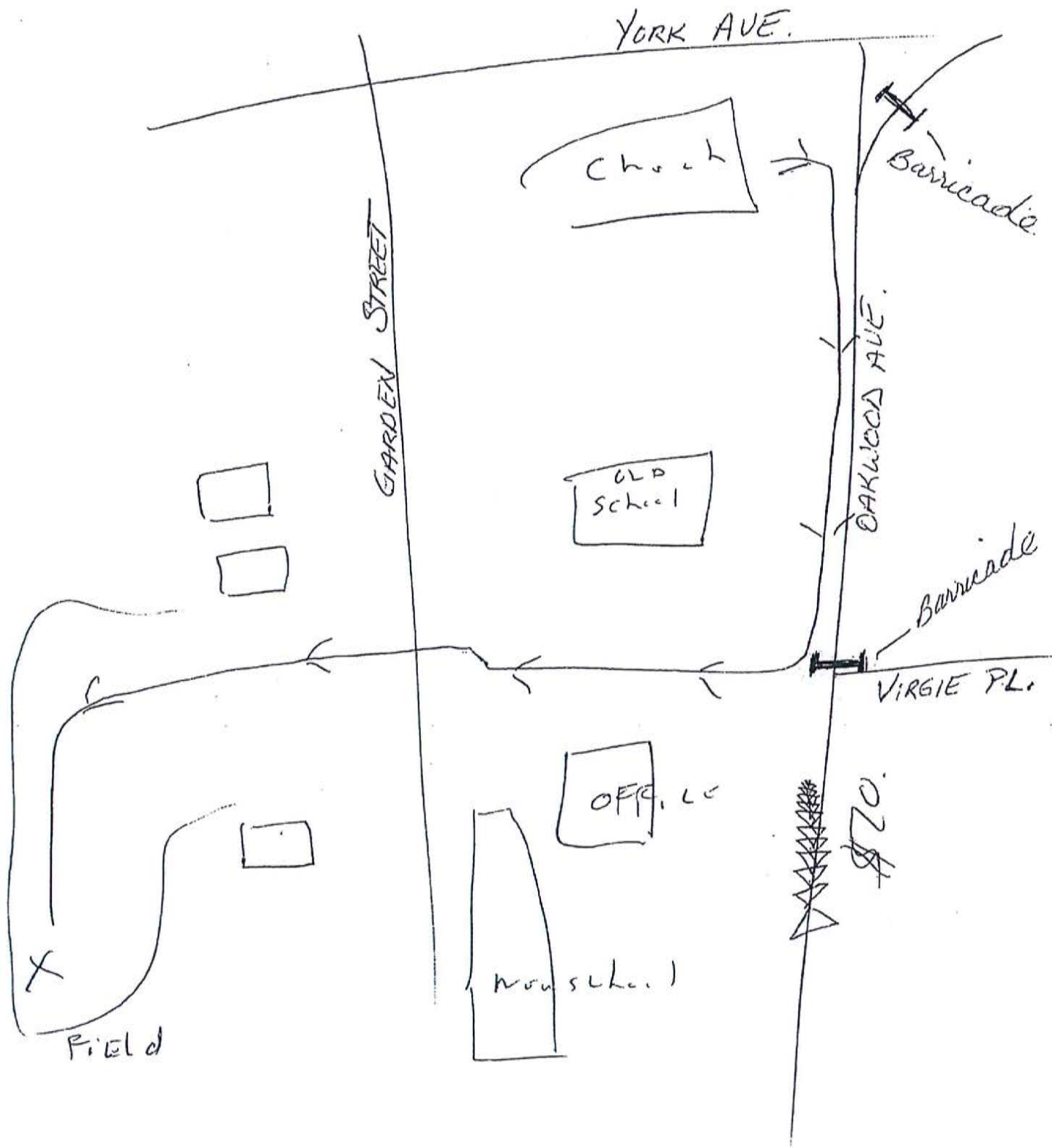
If yes, please fill in the following information or submit a route map along with this application:

Street	From	To	Dates	Times
Oakwood	York	Virgie Pl.	4-19-2019	12-4 pm

Procession will spill into Oakwood, so it will need to be closed.

Procession will only cross Garden, so we can monitor street as people cross.





## 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: \_\_\_\_\_

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	4-19-2019
Submit Carnival Permit Application	90 days	
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*	4-01-2019
Submit Raffle Registration Application	14 days	N/A
Notify residents/businesses of special event	14 days	N/A
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 (name of organization) and its Members, employees, volunteers or guests, being allow to participate in Living Stations of the Cross, (the Activity) the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to St. Mary's (name of organization) participation in the Activity.

To the fullest extent permitted by law, the St. Mary's (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 (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 (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 (name of organization) at its own expense, satisfy and discharge the same.

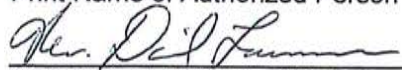
The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

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 5th day of March, 2019

St. Mary's  
Name of Organization

Rev. David Lawrence  
Print Name of Authorized Person

  
Signature of Authorized Person

Pastor  
Title

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  
(Name of Organization)

Rev. David Lawrence  
(Print Name of Signatory)

3/5/19  
(Date)

By Rev. David Lawrence  
(Authorized Signatory)



Jaclyn M. Stern  
(Notary Public)

Signed and sworn to before me this 5th day of March, 2019.

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

☐ Denied  
Remarks:

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



## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Memorial Day Race  
ABD Cycle Club

AGENDA ITEM NUMBER: 4.E.

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

COMMITTEE AGENDA DATE: March 25, 2019

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

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:  
Michael Guttman

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

ABD Cycle Club is seeking approval for a Memorial Day Cycling Event scheduled for Monday, May 27, 2019 from 7:30 a.m. – 3:00 p.m. with an estimate of 100 attendees.

ABD Cycle Club has requested the use of Enterprise Circle from 7:30 a.m. – 3:00 p.m. for their event. The event will be managed by ABD Cycle Club with the support of volunteers.

Representatives from Simpson Strong-Tie and DSC/DS Containers have confirmed that they have no issues with the event taking place as proposed. Simpson Strong-Tie and DSC/DS Containers will be closed on the event day.

The Special Event Permit Application, which includes the requests of the City, has been reviewed and approved by staff from the Police, Public Works, and Community Development Departments as well as the West Chicago Fire Protection District. The Special Event Permit Application is attached, which includes the cycling race route along Enterprise Circle.

**ACTIONS PROPOSED:**

Recommend event for approval as proposed, contingent upon submittal and approval of required insurance documentation.

**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. \_\_\_\_\_

*Received*  
*3/6/19*  
*BB*

## 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: 3/6/19

Fee Paid: \$ N/A

Receipt # N/A

Check # N/A

Event Acknowledgement Form returned by:

Police Dept. \_\_\_\_\_ Fire Dist. \_\_\_\_\_ PW \_\_\_\_\_ 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, Mary Lee Gerachy, representing ABD Cycling Org  
(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.

Mary Lee Gerachy  
(signature)

3/6/19  
(date)

Masters Memorial Weekend  
(name of event)  
Bicycle Race

5/27/19  
(date of event)

## SECTION 1 – GENERAL INFORMATION

Name of Event: Master's Memorial Day Bicycle Race  
Type of Event:

☐ Parade ☒ Walk/Run/Bike ☐ Carnivals ☐ Fireworks ☐ Festival

☒ Other Bicycle Race

Location of Event: Enterprise Circle

Date(s) of Event: 5/27/19 Hours of Event: 9:00 to 2:30 Est. Attendance: 100

Event Website: abdcycling.com

Purpose of event: provide a safe bicycle race for masters Riders

Name of Sponsoring Organization(s): ABD Cycle Club

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

Contact person from sponsoring organization: Mary Lee Geraghty

Organizer address: 27W181 Geneva Rd

City/State/Zip: Winfield IL 60190 Phone: 630 190 9749

Cell Phone: 630 890 4788 E-mail: prairiepathcycles@gmail.com

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

1<sup>st</sup> Contact: Mary Lee Geraghty Phone: 630 890 4768

2<sup>nd</sup> Contact: Mike Farrell Phone: 630 890 9749

Is this an annual event? ☒ Yes ☐ No If Yes, provide next year's event date: 5/25/20

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.

none

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.



## **ABD Cycling Club Bicycle Race Proposal**

05/27/2019 @ Enterprise Circle

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

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

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

### **Event Directors:**

- Mary Lee Geraghty, ABD Vice-President
- Mike Farrell (On-site Director), ABD Administrator

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

- Have contacted Trish Tell at Strong Ties and received permission for use of their parking lot and the road.
- Have contacted Mike Rolanda at DSC/DS Containers and received his permission to use the roads, they are closed that day.

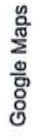
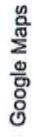
### **General Details:**

- Set-up starts at 7:30 a.m. and tear down finishes at 3 p.m. Races begin at 9 a.m. and conclude at 2:20 p.m. The loop is

approximately 6/10 of one mile.

- Approximately 100 competitors are expected to participate, but they are spread throughout the day into six (6) separate race categories.
- Parking for racers will be at Strong Ties.
- Three (3) port-o-lets will be set up near the racer registration area for all racers and volunteers
- Course marshals will be stationed around the course as well as necessary intervals to maintain a "line of sight" so that they can see the marshal stationed before and after them at all times. Orange flags will be raised to indicate approaching riders.
- A Pace Car will precede the racers around the course at a distance of approximately 50 yards. It includes an experienced driver and passenger who can communicate back to the racers with hand signals. The pace car lets marshals know to expect riders coming through but can also bring the riders to a halt in less than 10 seconds should there be an emergency.
- We have arranged for a licensed EMT's to be stationed on the course.
- 3 ABR officials, and an announcer and an ABD volunteer are stationed at the Start/Finish line all day.
- Race registration will have two to four people at it all day (depending on the "field" size of the upcoming races)
- All officials, EMT's and course marshals will communicate via two-way radios and a cell phone list is distributed to key personnel should the radios fail.
- A "wheel pit" is manned by an official and provided for riders who suffer a mechanical failure and need to replace a wheel or repair their bikes. (Riders are typically given 1 "free lap" during a race)
- Lunches, water and soft drinks will be provided for all race officials and volunteers. Two "floating" volunteers will travel the course to distribute this as well as provide relief to volunteers that need it.





Google Maps

### 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? no

☐ Police ☐ Fire District / Paramedics ☐ Public Works

Specify services: \_\_\_\_\_

Will you be utilizing any of the following services? no

☐ Water ☐ Electric/Generator ☐ Other \_\_\_\_\_



#### 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 of toilets (T)  
Location of hand washing sinks (HWS)  
Location of retail vendors (RV)  
Location of food vendors (FV)  
Location of first aid (FA)

Location and number of barricades (B)  
Location of fire lane (FL)  
Location of fire extinguishers (FE)  
Public entrances and exits (PE)  
Location of "No Firearms" signage (NF)  
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.

use ~~of~~ of Enterprise Circle

Would you like to request the closing of City streets?

☐ Yes ☒ No

BB 3/6/19

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

Street	From	To	Dates	Times
Enterprise Cir	7:30am -	3:00pm		

we have spoken to both businesses and received permission. Spoke to StrongTies, Trish Tell on 3-4-2019. Her contact # is 630-293-2859 and at DSC/DS Containers, Mike Rolanda, they are closed that day. He gave his permission, his # is 630-406-9600

## 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: \_\_\_\_\_

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	3/6/19
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 <u>Original</u> Certificate of Insurance*	21 days*	5/6/19
Submit Raffle Registration Application	14 days	N/A
Notify residents/businesses of special event	14 days	5/13/19
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 ABD Cycle Club (name of organization) and its Members, employees, volunteers or guests, being allow to participate in Bicycle Race (the Activity) the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to ABD Cycle Club (name of organization) participation in the Activity.

To the fullest extent permitted by law, the ABD Cycle Club (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 ABD Cycle Club (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 ABD Cycle Club (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 ABD Cycle Club (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 ABD Cycle Club (name of organization).

Agreed this 10<sup>th</sup> day of March 2019

ABD Cycle Club  
Name of Organization

Mary Lee Geraghty  
Print Name of Authorized Person

Mary Lee Geraghty  
Signature of Authorized Person

Vice President  
Title

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.**

ABDCycling Club Rubio Camp 3-6-19  
(Name of Organization) (Print Name of Signatory) (Date)

By Rubio Camp  
(Authorized Signatory)  


Arlene M. Fisher  
(Notary Public)

Signed and sworn to before me this 6th day of March, 2019.

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

☐ Denied  
Remarks:

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



## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Homecoming Parade  
West Chicago Community High School  
District 94

**AGENDA ITEM NUMBER:** 4.F.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** March 25, 2019  
**COUNCIL AGENDA DATE:****STAFF REVIEW:** Tom Dabareiner**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:**  
Michael Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

West Chicago Community High School District 94 is seeking approval for their annual Homecoming Parade scheduled for Friday, October 18, 2019 from 12:45 p.m. – 2:00 p.m. with an estimate of 2,000 attendees.

The event organizer has requested the use of City streets for the parade, and the support of the Police Department to accommodate and accompany floats, vehicles, and parade walkers.

The Public Works Department has indicated that road construction is scheduled to take place along the proposed route which may not be completed by October. Approximately six weeks prior to the event date, City Staff will reassess the route as it relates to any ongoing construction. If road construction poses any concerns, City Staff will work with the event organizer to develop an alternative route to be reviewed and approved by the Public Works and Police Departments prior to the scheduled event.

The Special Event Permit Application, which includes the requests of the City, has been reviewed and approved by staff from the Police, Public Works, and Community Development Departments as well as the West Chicago Fire Protection District. The Special Event Permit Application is attached, which includes the current proposed parade route.

**ACTIONS PROPOSED:**

Recommend event for approval, with the understanding that the parade route is subject to change due to pending road construction projects. Approval is also contingent upon submittal and approval of required insurance documentation.

**COMMITTEE RECOMMENDATION:**

# City of West Chicago SPECIAL EVENT PERMIT APPLICATION

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



RECEIVED  
MAR 13 2019

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

BY: BB

## 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: 3/13/19

Fee Paid: \$ N/A

Receipt # N/A

Check # N/A

Event Acknowledgement Form returned by:

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

☒ Background checks completed by Police Dept.

Date N/A

☐ DuPage Co. Health Department notified

Date \_\_\_\_\_

☐ 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, Marc Wolfe, representing WCCHS/District 94  
(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.**

Marc Wolfe  
(signature)

West Chicago Homecoming Parade  
(name of event)

3/12/19  
(date)

10/10/19  
(date of event)

## SECTION 1 – GENERAL INFORMATION

Name of Event: West Chicago Community H.S. Homecoming Parade  
Type of Event:

☒ Parade ☐ Walk/Run/Bike ☐ Carnivals ☐ Fireworks ☐ Festival

☐ Other \_\_\_\_\_

Location of Event: Start WCCHS → Around Lemar MS → Back to WCCHS  
Date(s) of Event: 10/18/19 Hours of Event: 12:45pm to 2:00pm Est. Attendance: 2,000  
Event Website: www.d94.org  
Purpose of event: Homecoming Celebration

Name of Sponsoring Organization(s): Community High School District 94  
Organization's Legal Status (i.e. NFP, Partnership, Corporation): School District  
Contact person from sponsoring organization: Marc Wolfe  
Organizer address: 326 Joliet Street  
City/State/Zip: West Chicago, IL 60185 Phone: 630-876-6340  
Cell Phone: 708-699-1629 E-mail: mwolfe@d94.org

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

1<sup>st</sup> Contact: Marc Wolfe Phone: 708-699-1627  
2<sup>nd</sup> Contact: Peter Martino Phone: 630-876-6331

Is this an annual event? ☒ Yes ☐ No If Yes, provide next year's event date: TBD

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.

NONE

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

N/A

## 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.



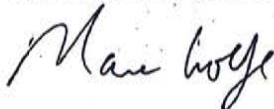
**Narrative for Special Event Permit  
City of West Chicago  
March 12, 2019**

Community High School – District 94 respectfully requests the permission of the City of West Chicago to hold its annual Homecoming Parade on Friday, October 18, 2019. The Homecoming Parade is the culmination of a number of competitions and activities hosted during the Homecoming week by various teams, clubs, and classes. All activities, teams, and student council “classes” are encouraged to build floats and participant in this Homecoming tradition.

The parade begins at the H entrance of the high school (South East corner: Joliet St. and Ann St.) and proceeds through the streets of West Chicago (see attached map) making a loop around Lemay Middle School, passing two elementary schools, and finally arriving back at the High School. In this way, the teams and clubs can share their “Wildcat Spirit” with the children who will one day be part of the High School student body.

In years past, the police and fire departments have led this parade with their vehicles. We are requesting that they do the same this year.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Marc Wolfe". The signature is fluid and cursive, with the first name "Marc" being more prominent than the last name "Wolfe".

Marc Wolfe  
Director of Student Activities

### 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: We are requesting that departments send personnel and vehicles to accomodate and accompany floats, vehicles, and parade walkers.

Will you be utilizing any of the following services?

☐ Water ☐ Electric/Generator ☐ Other N/A



#### 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 of toilets (T)  
Location of hand washing sinks (HWS)  
Location of retail vendors (RV)  
Location of food vendors (FV)  
Location of first aid (FA)

Location and number of barricades (B)  
Location of fire lane (FL)  
Location of fire extinguishers (FE)  
Public entrances and exits (PE)  
Location of "No Firearms" signage (NF)  
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.

See attached map

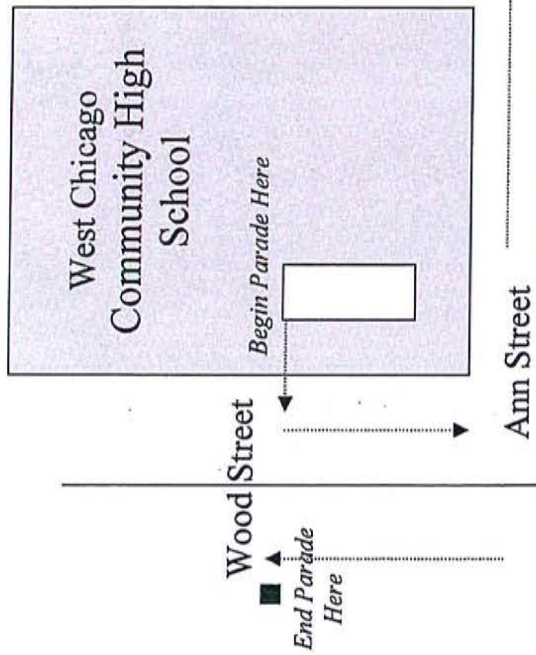
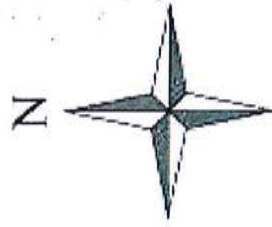
Would you like to request the closing of City streets? ☒ Yes ☐ No Map attached  
If yes, please fill in the following information or submit a route map along with this application:

Street	From	To	Dates	Times
<u>see attached map</u>			<u>10/18/19</u>	<u>12:45pm - 2:50pm</u>

\* Road construction is scheduled to take place along the proposed parade route which may not be completed by October. The route will be reassessed closer to the event date, and if construction poses any concerns, City Staff will work with the event organizer to develop and alternative route.

# Community High School District 94 *Parade Route*

October 18, 2019 12:45 pm – 2:00 pm



Joliet Street

## Parade Route

1. Leave WCCHS South Parking Lot to Ann Street
2. Ann Street east to Joliet Street
3. Joliet south to Hazel
4. Hazel east to Bishop (parade past Leman MS)
5. Bishop south to Forest
6. Forest west to Joliet
7. Joliet north to Ann
8. Ann west to Wood
9. Wood north to parking lot

Hazel Street

Bishop Street

Leman MS

Forest Street



## 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:

10/18/19

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	7/18/19
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*	9/27/19
Submit Raffle Registration Application	14 days	N/A
Notify residents/businesses of special event	14 days	10/4/19
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 WCCHS/District 94 (name of organization) and its Members, employees, volunteers or guests, being allow to participate in the 2019 HC Parade (the Activity) the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to WCCHS/District 94 (name of organization) participation in the Activity.

To the fullest extent permitted by law, the WCCHS/District 94 (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 WCCHS/District 94 (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 WCCHS/District 94 (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 WCCHS/District 94 (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 WCCHS/District 94 (name of organization).

Agreed this 12<sup>th</sup> day of March, 2019

WCCHS/District 94  
Name of Organization

David Blatchley  
Print Name of Authorized Person

David Blatchley  
Signature of Authorized Person

Director of Business Services  
Title



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.**

WCCHS/District 94 Marc Wolfe 3/12/19  
(Name of Organization) (Print Name of Signatory) (Date)  
By Marc Wolfe  
(Authorized Signatory)

OFFICIAL SEAL  
CHERYL GLUNT  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 05/01/20  
Cheryl Glunt  
(Notary Public)

Signed and sworn to before me this 12<sup>TH</sup> day of MARCH, 2019.

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

☐ Denied  
Remarks:

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

## CITY OF WEST CHICAGO

### PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 19-R-0021  
Funding Agreement  
Mexican Independence Day Festival  
Mexican Cultural Center DuPage

**AGENDA ITEM NUMBER:** 4.G.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** March 25, 2019  
**COUNCIL AGENDA DATE:****STAFF REVIEW:** Tom Dabareiner**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:**  
Michael Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The Mexican Cultural Center (MCC) and City Staff seek approval of the attached 2019 Funding Agreement (attached as Exhibit A) for the Mexican Independence Day Festival (MID) which is proposed to take place September 14–15, 2019.

As outlined in the Agreement, the MCC is responsible for all aspects of planning, organizing and managing the event while the City provides financial support as well as in-kind services.

The City will provide the 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 also 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.

**ACTIONS PROPOSED:**

Staff recommends approval of Resolution No. 19-R-0021 as proposed.

**COMMITTEE RECOMMENDATION:**



**RESOLUTION NO. 19-R-0021**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FUNDING  
AGREEMENT WITH THE MEXICAN CULTURAL CENTER TO SUPPORT  
THE 2019 MEXICAN INDEPENDENCE DAY EVENT**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled that the Mayor is hereby authorized to execute a Funding Agreement to support the 2019 Mexican Independence Day Event between the City of West Chicago and the Mexican Cultural Center, in substantially the form attached hereto, and incorporated herein as Exhibit "A".

APPROVED this 1<sup>th</sup> day of April 2019.

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

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

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

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Exhibit A**  
**Funding Agreement for Mexican Independence**  
**Day Festival**

This funding agreement (hereinafter referred to as "Agreement") is made and entered into on the \_\_\_ day of \_\_\_\_\_ 2019 by and between the Mexican Cultural Center (hereinafter referred to as "MCC") and the City of West Chicago, (hereinafter referred to as "City").

1. In consideration of the covenants and agreements hereinafter contained, as well as other good and valuable considerations, the MCC and the City hereby agree that the MCC is an independent entity with respect to the City and agrees to perform all services to create, plan, develop and execute the Mexican Independence Day Festival on September 14-15, 2019, (hereinafter referred to as "Festival") and that the City will provide a designated amount of financial support for such Festival. The MCC has no authority or power to incur debts, obligations or commitments of any kind whatsoever for or on behalf of the City or to bind the City to any contract, agreement or employment agreement.
2. The MCC will be responsible for producing the Festival within the Downtown Tax Increment Financing (TIF) District. This will include, but is not limited to, accomplishing the following tasks and purveyance of services:
  - A. The MCC will serve as the lead event planner and execute the following duties:
    1. Plan, organize and supervise the Festival, making arrangements for the Festival site, negotiate contracts with responsible independent contractors or vendors, apply for all permits and licenses, comply with all insurance requirements as defined in the Special Event Permit Application, and coordinate with City officials.
    2. Comply with the City's Municipal Code, ordinances, and Special Events Policy in effect at the time this Agreement becomes fully executed, including the posting of signs in conformance with the City's regulations regarding concealed carry at special events<sup>1</sup>.
    3. Solicit volunteers and vendors as needed.
    4. Undertake additional fundraising efforts.
    5. Ensure at least one supervisor attends and supervises the entire Festival.
    6. Pay all contractual obligations associated with the Festival and obtain all required licenses and deposits.

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<sup>1</sup> Should a higher level of government mandate any new laws that the City is required to enforce and should the City Council approve a new law that does not specifically deal with festivals but rather improves and addresses the health, safety and welfare of West Chicago residents and its visitors, then the MCC shall be obligated to comply.



7. Ensure that the Festival does not open to the public until: all applicable permits are obtained; all approvals are granted; all insurance requirements are satisfied; and all posting of signs is fulfilled.
  8. Ensure that the Festival area is maintained in a clean and sanitary condition during the Festival, and that proper cleanup is completed after the Festival in order to return City property to its original condition. This shall include, but is not limited to, prompt removal of animal waste from festival grounds or the parade route by MCC staff or hired contractor.
- B. The MCC shall promote the Festival through at least three external media channels. Promotional efforts for each media source shall be detailed in the post-event report to include the name of each media source, copy of the advertisement, length of promotion, and a summary of reach, if available. The MCC shall also promote the Festival through its organizational website and social media platforms.
  - C. The MCC shall recognize the City in any and all marketing, promotional and social media materials as a primary contributor and sponsor of the Festival.
  - D. There shall be no entrance fee for the Festival. There will neither be a carnival nor fireworks at the Festival. Alcohol shall neither be served nor permitted at the Festival.
  - E. The MCC shall offer to all businesses in the Downtown TIF District an opportunity to be vendors of or participants in the Festival. Such businesses shall be given priority over businesses not within the Downtown TIF District. At the MCC's request, the City will provide the MCC with a current list of businesses registered within the Downtown TIF District. Not less than 14 days prior to the Festival, the MCC will provide the Special Events Coordinator with a copy of the written communication(s) used to invite downtown businesses to participate in the Festival, along with a list of those confirmed. This list shall include a brief description of each business's manner of participation. This list will be included as an addendum to the Special Event Permit Application and with the MCC's final written report.
  - F. The MCC shall provide adequate safety and security throughout the Festival duration. As such, the MCC shall ensure that all horses at the Festival, whether they are part of the parade or other activities, shall be separated from the general public by means of barricades or a distance of at least 10 feet. Additionally, MCC will contract to have onsite overnight security between the days of September 14 and September 15, 2019. The MCC shall submit a copy of the security contract to the City's Special Events Coordinator not less than 14 days prior to the Festival. The contract shall outline the expectations of the hired security personnel in



order to address how problematic situations such as theft, physical altercations, and/or trespassing will be handled. Name and contact information of security personnel shall also be provided.

3. The City's responsibilities are limited to the following:
  - A. 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.
    1. The City agrees to pay the MCC (or its designee, as specified in writing) \$4,000 by the end of the week following the April 15, 2019 City Council meeting as seed money for contractual obligations directly related to the Festival.
    2. The City agrees to pay the MCC (or its designee, as specified in writing) \$4,000 for contractual obligations directly related to the Festival by the end of the week following the May 6, 2019 City Council meeting.
    3. The City agrees to pay the MCC (or its designee, as specified in writing) \$3,500 for contractual obligations directly related to the Festival by the end of the week following the June 3, 2019 City Council meeting.
    4. The City agrees to pay the MCC (or its designee, as specified in writing) the final \$500 in consideration of all contractual requirements being met.
  - B. 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.
    1. The MCC shall submit a copy of acknowledgment of cash donations received to support the Festival.
    2. The MCC shall be paid the equivalent of the submitted receipt totals, once the \$2,000 minimum has been received by the MCC and then verified by the City.
    3. The MCC will be paid no later than 30 days of the City receiving a complete and satisfactory submittal.
  - C. 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. These items shall be submitted with the MCC's final written report which shall include a summary financial report as outlined in Section 4.E.
  - D. The MCC shall make its final appearance at the November 26, 2018 Public Affairs Committee meeting to present the final written report.
  - E. Should any submittal deadline not be met and/or should the information submitted be deemed incomplete, the City will withhold



payment until the submittal is satisfactory. The MCC will be paid within 30 days of the City receiving complete and satisfactory submittals.

- F. The City will provide the following in-kind services with approval of the City Administrator:
1. Public Works Department employees will assist with Festival set-up, arrange for a dumpster from Groot Industries at no cost to MCC, ensure water hook-up, and provide Festival banner and 'papel picado' (perforated banner sign) installation along downtown light posts three weeks prior to the event.
  2. Public Works Department employees shall provide barricades at the Festival entrances. The MCC may request additional barricades from the Public Works Department which will be provided if inventory is available and if Public Works can reasonably accommodate the request.
  3. Public Works staff will provide standard special event street cleanup assistance; not included is animal related waste or feed product disposal. The MCC is responsible for completing all other event-related cleanup before leaving the Festival site on September 15, 2019. If a cleanup project requires additional time and/or the hiring of an external contractor, the MCC must notify the Special Events Coordinator. The MCC must provide the Special Events Coordinator with details regarding the nature of the work to be done, the name and contact information of the person(s) scheduled to perform the work, and the expected timeline of completion. If the MCC is unable to complete the work in a manner deemed acceptable by City staff, the City will conduct the work and charge the MCC the applicable municipal rate.
  4. Police Department employees will provide staff and provide security during the hours of operation of the Festival. The City will not provide on-site overnight security.
  5. Community Development Department employees and/or City contractors will inspect the general layout of the site and conduct any other inspections deemed necessary once all Festival components are known. The site inspection shall take place at least one hour prior to the time the Festival is scheduled to open to the public. All event components requiring inspection shall be completely set up at the time of the scheduled inspection. At least one representative of the MCC shall be present during the entire inspection.
  6. Marketing and Communications Division staff will assist the MCC with the marketing of the Festival via the City's website, community calendar and newsletter; however, paid advertising will be the sole responsibility of the MCC. In order for City staff to provide marketing assistance, the MCC shall submit 2019 event-specific marketing materials to the City at least 60



days prior to the Festival. These materials may include, but are not limited to photos, graphics, logos, link to the event website, and links to social media event page(s). The MCC shall submit any new or additional marketing materials to the City no later than 30 days prior to the Festival. These materials may include, but are not limited to the entertainment schedule, tentative list of parade participants, tentative list of vendors, and programming updates. MCC will update the City as new parade participants and vendors are added on a weekly basis following the tentative list submission.

4. The MCC shall communicate progress and compliance with the terms of this Agreement at the request of the City. The MCC shall comply with the following coordination and submittal deadlines and all other submittal dates as indicated on the Special Event Permit Application.
  - A. May 3, 2019 – Submit Special Event Permit Application and required supporting documentation.
  - B. May – Attend an Application review meeting to be scheduled by the City after the Special Event Permit Application has been submitted.
  - C. June, July, & August 2019 - The MCC is required to attend at least three coordination meetings to be held with City officials in preparation of the Festival. The meetings shall be scheduled by the City after the Special Event Permit Application has been submitted. The City reserves the right to cancel the Festival by the third coordination meeting if the Agreement terms have not been satisfied or have not been adequately addressed. All monies provided by the City to MCC prior to any cancellation shall be repaid in accordance with Section 12 of this Agreement.
  - D. August 31, 2019 – Not less than 14 days prior to the Festival, the MCC shall provide written notice, via hand-delivery and/or U.S. Mail, to all residents, business tenants, and property owners in the Turner Junction Historic District where the Festival will take place and along the parade route. At the MCC's request, the City will provide the MCC with a current list of addresses located within these defined areas. The MCC shall provide a written affidavit to the City confirming delivery of these notices no later than seven days prior to the Festival.
  - E. October 31, 2019 – Submit final draft of the post-Festival report. The report shall include a recap of the Festival and detail the logistical successes and challenges of the event. It shall also include the accounting of expenses related to the Festival, totaling not less than \$12,000 plus the total amount of the City's matched contributions as described in Section 3.B. All associated expenses shall be accompanied by copies of invoices, receipts, and verification of payments made to vendors.
5. If either party elects to enforce the provisions of this contract in a court of law, the venue shall be in the Circuit Court of DuPage



County. The successful party in any action to enforce the terms of this Agreement is entitled to reimbursement for its reasonable costs and attorney's fees.

6. The MCC agrees to maintain general liability insurance in amounts not less than \$2,000,000 aggregate and shall name the City of West Chicago and its respective officials, agents, employees and volunteers all as additional insureds under the policy. The MCC's insurance coverage shall be primary as respects the City and its respective officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City and its respective officials, employees, agents and volunteers shall be excess of the MCC's insurance and shall not contribute with it. The MCC shall ensure that the City receives original certificates of insurance and endorsements evidencing the existence of such coverage with its completed Special Event Permit Application, which shall be continued during any periods in which this Agreement is in force.
7. The MCC hereby agrees to indemnify and hold harmless the City and its directors, officers, agents and employees from and against any and all claims, demands, actions, causes of action and other liabilities and expenses, including but not limited to attorney's fees, arising out of or in connection with the Festival, including but not limited to any such claims that may be asserted by any employees and/or volunteers of the MCC, any contractor, vendor or other service provider for the Festival. This indemnification provision shall survive the term of this Agreement or any cancellation or abandonment of the terms and conditions contemplated herein.
8. The MCC is responsible for obtaining, verifying and retaining all vendor and participant Certificates of Insurance and waivers when applicable.
9. The MCC hereby agrees that any and all work conducted at the Festival site shall be performed in accordance with all applicable laws of the City to provide a safe working environment for the Festival workers, volunteers and general public. Any insurance or self-insurance maintained by the City and its respective officials, employees, agents and volunteers shall be excess of any vendor's insurance and shall not contribute with it. The MCC is responsible for ensuring that all insurance requirements are met, and all required documentation is provided to the City.
10. If necessary, the MCC hereby grants the City permission to communicate directly with its insurance company to ensure that the Certificate of Insurance and the endorsements comply with the terms of this Agreement, the Special Events Policy, and the City's Municipal Code.
11. Neither this Agreement nor any interest herein, or claim hereunder, shall be assigned or transferred by either the City or the MCC.
12. Should the MCC fail to comply with the terms of this Agreement, all monies provided and not accounted for in expenditures towards the

planning of the Festival by the City shall be returned to it within 60 days of the written notice of the termination of this Agreement. The Festival may be cancelled by mutual written agreement of both Parties as a result of weather or another force majeure event; in this instance, no repayment to the City is required.

**CITY OF WEST CHICAGO**

**MEXICAN CULTURAL CENTER**

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

Name: Ruben Pineda

Title: Mayor

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

Name: Fernando Ramirez

Title: President

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

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

**Attest:**

**Attest:**

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

Name: Nancy Smith

Title: City Clerk

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

Name:

Title:



# **WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT**



**FEBRUARY 2019**

Michael Uplegger, Chief of Police

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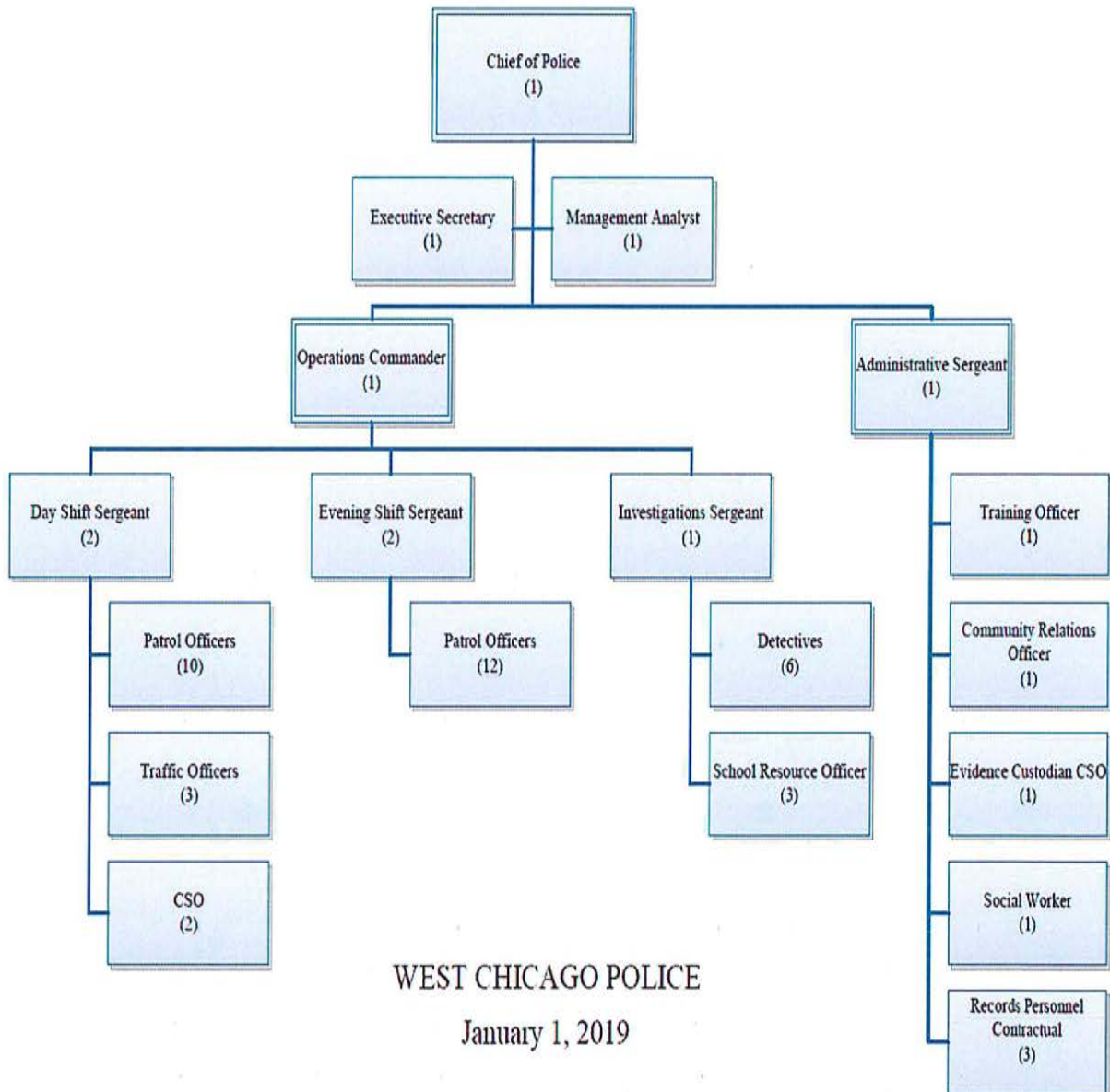
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## Organizational Chart



WEST CHICAGO POLICE

January 1, 2019

## Department Overview

The Mission of the West Chicago Police Department is to Protect Life and Liberty, Provide Quality Police Services, and Forge Community Partnerships with Integrity and Professionalism.

There are three divisions in the Police Department: Office of the Chief of Police, Support Services Division, Operations Division.

The Office of the Chief of Police's primary responsibility is to provide general management direction and control for the Department. The Office of the Chief of Police consists of the Management Analyst, and the Executive Secretary.

The Support Services Division consists of Evidence/Property, Training Officer, Community Relations, Vehicle and Building Maintenance, Records and Social Services.

The Operations Division consists of Uniformed Patrol, Traffic Safety Unit, the Investigations Unit, School Resource Officers and Community Service Officers.



## Personnel

On February 6<sup>th</sup>, the Department held Coffee with a Cop at Kindred Coffee Roasters located at 148 W. Washington St. Commander Calabrese, Sergeant Samuel and Officers Reavley, Rosenwinkel and Nielsen were on hand to take questions and talk with residents.



On February 9<sup>th</sup>, the Windy City Bulls held Community Heroes Night. This included a First Responder Three on Three Tournament at the Sears Center in Hoffman Estates. Officers Jones, Flanigan and Richards participated and won the tournament. A portion of the ticket sales was donated to the Law Enforcement Torch Run for Illinois Special Olympics.



On February 15<sup>th</sup>, Officer Winton responded to the Henry Pratt Co. in Aurora to assist in an active shooter situation.

## **Criminal Activities**

### **Burglary:**

Person(s) unknown removed a wood chipper from a business in the 800 block of Elliot Ave. Loss is estimated at \$75,000.00. Investigation is ongoing.

### **Criminal Damage to Motor Vehicle:**

Person(s) unknown damaged the steering column and windshield wiper handle in a vehicle parked in the 1200 block of Kings Cir.

Person(s) unknown damaged a vehicle in the 600 block of Hillview Ct. A crack had been noted in the area of the front passenger side bumper.

### **Criminal Damage to Property:**

Person(s) unknown entered the victim's locked apartment in the 1200 block of Kings Cir. and damaged numerous items. The victim stated when she returned home she discovered the apartment in disarray. The victim suspects her ex-boyfriend, as he still has a key to the apartment. Investigation is ongoing.

### **Criminal Defacement:**

Person(s) unknown spray painted gang-related graffiti on the north side of a fence at Jewel Food Stores, 177 E. Roosevelt Rd.

Person(s) unknown used a marker to place non-gang related graffiti on a No Parking sign in the 600 block of E. Blair St.

Person(s) unknown spray painted gang-related graffiti on a tree near the intersection of Ann St. and Sherman St.

Person(s) unknown spray painted gang-related graffiti on the fence of a residence in the 600 block of Kenwood Ave.

Person(s) unknown spray painted gang-related graffiti on the south wall and a garage door of the West Chicago City Garage located at 412 Blakely St.

Person(s) unknown spray painted non-gang related graffiti on two street signs in the area of Conde St. and Blakely St.

Person known wrote non-gang related graffiti in two bathrooms and on a garbage can at the West Chicago Community High School located at 326 Joliet St. School Resource Officers interviewed a student who admitted to writing the graffiti. The student was issued a local Ordinance citation for Criminal Defacement.



Person(s) unknown spray painted gang-related graffiti on a residence in the 600 block of Joliet St.

Person(s) unknown spray painted gang-related graffiti on a fence to a residence in the 100 block of E. Pomeroy St.

**Retail Theft:**

An individual was located disoriented on the floor of a bathroom at Menards located at 220 W. North Ave. The individual was found with a can of Blow off Duster in the stall. The individual was transported to Central DuPage Hospital by West Chicago Fire Protection District personnel for evaluation. Employees advised they heard the subject "huffing" (inhaling fumes) in the stall. Employees also found three more empty cans of Blow off Duster in the bathroom garbage. Officers interviewed the suspect at the hospital where he admitted to inhaling the cans of Blow off Duster. The offender was issued a local Ordinance citation for Retail Theft and released.

**Theft Under \$500.00:**

Person(s) unknown removed two pair of Nike gym shoes from a gym locker at the West Chicago Community High School located at 326 Joliet St. It is unknown if the locker was secured when the victim left. Each pair of shoes is valued at \$200.00.

**Theft Over \$500.00:**

A person known removed a home theater center from the victim's apartment in the 900 block of Lorlyn Dr. The victim believes an individual who was renting a room from him took the property. Loss is estimated at \$1,273.00. Investigation is ongoing.

Person(s) unknown removed a package from a residence in the 1400 block of White Oak Ln. The resident had ordered a camera and the package either never came or was removed from the resident's porch. Loss is estimated at \$1,100.00.

Person(s) unknown took the victim's phone while he was at the West Chicago Public Library located at 118 W. Washington St. The victim was on the second floor and got up from a chair to use the restroom. When he returned, the phone was missing. Loss is estimated at \$950.00.

A person known is alleged to have taken \$10,000.00 in cash donations from the Neighborhood Food Pantry in the 500 block of N. Neltner Blvd. Investigation is ongoing.

**Theft of Lost or Mislaid Property:**

Person(s) unknown took the victim's credit card from a business in the 100 block of W. Roosevelt Rd. The victim made a purchase at Little Caesar's Pizza and then left her credit card in the business. A suspect later entered the business, took the credit card and made a \$25.00 purchase at the Mobil gas station located at 60 W. Roosevelt Rd. Investigation is ongoing.

**Fraud:**

Person(s) unknown attempted to cash a \$2,900.00 check drawn on the victim's account. The victim received a text from her bank inquiring about the transaction. The victim advised she was not cashing a check and the transaction was cancelled, and the account was closed. Investigation is ongoing.

**Aggravated Discharge of a Firearm:**

Person(s) unknown fired shots in the area of Bishop St. and Augusta Ave. Witnesses reported hearing a number of shots, but did not see any person(s) or cars at that time. Officers located 11 bullet shell casings in the area. Investigation is ongoing.

**Battery:**

Two neighbors engaged in an altercation in the 1600 block of Appletree Ln. A dog ran from the home, approached and jumped on the neighbor as he exited his car. When the dog was pushed away, the neighbor from whom the dog got loose became offended and an argument ensued. The owner of the dog grabbed a flag pole and repeatedly struck the victim with it causing it to break. The offender was issued a local Ordinance citation for Battery.

A person known punched the victim three times in the back of the head as he exited La India located at 653 Joliet St. Investigation is ongoing.

Person(s) known approached the victim as he sat on the floor talking with another student at the West Chicago Community High School located at 326 Joliet St., and struck him in the face and head with his fists. The suspect was issued a local Ordinance citation for Battery.



West Chicago Police Department Monthly

## Monthly Performance

Activities	Nov 2018	Dec 2018	Jan 2019	Feb 2019	YTD 2019	YTD 2018	Total 2018
Calls for Service (911 Calls)	746	690	718	623	1,341	1,432	9,336
Officer Generated Activity	1,563	1,589	1,575	1,282	2,857	3,957	21,502
Traffic Stops	910	810	755	677	1,432	1,670	9,875
Traffic Citations	549	472	412	400	812	905	5,928
Traffic Warnings	503	458	447	410	857	966	5,578
Parking Citations	220	174	300	259	559	563	3,094
Traffic Crashes	85	76	74	62	136	176	930
Incident Reports	208	247	260	257	517	567	3,396

## Officer Activities

On October 9, 2018, Officer Kowalik responded to Scooby's located at 1020 E. North Ave. for a burglary report. An employee reported she heard the store's cash register making sounds and when she looked over, the suspect was reaching in through the drive-thru window attempting to open the cash register. The suspect is known to the victims as he is a previous employee of the restaurant. Detectives Herbert and Bowers attempted to interview the suspect who was being held at the DuPage County Jail, however, the suspect declined. On January 31<sup>st</sup>, the DuPage County State's Attorney's Office approved a charge of Attempted Burglary against the suspect and a warrant for his arrest was obtained on February 4<sup>th</sup>. The suspect, who was in custody at DuPage County Jail, was served with copies of his paperwork by DuPage County Jail personnel.

On December 11, 2018, person(s) unknown removed a hammer drill valued at \$259.00 from Menards located at 220 W. North Ave. without paying for the item. Video and still photos of the suspect and his vehicle were obtained. After a lengthy investigation, Detectives Herbert and Peterson were able to develop two suspects. The suspects were currently being detained at the DuPage County Jail, and declined to be interviewed. On February 4<sup>th</sup>, Detective Herbert obtained warrants for the two suspects and dropped off the paperwork at DuPage county Jail so that the offenders could be served.

On December 26, 2018, Officer Rigler was dispatched to the Menards located at 220 W. North Ave., for a retail theft report. Person(s) known entered the store and changed the price tags on three automatic door locks, which sell for \$179.00 each and then left the store. A second suspect then entered the store and purchased the same locks for \$14.79 each and exited the store. A third subject then entered the store and attempted to return the same locks with no receipt(s). Store personnel obtained a copy of the subject's driver's license and gave him paperwork to complete, but the subject left the store with the locks. From the name and ID provided on the in-store credit, suspect information was developed. Detective Herbert obtained surveillance video from the store that provided suspect vehicle information as well as offender images. Detective Herbert was able to identify both suspects. Both suspects were interviewed and denied any involvement in the theft. The DuPage County State's Attorney's Office approved felony Retail Theft charges against the two identified suspects. On February 13, 2019, arrest warrants were obtained for the arrest of the two suspects. The suspects have not been arrested.

During the month of February, West Chicago Police Officers took numerous reports of theft of gas from the Thornton's gas station located at 1330 S. Neltner Blvd. In each incident, the offending vehicle had different license plates displayed on the front of the vehicle. These plates were determined to have been stolen from cars parked in apartment parking lots in the City and the Jimenez grocery store. On February 16<sup>th</sup>, an employee of Thornton's called the police and reported that the suspect in the previous gasoline thefts was at one of the station's pumps. Upon arrival, officers located the suspect next to a vehicle with an Illinois license plate on the rear of the vehicle and an Ohio license plate on the front. The suspect was arrested and transported to the Station where he was interviewed by Detective Bowers and Officer Kowalik. The suspect admitted to two of the previous gasoline thefts and to taking license plates from vehicles in the City. The DuPage County State's Attorney's Office approved three counts of Possession of Stolen License Plates or Registration and three misdemeanor counts of Retail Theft. The



offender was processed and transported to the DuPage County Jail. Shortly afterward, Officer Berg learned that the subject had provided a false name. The DuPage County State's Attorney's Office was contacted and advised of the new information. Based on the new information the misdemeanor Retail theft charges were upgraded to a felony. Additionally, new felony charges of Obstructing Justice and Forgery for signing paperwork using the false name were approved. The offender was served with copies of his paperwork at the DuPage County Jail.

On February 16<sup>th</sup>, Officer Rigler affected a traffic stop on a vehicle in the 200 block of N. Neltnor Blvd. for a signal violation. In speaking with the driver, Officer Rigler detected an odor of cannabis was coming from the car. Noting the odor, permission to search the vehicle was granted by the driver. As there were four occupants, Officers Mielke and Diveley and Detectives Flanigan and Calabrese assisted. A consent search located a small baggie of a white powdery substance in the driver's pants pocket. A small amount of cannabis was also located in the vehicle where one of the passengers had been sitting. The passenger was issued a local ordinance citation for Possession of Cannabis and released at the scene. The driver, who was also wanted on an outstanding arrest warrant for Theft, was placed under arrest and transported to the Station. The white substance field tested positive as heroin and fentanyl. The DuPage County State's Attorney's Office approved charges of Possession of a Controlled Substance against the driver. The driver was fingerprinted, photographed, provided with copies of his paperwork and transported to DuPage County Jail.

On January 21<sup>st</sup>, Officer Richards responded to a burglary report in the 300 block of E. Pomeroy St. The homeowner had discovered that a nail gun, leaf blower, chain saw and car radio had been taken from the detached garage. The homeowner believed that the items taken from his garage were being sold on the app "Offer Up". Detective Bowers followed up and obtained search warrants for the sales on "Offer Up", as well as the suspect's cell phone, residence and vehicle. The cell phone search turned up conversations about merchandise similar to that taken from the garage. The subject denied involvement when interviewed. Detective Bowers obtained a complaint and warrant for the suspect's arrest for the offense of Theft Under \$500.00. The suspect was arrested on a traffic stop on February 19<sup>th</sup>. The offender was fingerprinted, photographed, provided with copies of his paperwork and transported to DuPage County Jail.

On February 19<sup>th</sup>, Officers Richards and Sauseda and Sergeant Langelan were dispatched to the 100 block of Lester St. for an unknown request for police. Upon arrival, officers observed several individuals standing around and arguing in the roadway and a male holding a female in his arms with what appeared to be a lot of blood on both of their clothing. Upon closer observation officers discovered the victim had been stabbed multiple times and was bleeding profusely. Officers summoned medical assistance and began applying pressure to the victim's wounds until West Chicago Fire Protection District personnel arrived and subsequently transported the victim to Central DuPage Hospital. A folding knife with blood on the blade was found in the street near the victim. Detectives Flanigan and Calabrese arrived and began interviewing witnesses. Detectives learned that the suspect had been cut during the altercation and was currently at the hospital. Upon being cleared by medical personnel, the suspect was taken into custody and transported back to the Station where the suspect was charged with Armed Violence and Aggravated Battery. The suspect was processed and transported to DuPage County Jail.

On February 21<sup>st</sup>, Officers Diveley and Schoonhoven responded to the McDonald's located at 305 S. Neltnor Blvd., for a report of a subject banging on the walls of the restroom. The subject was located in a stall, pacing back and forth and repeatedly flushing the toilet. Officers observed a bag containing a syringe bag in the toilet. Upon searching the individual, Officers found additional drug related items. After investigating further, Officers discovered the subject was also wanted on two arrest warrants. The subject was placed under arrest and transported to the Station where he was charged with Possession of a Controlled Substance. The offender was processed and transported to the DuPage County Jail.