

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

NOTICE

PUBLIC AFFAIRS COMMITTEE

**Monday, October 26, 2020
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 July 27, 2020
3. Public Participation / Presentations
 - A. Healthy West Chicago
4. Items for Consent
 - A. Frosty Virtual Scavenger Hunt
 - B. Holiday House Decorating Contest
5. Items for Discussion
 - A. West Chicago Railroad Days 2020 Final Report and Consideration of an Addendum to the Current Contract for the 2021 Railroad Days Festival.
6. Unfinished Business
7. New Business
8. Reports from Staff
 - A. West Chicago Police Department Monthly Reports
9. Adjournment

MINUTES

PUBLIC AFFAIRS COMMITTEE

Monday July 27, 2020 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 Alderman Brown, Hallett, Birch Ferguson, Swiatek, Short and Jakabcsin.

2. Approval of Minutes.

A. Public Affairs Committee Minutes of May 26, 2020. Alderman Swiatek made a motion, seconded by Alderman Jakabcsin to approve the minutes of the Public Affairs Committee meeting. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

3. Public Participation / Presentations.

4. Items for Consent.

A. Homecoming – Fireworks Display Wheaton Academy. Chairman Chassee has given direction to the Committee that contingent upon compliance with any and all orders if any governmental body regarding assembly. Alderman Jakabcsin made a motion, seconded by Alderman Swiatek. Voting Aye: Chairman Chassee, Alderman Hallett, Birch Ferguson, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

5. Items for Discussion.

A. West Chicago City Museum Reading Rail Sign - Alderman Birch Ferguson made a motion, seconded by Alderman Jakabcsin. Voting Aye: Chairman Chassee, Alderman Hallett, Birch Ferguson, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

B. Western DuPage Chamber of Commerce – 2020 Railroad Days Funding – Committee asked for more supporting documentation and explanation of the expenses for the next Public Affairs Meeting.

6. Unfinished Business.

7. New Business.

8. **Reports from Staff.**

A. West Chicago Police Department Annual and Monthly Reports.

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 7:34pm.

Respectfully submitted,

Yahaira Bautista

Administrative Assistant to Chief of Police
West Chicago Police Department

YEAR-END REPORT

JULY 2019 - SEPTEMBER 2020



Since its start in 2015, Healthy West Chicago has been a ground-breaking collaboration among community organizations committed to improving the health of West Chicagoans. Our mission is to ensure that all residents of West Chicago will have access to an optimal state of health and wellness.

COMMUNITY NEED



2.3X

WEST CHICAGO HEART FAILURE ER RATE IS 2.3 TIMES HIGHER THAN DUPAGE COUNTY



37

out of 100

WALK SCORE: CAR DEPENDENT



94%

THINK INCREASING HEALTHY EATING IS IMPORTANT TO THEIR FAMILY

OBJECTIVE 1 Increased knowledge of nutrition and cooking healthy meals and snacks

OBJECTIVE 2 Improved availability of healthy foods to include locally grown products

HIGHLIGHTS

"The National Forum sees Healthy West Chicago as a model partner and collaborator. They set the bar for other communities in terms of health advocacy and prevention. Our community partners look to Healthy West Chicago and Mayor Pineda as an example of how to improve physical activity and lead heart disease prevention in their communities."

-Debbie Martinez
National Forum for Heart Disease & Stroke Prevention

PARTICIPATION

14 PARTNERS
642 COMMUNITY BASED EVENTS
+
562* SCHOOL BASED EVENTS

* Programming for 194 Students
Supplemented by District 33 Funding



86%

ACCESS TO HEALTHY AND AFFORDABLE FOOD > 3X PER WEEK



79%

ARE MOTIVATED OR VERY MOTIVATED TO EAT HEALTHY



79%

ARE INFORMED OR VERY INFORMED ABOUT MAKING HEALTHY CHOICES



89%

MAKE HEALTHY FOOD CHOICES > 3X PER WEEK

NUTRITION/HEALTHY EATING

PHYSICAL ACTIVITY

OBJECTIVE Increased access to opportunities for physical activity that are affordable and accessible throughout the community



786

COMMUNITY PARTICIPATION

22

PARTNERS



81%

HAVE OPPORTUNITIES FOR PHYSICAL ACTIVITY >3X PER WEEK



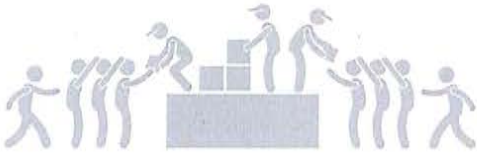
70%

WERE MOTIVATED OR VERY MOTIVATED TO EXERCISE



81%

PARTICIPATED IN PHYSICAL ACTIVITY > 3X PER WEEK



COVID-19 FOOD DISTRIBUTION/KITS

480 INDIVIDUALS

462 FAMILIES

\$570 IN GROCERY GIFT CARDS



COMMUNITY ENGAGEMENT & COVID-19 RESPONSE

HIGHLIGHTS

205



HEALTH SCREENINGS AND FLU SHOTS



NEW INITIATIVES

- Virtual Live Grocery Tours
- Food Distribution Assistance
- Nutrition and Cooking Classes
- Grocery Gift Cards
- Virtual & In-Person Fitness Classes
- Virtual 5K
- Fitness App Extension

"Healthy West Chicago is a great asset to our community. It expands our knowledge of healthy living by making the right food choices and obtaining an adequate amount of physical activity. It is not just knowledge, but hands-on experiences that help people to reconnect with themselves and with others. Healthy West Chicago makes our community healthier and stronger."

- Community Member

FUNDERS

- The American Heart Association*
- Share Our Strength*
- Northwestern Medicine*
- National Forum for Heart Disease & Stroke Prevention*
- City of West Chicago
- WeGo Together for Kids
- Republic Bank of Chicago*
- School District 33
- Jacobs Engineering Group*
- DuPage County Health Department*

* Denotes grant-based funding

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE
AGENDA ITEM SUMMARY

ITEM TITLE:

Frosty Virtual Scavenger Hunt

AGENDA ITEM NUMBER: 4. A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: October 26, 2020

COUNCIL AGENDA DATE:

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:
Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

Due to the cancellation of Frosty Fest this year, staff is proposing a Virtual Frosty Scavenger Hunt to keep the Frosty spirit alive this Holiday season. This would go from mid/late November to mid-December.

Frosty would be taken to around 10 well-known locations in West Chicago and have his photo taken. The photo would be posted on Facebook and the public would be asked to guess where Frosty is. All the correct answers would be put into a random drawing to win a prize. The prize would be a 2020 custom Frosty Ornament.

The estimated cost of this Virtual Scavenger Hunt would be \$200 for ten Frosty ornaments.

ACTIONS PROPOSED:

Approval of the Frosty Virtual Scavenger Hunt as proposed.

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE
AGENDA ITEM SUMMARY

ITEM TITLE:

Holiday House Decorating Contest

AGENDA ITEM NUMBER: 4. B.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: October 26, 2020

COUNCIL AGENDA DATE:

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:
Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

Due to the cancellation of the City's Frosty Fest and the Park District's North Pole Adventure this year, the West Chicago Park District and the City of West Chicago wish to collaborate on a Holiday House Decorating Contest.

Judges will drive by the registered decorated homes and two winners will be chosen, a third winner will be chosen by a public vote. There will be 3 prize bags including yard signs for bragging rights. An interactive map of the decorated homes will be available for residents to use.

The estimated cost for the City would be \$200 for the prize bags and yard signs.

ACTIONS PROPOSED:

Approval of the Holiday House Decorating Contest.

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

**West Chicago Railroad Days 2020
Final Report
Western DuPage Chamber of Commerce**

AGENDA ITEM NUMBER: 5.A.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** October 26, 2020**COUNCIL AGENDA DATE:** _____**STAFF REVIEW:** Tom Dabareiner**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:**
Michael Guttman**SIGNATURE** _____**ITEM SUMMARY:**

The Western DuPage Chamber of Commerce submitted the attached documentation of expenses for West Chicago Railroad Days that was scheduled to take place Thursday, July 9 through Sunday, July 12, 2020 at Pioneer Park. The Public Affairs Committee discussed cancellation of Railroad Days on April 27, 2020 and the cancellation was confirmed by the City Council on May 4, 2020. The cancellation was based on state guidance regarding COVID-19, which has resulted in the cancellation of virtually all festivals to date.

The City requested a report of expenses and a return of the unspent portion of the \$15,000 that was supplied to the Western DuPage Chamber of Commerce the week of February 17, 2020. The \$15,000 was provided in accordance with the Funding Agreement between the City and the Western DuPage Chamber of Commerce per Resolution 17-R-0040 and is attached. On July 27 the Public Affairs Committee requested that the Chamber provide more documentation and also an explanation of efforts to mitigate the non-refundable deposits. The City has not received any proof of efforts to mitigate the non-refundable deposits, although the Chamber provided a general report on expenses, a handful of receipts, a contract, and estimates of staff time spent on a variety of event-related tasks.

The Western DuPage Chamber of Commerce is requesting to keep the \$15,000 due to the spending listed in the four categories below:

1. Estimated labor costs of \$9,921.50
2. A beverage provider dropped their Chamber membership of \$1,995
3. Lost marketing benefits owed sponsors \$4,000
4. Non-refundable deposits of \$2,925

Attached is the proposed addendum to the Railroad Days Funding Agreement 2017 through 2021, which sets forth the additional responsibilities for the Western DuPage Chamber of Commerce and the City when planning upcoming Railroad Days Festivals.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Further discussion of the final report.

COMMITTEE RECOMMENDATION:

2020 Railroad Days - Cost estimates Report to Board of Directors

The 2020 West Chicago Railroad Days Festival was officially cancelled by the City of West Chicago on May 4th as a response to the COVID-19 virus threat. The event, in compliance with the contract with the City of West Chicago was scheduled for July 9th through the 12th. While it was cancelled 9-weeks prior to opening, much of the chamber's staff time and resources are expended prior to this date.

The following explains many of the tasks required to plan and manage the event as well as other associated losses incurred because of the cancellation occurring well into the 2nd quarter of the chamber's budget year.

The funding agreement reduces the funding amount by \$10,000 from 2019 as it did in 2019 and 2018 from the original \$60,000 funded in 2017; current funding amount is \$30,000 plus in-kind services estimated at \$17,000. As such, every year the chamber attempts to reduce the overall cost of the event while providing both the mandated components (per contract) and a quality event for the community. To do this, each component of infrastructure and amenity is carefully reviewed and negotiated.

Negotiation meeting, calls and auditions:

Generators required to operate in Pioneer Park, location per contract with City of West Chicago. This included on-site meeting with their manager and consideration of various layouts of stage, trailers, vendors, beer garden and other amenities requiring electricity as well as compliance with City codes. In order to consider alternate and less expensive power options, a preliminary load needed to be determined by calling all previous vendors to ascertain interest in returning to the event and if so, the maximum amperage load of each piece of equipment.

The layout submitted to the City was modified from previous years to meet our goal.

Talent/entertainment:

Entertainment is not only a required component of the event, but it is the favorite feature offered throughout the four-day festival. There is no entry fee to attend Railroad Days and free concerts are a big draw. Fred Brennon is contracted by the chamber to seek out performers that offer a blend of music styles and genres.

All acts are proposed to the chamber to review, often by attending a performance that is open to the public; three acts were auditioned in person for the 2020 lineup. All others were reviewed by all staff by way of press kits, referrals, YouTube videos, Facebook, and other social media sources to ensure that each performer was appropriate in content and delivery. When approved, Mr. Brennon would present a contract for review, assist in negotiations and secure contract for performance.

Carnival:

Also, a required offering for the festival, the carnival is very popular and is the major source for revenue to support the event; \$25,000 - \$38,000 in recent years. One challenge is that weather can have an impact on the participation and particularly on days/times when a single price (wristband) is offered. In

2020, a *single price for each day was negotiated for Every day, All Day*. This was expected to both increase participation and revenue.

Stage, sound, and lighting:

Quality entertainment required quality sound equipment, stage, and lighting to enhance the overall experience for the audience. In keeping with the goal of working with a smaller budget while maintaining a superior experience for those attending these too were negotiated for 2020. The stage size was reduced, and the sound provider was also worked with to reduce the costs where possible.

Marketing:

The 2020 West Chicago Railroad Days web feature was fully developed to include all the entertainment lineup, vendor applications, bus schedule and location (considering construction), new carnival pricing and schedules. While this may seem easy, it is anything but. Whenever a change is made to the lineup, additional video clips or sponsors are added, changes must be made. In 2020 it was important to make the website mobile device friendly as it is estimated that 80% of visitors will use a mobile device for directions and to review activities.

In addition, radio and TV commercials were in production as well as the printed marketing materials i.e. fliers, posters, and City of West Chicago newsletter copy.

Summary of loss

While the chamber does not practice cost accounting and therefore must rely on estimates to determine time spent and other hard costs, this estimate is determined to be not less than **\$9950.00** un-weighted labor costs directly related to the 2020 West Chicago Railroad Days planning and management YTD. A total of **270 staff hours is a conservative estimate of work exclusive to West Chicago Railroad Days through May 2020.**

In addition, the beverage provider dropped their Chairman's Club membership of **\$1995.00** and the Chamber must now create additional marketing benefits for our sponsors or other benefits that will be valued equally to the marketing benefit expected from Railroad Days. The marketing benefit must be at or above **\$4,000.00** allocated to this event.

No-refundable deposits YTD are **\$2925.00** paid for talent acquisition and stage lease.

American Mobile Staging: \$1925

The Brennon Agency: \$1,000 *it should be noted that all talent contracts were completed and therefore the full \$2,000 fee should have been paid; 50% was negotiated for the benefit of the City of West Chicago by the Chamber.

Profit history: Net retained by the Western DuPage Chamber of Commerce

2017	\$34,787.48
2018	\$31,056.38
2019	\$26,141.12

Nicolette Stefan

From: David Sabathne <dave@westerndupagechamber.com>
Sent: Monday, August 31, 2020 9:50 AM
To: Lori Chassee; Ruben Pineda; Michael Guttman; Nicolette Stefan
Subject: Railroad Days reporting
Attachments: 2020 1of2 American Mobil Staging.pdf; 2020 1of2 Brennan Agency.pdf; WDCC Railroad Days Stage.pdf; Public Affairs Committee Chairman Chassee.docx

Good morning,

Please see the attached letter and records regarding the 2020 West Chicago Railroad Days Festival.

Respectfully,

David

WESTERN DUPAGE CHAMBER OF COMMERCE



DAVID J. SABATHNE

PRESIDENT & CEO ACE, IOM

PROUDLY SERVING WARRENVILLE & WEST CHICAGO

306 MAIN ST., WEST CHICAGO IL 60185

PHONE: 630-231-3003 FAX: 630-231-3009

Western DuPage



Chamber of Commerce



WESTERNDUPAGECHAMBER.COM



"ONE STOP OPERATOR"
WORKFORCE DEVELOPMENT



Public Affairs Committee Chairman Chassee
City of West Chicago
475 Main Street
West Chicago, IL 60185
VIA: Email

August 27, 2020

Re: 2020 Railroad Days Funding information request

Dear Chairman,

During the Public Affairs Committee meeting July, the Western DuPage Chamber of Commerce was asked to provide greater detail of the expenses incurred relating to the planning and management of the 2020 West Chicago Railroad Days Festival. At that time, all chamber staff was furloughed or hours were reduced by 80% which made it impossible for us to compile the requested information immediately; we apologize for this unavoidable delay.

On August 17th the Chamber was able to recall all staff back to full pre-COVID levels and begin the reopening process. The Board of Directors and I have made it a priority to look back at the work related to our contractual obligation to the city and identify any detail that is available relating to the festival and report to you as soon as we can.

Attached are two payment receipts for work performed by outside contractors on behalf of the chamber but related to the 2020 West Chicago Railroad Days Festival. Each of these required a non-refundable deposit which was made and forfeited when the cancellation took place on or after May 4th, 2020.

Again, the Chamber staff will continue to dedicate time to respond to your request and hope that you accept our apology and understand that our organization is not exempt from disruptions related to the ongoing pandemic and did not qualify for the many benefits that most other businesses and organizations received; although as a leader within the community you should know that with our assistance substantial benefits were received by our West Chicago businesses.

Respectfully,

David J. Sabathne, ACE/IOM

President

American Mobil Staging, Inc.

Date 1/30/2020 Type Bill Reference

Original Amt. 3,850.00

Balance Due 3,850.00

2/1/2020 Discount
Check Amount

Payment 1,925.00
1,925.00

50% Deposit

Checking

1,925.00

PRODUCT SSLT100 USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

6286438701
C1EB22 CHIKDK05 08/28/2018 17:54 -153-

The Brennan Agency

Date	Type	Reference
1/27/2020	Bill	

Original Amt.
2,000.00

Balance Due
2,000.00

2/1/2020	Discount
Check Amount	

Payment
1,000.00
1,000.00

50% Deposit

Checking

1,000.00

PRODUCT SSLT103 USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-326-0304 or www.deluxe.com/shop



6286438701



C1EB22 CHIKDK05 08/28/2018 17:54 -151-

American Mobile Staging Inc.

1841 Mitchell Blvd. Schaumburg, IL. 60193

Ph. 847-584-0350 Fax. 847-584-0352

CONTRACT AGREEMENT

1. This contract is entered into this date 1/30/2020.
2. Between American Mobile Staging, Inc. ("AMS") and **Western Du Page Chamber of Commerce** ("customer").
3. To provide services, personnel and/or equipment for **Rail Road Days 2020**.
4. The services shall be provided by American Mobile Staging, Inc. to customer from: **7/9/2020 to 7/12/2020**.
5. All personnel and equipment shall be returned to AMS by **7/13/2020**.
6. Customer agrees to pay to AMS a total fee of: **\$3850.00**
7. A nonrefundable deposit shall be paid with the execution of this contract in the amount of: **\$1925.00**
8. With the balance due prior to set up: **7/9/20** In the amount of: **\$1925.00**

10. Unless otherwise defined in this contract, setup and dismantle labor shall be provided by AMS but limited to the time restrictions on line 11.
11. Labor is limited to **4 hour(s)** for setup and **4 hour(s)** for dismantle labor is included in this contract. Any overages will be invoiced and payable Net 30 days of line 5 above.
12. **No services and, or equipment shall be considered reserved until this contract is signed by customer and received by AMS with the deposit amount (from line 7).**

Customer:

Western Du Page Chamber of Commerce
Attn. Dave Sabathne
306 Main Street
West Chicago
IL 60185
Phone: 630-231-3003
Fax:

Services to be Provided And Amendments to this agreement shall be set forth on **Schedule A**.


Additional Terms, Conditions and Change Orders shall be set forth on **Schedule B** and are in addition to the contract price above.

Staging Rider shall be set forth on **Schedule C**. Customer shall pay all additional costs and expenses reflected therein.

GENERAL TERMS AND CONDITIONS: All the general terms and conditions attached to this agreement are incorporated by reference herein as though set forth at length. All such terms and conditions as well as riders have been read and understood by the parties to this agreement.

AUTHORITY: Each party executing this agreement, or any changes thereto, warrants and represents to the other that they have the right and authority to enter into this agreement on behalf of, and legally bind, the party for whom they are signing.

Nicholas R. Serino, President
American Mobile Staging, Inc.



Customer, on behalf of:

*Western DuPage
Chamber of Commerce*

306 Main St.
West Chicago, IL 60185



Signature
Required.

Schedule A: Services to be Provided And Amendments

Year: 2020 Invoice # 10563
 Date Out: 7/9/2020
 Date In: 7/12/2020
 Show: Rail Road Days 2020

Stages come with:	Stage	1	2	3	4
Banner Bars.....		Yes			
Sound Wings.....		Yes			
House Mix Site....					
Drum Riser.....					
Back Drop.....		Yes			
Monitor Mix Site..					
Skirting.....		Yes			
Extra Stair Units..					

SERVICES PROVIDED

- 1.
- 2.
- 3.
- 4.
5. 1 24'x16'x4' Superstage
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

Discount:
 Sub Total \$3,850.00

 Total Equipment: \$3,850.00

Amendments:

- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.

Amendment Total:

Expenses:

Total Expenses:

LABOR

DATE	CREW	RATE	OT	OT TOTAL	TOTAL
------	------	------	----	----------	-------

Total Labor:

Total Labor:

Total Expenses:

Trucking:

Total Equipment: \$3,850.00

Amendments:

On Site Additions:

Total: \$3,850.00

Payments:

Balance Due: \$3,850.00

Western DuPage
 Chamber of Commerce
 306 Main St.
 West Chicago, IL 60185


 Customer,

On behalf of:



Signature
 Required.

Schedule B: Additional Terms, Conditions and Change Orders

Change to contract	Fee	Approved By:
1.		<input type="text"/>
2.		<input type="text"/>
3.		<input type="text"/>
4.		<input type="text"/>
5.		<input type="text"/>
6.		<input type="text"/>
7.		<input type="text"/>
8.		<input type="text"/>
9.		<input type="text"/>
10.		<input type="text"/>

Total Amendments

GENERAL TERMS AND CONDITIONS

Equipment: AMS warrants and represents that the equipment furnished under this Agreement is in good and efficient working order. In the event of equipment failure through no fault of Customer, AMS shall repair or replace said equipment as quickly as possible so as to minimize any delay or inconvenience to Customer. AMS makes no warranty or representation of any kind as to the suitability of said equipment for any given purpose. Customer warrants and represents that said equipment shall be used only under those conditions, and for those purposes, for which it was designed and intended. Customer agrees to hold AMS harmless from any and all loss, damage and expenses caused by or arising out of the use of said equipment. As well as transportation if transported by customer. Customer shall return all equipment to AMS in the same condition as delivered to Customer, except for normal wear and tear in similar service.

Insurance: Customer will be held responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than the AMS agent or employees. Customer shall provide sufficient, Casualty and Public Liability Insurance coverage for any loss, damage, injury or expense caused to the AMS equipment or personnel for which the Customer is responsible under the terms of this Agreement.

AMS Personnel: Unless otherwise specifically required by terms of this Agreement, AMS shall not be required to provide personnel who are members of any union or guild. AMS personnel shall not be required to perform any services not contemplated under this agreement. AMS personnel shall not be required to certified by any organization unless mandated by any branch of government of the United States of America.

Indemnity: Each Party agrees to indemnify, defend and hold the other Party and its respective officers, officials, agents, and employees harmless from and against any and all claims, damages, liability, loss and expenses (including reasonable attorney fees), by reason of any negligent or wrongful act or omission of the Indemnifying Party, including the Indemnifying Party's officers, officials, agents, employees and invitees.

Credits: If any portions of the services produced by the AMS during the term of this Agreement are broadcast or reproduced for commercial exhibition or release, other than news coverage, Customer agrees that an appropriate credit will be given to AMS for the Services under the Agreement. No additional fees will result, provided appropriate credit is given. Bad faith or inadvertent failure to give such credit shall be deemed a breach of this Agreement and will result in additional fees being paid to AMS by Customer for such commercial use.

Customer Duties: Customer shall provide adequate and timely access to the place of performance to allow AMS personnel sufficient time and ability to perform its obligations under this Agreement. Customer shall also be responsible for providing adequate security for the safety of the AMS equipment and personnel. In addition, Customer shall be responsible for providing for any and all ancillary and necessary Services and conditions not specifically required of AMS under this Agreement in order to allow AMS to perform its obligations under this Agreement. Any additional costs and expenses incurred by AMS to fulfill Customer's duties under this Agreement shall be paid by Customer.

Unsafe Conditions: In the event that AMS, or their designated representative, shall in good faith determine that the conditions (whether due to access, exposure, weather, or otherwise) are unsafe to AMS personnel and/or equipment, the performer(s) or any other person(s) or property, AMS or their designated representative shall have the right to delay or refuse render any further Services under this Agreement without liability or breach of this Agreement unless and until the Customer shall acknowledge such conditions in writing and specifically indemnify and hold AMS and his personnel harmless from any and all loss, damage, injury, and/or expense arising from or relating to the use of equipment during the term of this Agreement.

Force Majeure: AMS shall not be liable for any delay or failure to perform under this Agreement if such delay or failure is caused or prohibited by conditions of force majeure, including strikes, labor disputes, fire, breakdown of transportation, weather, acts of God, acts of restraints of any government agency or any similar such events which are beyond the reasonable control of AMS.

Time is of the Essence: It is understood and agreed by all parties to this Agreement that time is of the essence.

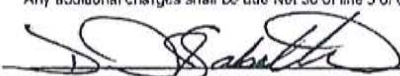
Modifications and Changes: Any modifications, changes or amendments to this Agreement, whether oral or in writing, which are made between the date of this Agreement and commencement of Services and obligations to be performed by Contractor, shall be set forth in writing as part of Schedule B to this Agreement and signed by Customer prior to the rendering of any Services by AMS.

Early Delivery: In the event of early delivery or late pickup whether beneficial to the Customer or AMS, and agreed upon in writing or verbally by both sides, all terms and conditions, schedules and riders shall readjust and be in full force to include those dates.

General Provisions: This Agreement may be executed in counterparts, each of which will be deemed original for all intents and purposes. In the event of any action at law or equity, including any arbitration proceedings, the prevailing party shall be entitled to reasonable attorney's fees and costs. Notwithstanding the fact that one or more parties hereto may have executed this Agreement outside the State of Illinois, it is acknowledged and agreed that this Agreement shall be governed by and construed under the law of the State of Illinois and in the event of any suit to enforce or interpret this Agreement or any of its terms and conditions, the parties agree that this Agreement shall be deemed to have been executed within the State of Illinois, and any action shall be instituted in the court of competent jurisdiction in the County of Cook, State of Illinois.

Finance Charge: Customer agrees to pay a finance charge of 1.5% interest per month for any invoice not paid net 30 days of line 5.

Payments: No equipment or service shall be considered reserved until 50% deposit and this signed contract has been received by AMS. Balance is due upon delivery of stage. Any additional charges shall be due Net 30 of line 5 of contract agreement.


Customer,

*Western DuPage
Chamber of Commerce*
on behalf of:
306 Main St.
West Chicago, IL 60185

 Signature Required.

Schedule C Staging Contract Rider

The following terms and conditions will act as part of the AMS Contract.

1. The customer shall secure any and all permits and/or fees for the placement and use of products of attached contract.
2. The placement of all stages will be on solid and level ground.
3. It is the customer's responsibility to install a solid surface such as plywood to ensure a safe delivery and pickup of AMS products. Any questionable soft surface, should be marked and protected by customer prior to delivery to help stay within the time limits of this contract. Any damage unless caused by the direct negligence of AMS to any surface as a result of delivery or pickup including, but not to be limited to, baseball or soccer fields, parks and sprinkler systems is the responsibility of the customer.
4. The customer understands and agrees to pay for any damages to AMS equipment other than that of normal wear and tear or caused by AMS.
5. The customer understands they have the option to have onsite labor at a cost of \$300.00 per day for the first 8 hours of each day and \$ 45.00 per hour thereafter during show days. This fee is to supply the customer with one person to manage the functions of the stage such as roof movement, and safety monitoring. This is an additional cost the the customer and will be invoiced in addition to this contract price. By declining onsite labor the responsibilities and liability of the stage becomes that of the customer and undersigner.

I accept onsite labor. _____ I decline onsite labor. 




Signature
Required.

6. The customer understands and agrees not to cover, hide or remove the AMS logo or phone number on any rented stage.
7. The customer agrees to send AMS directions to the event as well as setup and take down times 7 days prior to the event to assure an on time delivery.
8. The customer is responsible for the actions of anyone attending the event, and agrees to provide reasonable security to protect the equipment and staff of AMS.
9. The customer understands and agrees to pay any additional fees such as optional labor or charges set forth in schedule B and C net 30 days of setup in date.
10. The customer agrees not to exceed the stage roofs uniform distributed load weight limits as follows:
Unless a rigging plot is provided and approved by AMS 14 days prior to delivery date.

1. 16'X16'X3' American Mobile Stage	(250 pounds on a Uniform Distributed Load basis)
2. 16'X16'X3' American Mobile Mix/Stage	(350 pounds on a Uniform Distributed Load basis)
3. 24'X16'X4' Superstage	(500 pounds on a Uniform Distributed Load basis.)
4. 28'X14'X3' Century Stage	(250 pounds on a Uniform Distributed Load basis.)
5. 32'X14'X3' Wenger Stage	(250 pounds on a Uniform Distributed Load basis.)
6. SL 100 24'x20'x5' Stageline Stage	(750 pounds on a Uniform Distributed Load basis.)
7. 32'x20'x4' Superstage Stage	(1000 pounds on a Uniform Distributed Load basis.)
8. 32'x24'x4' Superstage Stage	(1000 pounds on a Uniform Distributed Load basis.)
9. SL-250 Stageline New Generation	(2000 pounds on a Uniform Distributed Load basis.)
10. 40'x24' Century Front Row Stage	(2000 pounds on a Uniform Distributed Load basis.)
11. 40'x28' Century Front Row Stage	(2000 pounds on a Uniform Distributed Load basis.)
12. 44'x30' Superstage	(2000 pounds on a Uniform Distributed Load basis.)

11. The customer understands and agrees that any labor provided by Customer (whether paid labor or volunteered on behalf of Customer) shall not be entitled to any benefits afforded employees of AMS, including, but not limited to workers' compensation benefits health insurance or payment for services provided. Customer further understands and agrees that it is their solely responsible for complying with all state and local laws as it applies to providing labor to a third party. At no time is anyone working or performing on the stage considered an employee AMS unless they are compensated directly by AMS.
12. AMS shall be allowed additional compensation in the event the customer fails in their obligations set forth at length under the amendments section of this contract. as it pertains to costs incurred by AMS to complete their obligations under this contract.
13. Any banners, backdrops, advertisements or decorations etc. of any kind that are provided by the customer whether attached to the stage by the Customer or AMS shall be the sole responsibility and liability of the customer as it pertains to loss, damage and injury of any kind. All supplies to hang, adhere or attach banners, backdrops, advertisements or decorations etc. shall be provided by the customer. Any help given for such services provided by AMS is merely a courtesy and not part or required by this contract.
14. It is understood by all parties involved that AMS onsite call time is based on a 4 hour set up and a 4 hour take down time limit. If AMS exceed time limits do to changes implemented on the site and or are delayed by customer's other sub contractors or other reasons beyond our control. Customer agrees to pay \$30.00 per hour per person that was delayed past 4 hour(s). The cost of the time will be included on the invoice as additional labor charges. No additional charges will be occurred if the delay is caused by weather or AMS.



Customer,

Western DuPage
Chamber of Commerce
on behalf of
306 Main St.
West Chicago, IL 60185



Signature
Required.

Nicolette Stefan

From: David Sabathne <dave@westerndupagechamber.com>
Sent: Thursday, September 17, 2020 11:36 AM
To: Lori Chassee; Ruben Pineda; Nicolette Stefan; Michael Guttman
Subject: Cost Detail West Chicago Railroad Days
Attachments: Cost Detail.pdf

Attached you will find the cost detail report that was requested by the Public Affairs Committee. On behalf of the Board of Directors and staff of the Western DuPage Chamber of Commerce, thank you for your patience and consideration. A printed copy has been mailed to the City of West Chicago as well.

After you have had time to meet and discuss this report, please let me know next steps. Please feel free to call or email if we can be of further service and, be well.

Respectfully,

David

WESTERN DUPAGE CHAMBER OF COMMERCE



DAVID J. SABATHNE
PRESIDENT & CEO ACE, IOM
PROUDLY SERVING WARRENVILLE & WEST CHICAGO

306 MAIN ST., WEST CHICAGO IL 60185
PHONE: 630-231-3003 FAX: 630-231-3009



WESTERNDUPAGECHAMBER.COM



"ONE STOP OPERATOR"
WORKFORCE DEVELOPMENT

2020 West Chicago Railroad Days

Western DuPage Chamber of Commerce

COST OF SERVICE REPORT

Introduction:

The Western DuPage Chamber of Commerce begins planning West Chicago Railroad Days no later than November 1st the year before scheduled event; November 2019 for July 2020 event. This is done for a number of reasons 1) sponsorship funding is reduced each year and therefore any area that may provide cost reductions is reviewed and negotiations begin. 2) Performers begin putting out feelers and begin to decide on their desired schedule. 3) booking entertainment begins in early January; penciled in bands are then inked for the year. Finally, since the City and Chamber have the option of cancelling the contract on or before December 31st, no contracts can be signed by the chamber until January 1st.

Internal (Chamber) Cost Detail

The following reflects the costs as outlined in the cost report given to the City of West Chicago in August. As requested by the Public Affairs Committee, greater detail has been added. These are best estimates based on a comprehensive review of scheduled appointments, documents, emails, contracts and such. As previously reported to the Committee, the chamber does not have a cost accounting protocol and therefore, like most organization, many tasks take place each day and often are unrelated except that they impact services and obligations that the chamber performs.

DESCRIPTION	STAFF HOURS	RATE	TOTAL
Generators required to operate in Pioneer Park, location per contract with City of West Chicago. This included on-site meeting with their manager and consideration of various layouts of stage, trailers, vendors, beer garden and other amenities requiring electricity as well as compliance with City codes. In order to consider alternate and less expensive power options, a preliminary load needed to be determined by calling all previous vendors to ascertain interest in returning to the event and if so, the maximum amperage load of each piece of equipment.			
Phone call with Scott from GenPower: review 2019 bill detail, discuss cost reduction strategy	2	55.00	110.00
Meeting with Scott with GenPower on-site	1	55.00	55.00
Contact prior vendors (15) to get power requirements	6	55.00	330.00
Layout multiple plans that would reduce distance between high energy users and generators to reduce costs.	3	55.00	165.00
Review plans with Scott with GenPower for least costly layout	1.5	55.00	82.50
Received and reviewed proposal, signed and submitted agreement	1	55.00	55.00

Entertainment is not only a required component of the event, but it is the favorite feature offered throughout the four-day festival. There is no entry fee to attend Railroad Days and free concerts are a big draw. Fred Brennon is contracted by the chamber to seek out performers that offer a blend of music styles and genres.

All acts are proposed to the chamber to review, often by attending a performance that is open to the public; three acts were auditioned in person for the 2020 lineup. All others were reviewed by all staff by way of press kits, referrals, YouTube videos, Facebook, and other social media sources to ensure that each performer was appropriate in content and delivery. When approved, Mr. Brennon would present a contract for review, assist in negotiations and secure contract for performance.

Researched stage options for smaller and/or assembled (vs trailored one-piecestage)	3	55.00	165.00
Attended performance of Band: Wild Daisey's	4	55.00	220.00
Attended performance of Band: In the Stix	4	55.00	220.00
Attended performance of Band: Modern Day Romeos	4	55.00	220.00
Screened five bands proposed: Press kits, CD and Youtube	8	55.00	440.00
Reviewed pricing (and requirements) for five proposed band	2	55.00	110.00
Requested additional entertainment options; pricing higher in first round and need to get down a bit.	1	55.00	55.00
Followup on The Chicago Experience (Dan Rakow referral)	1	55.00	55.00
Reviewed Chicago Experience and Chicago Latin Groove...minor changes requested by chamber.	1	55.00	55.00
Contracts approved for Chicago Experince & Latin Groove: Need W-9s	1	55.00	55.00
Reviewed OMT proposal: okay to hire request contract from Fred	1	55.00	55.00
Review Band Stage requirements send to Sound Tech	2	55.00	110.00
Contract from Fred: need W-9 follow up OMT	1	55.00	55.00
Request pricing for Back-line	1	55.00	55.00
Assembled stage will not work, need price American Moble Stage. Go smaller than 2019 to reduce cost must have 24' width w/wings	1	55.00	55.00
Need press kits for all bands for virtual and print materials	3	55.00	165.00
Audition local Latin Band: referred by friend of chamber	4	55.00	220.00
BookedTamborazo El Profeta - El Pavidio Navido	1	20.00	20.00
Call all past submittals (priority bands) that were unable to sign. Sammy and the Knights were cancelled while on-site in 2019 but waived fee...re-sign them.	10	20.00	200.00
Confirmed pricing and schedule for Sammy and the Knights.	1	55.00	55.00
Complete additional fill-in bands. No back-line or extras needed	5	55.00	275.00

Also, a required offering for the festival, the carnival is very popular and is the major source for revenue to support the event; \$25,000 - \$38,000 in recent years. One challenge is that weather can have an impact on the participation and particularly on days/times when a single price (wristband) is offered. In 2020, a *single price for each day was negotiated for Every day, All Day*. This was expected to both increase participation and revenue.

Meet with Tom and inquire about "spectacular" level ride: I think it would draw well this year with single pricing

Discuss assist with fencing up/down: area keeps growing and without Sheriff help, very hard to complete. 3000 feet of snow fencing

Verify insurance: get COI and updated W-9

Schedule (verify) background check status

Coordinate Sanitation, fuel and Ice Delivery

Local hiring: COVID employment challenge work out schedule 1-week prior (Bartlett) may continue to Plainfield. WorkNet DuPage as backup

10 55.00 550.00

City and other tasks:

Complete Special Event Application: Building permit, utility and dumpster schedule, narrative of event, safety plan w/CDC guidelines, insurance COI, all in-kind service request, layout (revised) schedules. Hours and close of sales (1/2 hour T,F&S, 45-min Sun).

8 55.00 440.00

Sanitation: brown water tank and extra cleaning.

1 55.00 55.00

Ice delivery agreement and delivery schedule

1 20.00 20.00

Stage delivery schedule...send layout

1 55.00 55.00

Generator Schedule: make sure PD trailer is positioned before noon

Tuesday...needs direct connect 30+ amp.

2 20.00 40.00

Volunteer schedule: CAP, Beer Garden, SWAP, community and Chamber Board...see community list for updates from 2019. Contact Jenny.

3 20.00 60.00

Verify sponsor on-site presence: booth/electric/days

1 55.00 55.00

2 18.00 36.00

Larger tent for CERT

-

Food ticket price at \$7.50 per redeemed. Police, staff, volunteers, bands (when necessary) and other assist...CERT, Fire...ETC. Chamber expense.

-

Verify signage and prepare order w/graphics: City, Alcohol, Hours, Parking, ADA, Firearms, Directional, marketing.

6 20.00 120.00

BASSET Training for staff update

2 18.00 36.00

Liquor license: State and City (\$425)

-

Complete Tax documents for liquor sales: no organization exempt any longer

1 55.00 55.00

Sanitize tokens, additional order to maintain rotation in beer garden 1000?

2 20.00 40.00

Attend Public Affairs Committee Meeting

1 55.00 55.00

Attend Public Affairs Committee Meeting	1	55.00	55.00
Verify construction schedule: Schools and City Public Works for any interruptions or closings.	1	55.00	55.00
Add Pioneer School as Emergency shelter: consider guidelines and may have to provide waiver and insurance; check back in May.	1	55.00	55.00
Review State guidelines against City contract to see if we can modify page 4 and still comply with contract terms.	4	55.00	220.00
Budget preparation for BOD	4	55.00	220.00
Staff meetings for RR Days 1-2 hours per week to review task list, challenges, completions, budget implications ETC from November through March.			
Intermittant phone/virtual meetings through April			-
21 x 1.5 = 31.5 hours per staff member 5 x 1/2 = 2.5 hrs per staff member total 34 hours per staff member.			-
Staff	34	55.00	1,870.00
Staff	34	20.00	680.00
Staff	34	18.00	612.00
<i>Quality entertainment required quality sound equipment, stage, and lighting to enhance the overall experience for the audience. In keeping with the goal of working with a smaller budget while maintaining a superior experience for those attending these too were negotiated for 2020. The stage size was reduced, and the sound provider was also worked with to reduce the costs where possible.</i>			
Meet with Richard Peck, review equipment downgrade options and price reduction. Thursday to provide own back-line to reduce 1-day tech cost. Load-in schedule to be worked out; Thursday AM for direct line install	4	55.00	220.00
<i>The 2020 West Chicago Railroad Days web feature was fully developed to include all the entertainment lineup, vendor applications, bus schedule and location (considering construction), new carnival pricing and schedules. While this may seem easy, it is anything but. Whenever a change is made to the lineup, additional video clips or sponsors are added, changes must be made. In 2020 it was important to make the website mobile device friendly as it is estimated that 80% of visitors will use a mobile device for directions and to review activities.</i>			
Radio and TV commercials were in production as well as the printed marketing materials i.e. fliers, posters, and City of West Chicago newsletter copy.	24	20.00	480.00
Update software for festival website to accommodate improved mobil app content display:	3	20.00	60.00
Modify all materials to reflect the one-price-all-day format and create a exclusive flier to push out message; FB, email, maybe insert to City newsletter.	6	20.00	120.00

Additional staff time fielding calls, reviewing COI forwarded by vendor insurance companies, parade,entertainment and vendor inquiries and modifying reports, budgets to reflect small changes

20 19.00 380.00

Total of best estimate staff hours, activities and costs

\$ 9,921.50

HARD COST - Nonrefundable Deposits

American Mobile Staging: \$1925

The Brennon Agency: \$1,000 *it should be noted that all talent contracts were completed and therefore the full \$2,000 fee should have been paid; 50% was negotiated for the benefit of the City of West Chicago by the Chamber.

\$2,925.00

Payment receipts were provided to the City of West Chicago

Exhibit A
Funding Agreement for Railroad Days for 2017 through 2021

THIS AGREEMENT is made and entered into on the 6th day of February 2017, by and between the Western DuPage Chamber of Commerce (hereinafter referred to as "Chamber") and City of West Chicago, (hereinafter referred to as "City").

1. In consideration of the covenants and agreements hereinafter contained, as well as other good and valuable considerations, the Chamber and the City hereby agree that the Chamber is an independent entity with respect to the City and agrees to perform all services to create, plan, develop and execute the Railroad Days Festival (hereinafter referred to as "Festival") scheduled as follows:

2017: July 6 - 9
2018: July 12 - 15
2019: June 8 (parade only) and July 11 - 14
2020: July 9 - 12
2021: July 8 - 11

at Pioneer Park, 479 W. Forest Avenue, or another mutually agreeable location, and that the City will provide a designated amount of financial support for such Festival. The Festival will include a four-day carnival, and may include the following: musical acts, a fireworks display, a beer garden, and a parade, with the necessary infrastructure and marketing to support such. The City will provide the following amounts for Festival components:

2017: \$ 60,000
2018: \$ 50,000
2019: \$ 40,000
2020: \$ 30,000
2021: \$ 25,000

The City shall be responsible for no additional cash contributions beyond that which is stated herein.

2. The Chamber may, at its sole discretion and as detailed in its Special Event Assessment Form (described below) schedule additional entertainment and/or attractions and use the City-funded infrastructure, so long as any additional, non-negligible costs associated with such are funded from private sources, such as sponsorships or donations. The Chamber has no authority or power to incur debts, obligations or commitments of any kind whatsoever for or on behalf of the City or to bind the City to any contract, agreement or employment agreement. In consideration for funding received by the Chamber from the City as primary financial contributor, the City's expectations associated with the Festival are more fully described in the addendum that is attached hereto and made apart hereof as Exhibit "B"

3. The services which the Chamber will perform include, but are not limited to, planning, organizing and supervising the Festival, making arrangement for the Festival site, negotiation of contracts with responsible independent contractors or vendors, applying for all permits and licenses, and complying with all insurance requirements. One supervisor of the Chamber shall attend and supervise the entire Festival. The Chamber agrees to pay or have paid all contractual obligations associated with the Festival, to coordinate and certify required Bassett training, and to obtain such through the City if such is available at the time training is scheduled, for all volunteers working with the beer tent, and to obtain all required licenses and deposits; copies of all invoices, receipts and checks to vendors shall be provided prior to the City making the payment as detailed in Section 4(A)(4) below. At all times, the Chamber will comply with all City Codes and Ordinances and Special Event Policy that are in effect. However, should a higher level of government mandate any new laws that the City is required to enforce and should the City Council approve a new law that does not specifically deal with festivals but rather improves and addresses the health, safety and welfare of West Chicago residents and its visitors, then the Chamber shall be obligated to comply. The Chamber shall not open any portion of the Festival until the respective permits are obtained and approvals are granted and all insurance requirements are satisfied.
4. The City's responsibilities stated below are limited to the following:
 - A. Providing financial support as detailed above for 2017 through 2021 paid in installments, to be used to help cover the cost of activities and the Chamber's role in producing the Festival for community-wide benefit. Funds will be released so long as the submittal requirements have been met as per Sections 6 and 7 of this Agreement.
 1. The City agrees to pay the Chamber (or its designee, as specified in writing) 50% by the end of the week following the second City Council meeting in February as seed money for contractual obligations directly related to the Festival.
 2. The City agrees to pay the Chamber (or its designee, as specified in writing) 25% for contractual obligations directly related to the Festival by the end of the week following the first City Council meeting in May.
 3. The City agrees to pay the Chamber (or its designee as specified in writing) 10% for contractual obligations directly related to the Festival by the end of the week following the second City Council meeting in June.
 4. The City agrees to pay the Chamber (or its designee, as specified in writing) the final 15% in consideration of all contractual requirements being met, and after the Chamber has provided to the City copies of all invoices, receipts and checks to vendors for expense receipts no less than the amounts designated for each year

in Section 2 above, together with its final written report including a summary financial report following the format and level of detail of Exhibit "C" attached hereto, has had all final paperwork accepted by the Public Affairs Committee, and has made its final appearance at the first available Public Affairs Committee meeting after the Festival.

5. Should any submittal deadline not be met and/or should the information submitted be deemed incomplete, the City will withhold payment until the submittal is satisfactory. The Chamber will be paid within thirty (30) days of the City receiving a complete and satisfactory submittal.
6. No additional funds shall be provided to the Chamber beyond those specifically detailed in this Agreement, except that the City of West Chicago shall maintain a membership with the Chamber at the Platinum level for the years 2017 through 2021.

B. Providing the following in-kind services with approval of the City Administrator:

1. The Public Works Department will provide barricades and ensure water hook-up.
 2. The Police Department will provide security during hours of operation of the Festival and for one hour before and after the approved hours of operation.
 3. The Community Development Department will provide inspectors for inspection of all carnival type rides and vendors and for inspection of the general layout of site.
 4. The City will waive associated application and permit fees.
 5. The City will work with Groot Industries to provide a garbage dumpster.
 6. The City will provide traffic management on all public streets.
 7. The City will provide rolling street closures associated with the parade, if a parade is held.
 8. The Chamber shall be responsible for turf restoration to the satisfaction of the Park District, or other owner, as applicable for a different Festival location. The City shall no longer be responsible for turf restoration after the Festival.
-
5. The Chamber has no stated management fee, but reserves the right to plan and manage the event and enjoy the exclusive benefit of any profit resulting from such.
 6. The Chamber shall communicate progress and compliance with the terms of this Agreement at the request of the City. The final post-Festival report shall include a recap of the Festival and detail the successes and challenges, and accounting of

expenses of not less than the amounts designated for each year in Section 2 above related to the Festival accompanied by copies of invoices, receipts and checks to vendors.

7. The Chamber shall comply with the following submittal deadlines and all other submittal dates as indicated on the Special Event Permit Application.
 - March 31st – Submit Special Event Permit Application (including, if applicable, map of parade route, location and times of street closures), Fireworks Application, Carnival Application and associated documentation, if applicable, including Certificates of Insurance from the Western DuPage Chamber of Commerce and those specific to the Fireworks and Carnival.
 - April 15th – Attend an Application Review meeting to be scheduled by the City, and at least one (1) coordination meeting per month (approximately May 1, June 1, and July 1) in preparation for the event.
 - May 15th – Submit marketing insert in English and Spanish for City newsletter.
 - June 30th - Submit written confirmation of scheduled inspections from Community Development Department, West Chicago Fire Protection District and the DuPage County Health Department. Written confirmation shall be provided that all carnival workers have had their required background checks by this date. If there is a beer tent, written confirmation shall be provided that indicates that Bassett training, through the City if such is available, and ticket seller training occurred by this date.
 - June 30th - Secure the site and obtain all required approvals for a compliant fireworks display, if applicable.

8. If either party elects to cancel this agreement, than such shall be done via written notification to the other party by December 31 of the year preceding the next scheduled Railroad Days event.

9. 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.

10. The Chamber agrees to maintain, at its expense, workers' compensation insurance, and to fully protect its employees from any and all claims filed under the Workers' Compensation or similar statutes of this State. Such insurance shall be maintained in those amounts required by statute. The Chamber agrees to maintain, at its own expense, general liability insurance in amounts not less than \$5,000,000 aggregate and shall name the City, the West Chicago Park District, the West Chicago Fire Protection District, and their respective officials, agents, employees and volunteers all as additional insureds under the policy. The

Chamber's insurance coverage shall be primary as respects the City, the West Chicago Park District, the West Chicago Fire Protection District, and their respective officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, the West Chicago Park District, the West Chicago Fire Protection District, and their respective officials, employees, agents and volunteers shall be excess of the Chamber's insurance and shall not contribute with it. The Chamber shall ensure that the City receives original certificates of insurance and endorsements evidencing the existence of such coverage by the end of March each year, which shall be continued during any periods in which this Agreement is in force.

The Chamber hereby agrees to indemnify and hold harmless the City of West Chicago and the West Chicago Park District and their directors, officers, agents and employees from and against any and all claims, demands, actions, causes of action and other liabilities and expenses, including but not limited to attorney's fees, arising out of or in connection with the Festival, including but not limited to any such claims that may be asserted by any employees of the Chamber, any contractor, vendor or other service provider for the Festival. This indemnification provision shall survive the term of this agreement or any cancellation or abandonment of the terms and conditions contemplated herein.

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

The Chamber hereby agrees that any and all work conducted at the Festival site shall be performed in accordance with all applicable laws of the City to provide a safe working environment for the Festival workers, volunteers and general public. Furthermore, the Chamber agrees to secure by means of contract/agreement with vendors for fireworks and carnival to provide additional insurance coverage as primary as respects the City, West Chicago Park District and the West Chicago Fire Protection District and their respective officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, the West Chicago Park District, and the West Chicago Fire Protection District and their respective officials, employees, agents and volunteers shall be excess of the vendor's insurance and shall not contribute with it. The Chamber is responsible for ensuring that all insurance requirements are met.

The Chamber hereby grants the City permission to talk directly with its insurance company to ensure that the Certificate of Insurance and the Endorsements comply with the terms of this Agreement and the City Code. The Chamber shall also secure the written authorization of the companies conducting the Fireworks and the Carnival to allow the City permission to talk directly with their respective insurance companies to ensure that the Certificate of Insurance and the Endorsements comply with the terms of this Agreement and the City Code.

11. Neither this agreement nor any interest herein, or claim hereunder, shall be assigned or transferred by either the City or the Chamber.

CITY OF WEST CHICAGO

WESTERN DUPAGE
CHAMBER OF COMMERCE

By: _____
Ruben Pineda
Mayor

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

By: _____
Nancy M. Smith

By: _____
Name:

City Clerk

Title: _____

RAILROAD DAYS FUNDING AGREEMENT 2017 THROUGH 2021

ADDENDUM NO. 1

THIS Addendum to the *Funding Agreement for Railroad Days for 2017 through 2021*, is made and entered into as of the date the last undersigned Party executes the Addendum (“Effective Date”), by and between the Western DuPage Chamber of Commerce (hereinafter referred to as “Chamber”) and City of West Chicago, (hereinafter referred to as “City”), and collectively referred to as the Parties.

RECITALS

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

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

WHEREAS, in February, 2017, the Parties entered into an Agreement whereby the Chamber would be responsible for the conduct of the Annual Railroad Days Festival, (hereinafter referred to as Railroad Days Festival), for the calendar years 2017 through 2021; and

WHEREAS, the City therein agreed to provide certain funding for the Railroad Days Festival, as more fully set forth in the *Funding Agreement for Railroad Days for 2017 through 2021*, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, as a result of the 2020 COVID-19 Pandemic and the restrictions imposed on public gatherings by the Center for Disease Control (“CDC”), the Illinois Department of Public Health (“IDPH”) and the General Orders of Illinois Governor Pritzker and the Guidance set forth therein, the 2020 Annual Railroad Days was cancelled; and

WHEREAS, based upon the evolution of conditions related to the COVID-19 Pandemic, the Parties have determined that it is in their respective best interest to address the potential limitations which may be imposed upon such events in the future, including the 2021 Railroad Days Festival; and

WHEREAS, the Parties deem it in their respective best interests to impose conditions which will allow the Railroad Days Festival to proceed, provided there are no health conditions or restrictions which would otherwise prevent the conduct of the Festival; and

WHEREAS, the Parties have agreed to enter into an Addendum to the *Funding Agreement for Railroad Days for 2017 through 2021*, to address these emerging concerns and to protect the public funds utilized as part of the City's financial undertaking in connection with Railroad Days; and

WHEREAS, the Parties have agreed to memorialize their respective understanding in the instant Addendum.

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

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

2. **RESPONSIBILITIES OF THE CHAMBER.** In connection with the 2021 Railroad Days Festival, the Chamber shall comply with all Executive Orders of the Office of the Governor of the State of Illinois and to conduct the Railroad Days Festival in accordance with all Centers for Disease Control (CDC) and Illinois Department of Public Health (IDPH) Guidelines and restrictions.

The Chamber shall, in all of its contractual and other arrangements for the Railroad Days Festival, ensure that any and all required deposits relating thereto are fully refundable in the event of a health-related condition requires the rescheduling or cancellation of the Railroad Days Festival. Further, any and all contractual undertakings for the Railroad Days Event shall include a provision, in addition to any *force majeure* clause, which excuses performance of the Chamber in the event of a public health situation, and further provides that there shall not be any cost related to the rescheduling or cancellation of the Railroad Days Festival to the Chamber as a result thereof.

The Chamber shall monitor any and all CDC regulations and Guidelines, IDPH regulations and Guidelines and Executive Orders of the Governor relative to public gatherings and any such restrictions that may impact the 2021 Railroad Days Festival. The Chamber shall provide periodic status updates to the City relative to the impact of any such restrictions or regulations promulgated by any governmental authority or agency.

The Chamber shall undertake all measures necessary to mitigate any and all financial implications relating to the Railroad Days Festival, including any required infrastructure, labor, entertainment, food and beverage, security service and other related costs and services in the event the Railroad Days Festival is required to be rescheduled or cancelled as a result of any action by the government, as set forth more fully herein.

In no event shall the City be financially responsible for any costs or expenses as a result of the rescheduling or cancellation of the Railroad Days Festival resulting from public gathering restrictions as set forth above.

3. **COMPLIANCE WITH LAWS, MUNICIPAL ORDINANCES, PERMITS, POLICIES, RULES AND REGULATIONS.** The City and the Chamber agree they shall comply at all times with all State and Federal laws, municipal ordinances, codes, permits, policies, rules, regulations, Executive Orders of the Office of the Governor, IDPH restrictions and Guidelines and CDC restrictions and Guidelines applicable to the Railroad Days Festival. The City and the Chamber shall also require all sponsors, concessionaires, artists, volunteers, and contractors involved in the planning, administration, or participation in the Railroad Days Festival to agree to comply with all such laws, ordinances, codes, permits, policies, rules and regulations.

4. **DURATION.** This Addendum shall be in effect from the date the last of the undersigned Parties signs it and shall remain in full force and effect through the conclusion of the *Funding Agreement for Railroad Days for 2017 through 2021*, the 2021 Annual Railroad Days Festival.

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

6. **TERMS AND CONDITIONS INCORPORATED.** All terms and conditions set forth in the *Funding Agreement for Railroad Days for 2017 through 2021*, which is attached hereto as Exhibit "A", to the extent not otherwise altered by this Addendum, shall remain in full force and effect. To the extent there is a discrepancy between said Funding Agreement and this Addendum, the terms of the Addendum are controlling.

7. **ENTIRE ADDENDUM.** This Addendum constitutes the entire agreement between the Parties relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, discussions, or representations, whether written or oral, with respect to such subject matter. This Addendum cannot be varied, modified, waived, or amended except in writing and executed by both Parties to this Addendum. Each Party to this Addendum acknowledges that it

and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

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

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

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

16. **VOLUNTARY UNDERTAKING; LEGAL REPRESENTATION.** The Parties acknowledge that this Addendum is executed voluntarily by each of them, without duress or undue influence on the part of, or on behalf of, either of them. The Parties further acknowledge that they have, or have had the opportunity for, legal representation in the negotiation of, and in the performance of, this Addendum by counsel of their choosing, and that they have read this Addendum, have had it fully explained to them by their respective counsel, and that they are fully aware of, and understand the contents of, and the consequences and effect of, this Addendum.

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

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

19. **COUNTERPARTS.** This Addendum may be signed by the Parties in counterparts, both of which when taken together shall be deemed an original Addendum.

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

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

CITY OF WEST CHICAGO

WESTERN DUPAGE CHAMBER OF
COMMERCE

Dated _____

Dated _____

By: _____
Ruben Pineda, Mayor

By: _____
David J. Sabathne, President

ATTEST

ATTEST

RAILROAD DAYS FUNDING AGREEMENT 2017 THROUGH 2021

ADDENDUM NO. 1

THIS Addendum to the *Funding Agreement for Railroad Days for 2017 through 2021*, is made and entered into as of the date the last undersigned Party executes the Addendum (“Effective Date”), by and between the Western DuPage Chamber of Commerce (hereinafter referred to as “Chamber”) and City of West Chicago, (hereinafter referred to as “City”), and collectively referred to as the Parties.

RECITALS

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

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

WHEREAS, in February, 2017, the Parties entered into an Agreement whereby the Chamber would be responsible for the conduct of the Annual Railroad Days Festival, (hereinafter referred to as Railroad Days Festival), for the calendar years 2017 through 2021; and

WHEREAS, the City therein agreed to provide certain funding for the Railroad Days Festival, as more fully set forth in the *Funding Agreement for Railroad Days for 2017 through 2021*, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, as a result of the 2020 COVID-19 Pandemic and the restrictions imposed on public gatherings by the Center for Disease Control (“CDC”), the Illinois Department of Public Health (“IDPH”) and the General Orders of Illinois Governor Pritzker and the Guidance set forth therein, the 2020 Annual Railroad Days was cancelled; and

WHEREAS, based upon the evolution of conditions related to the COVID-19 Pandemic, the Parties have determined that it is in their respective best interest to address the potential limitations which may be imposed upon such events in the future, including the 2021 Railroad Days Festival; and

WHEREAS, the Parties deem it in their respective best interests to impose conditions which will allow the Railroad Days Festival to proceed, provided there are no health conditions or restrictions which would otherwise prevent the conduct of the Festival; and

WHEREAS, the Parties have agreed to enter into an Addendum to the *Funding Agreement for Railroad Days for 2017 through 2021*, to address these emerging concerns and to protect the public funds utilized as part of the City's financial undertaking in connection with Railroad Days; and

WHEREAS, the Parties have agreed to memorialize their respective understanding in the instant Addendum.

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

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

2. **RESPONSIBILITIES OF THE CHAMBER.** In connection with the 2021 Railroad Days Festival, the Chamber shall comply with all Executive Orders of the Office of the Governor of the State of Illinois and to conduct the Railroad Days Festival in accordance with all Centers for Disease Control (CDC) and Illinois Department of Public Health (IDPH) Guidelines and restrictions.

The Chamber shall, in all of its contractual and other arrangements for the Railroad Days Festival, ensure that any and all required deposits relating thereto are fully refundable in the event of a health-related condition requires the rescheduling or cancellation of the Railroad Days Festival. Further, any and all contractual undertakings for the Railroad Days Event shall include a provision, in addition to any *force majeure* clause, which excuses performance of the Chamber in the event of a public health situation, and further provides that there shall not be any cost related to the rescheduling or cancellation of the Railroad Days Festival to the Chamber as a result thereof.

The Chamber shall monitor any and all CDC regulations and Guidelines, IDPH regulations and Guidelines and Executive Orders of the Governor relative to public gatherings and any such restrictions that may impact the 2021 Railroad Days Festival. The Chamber shall provide periodic status updates to the City relative to the impact of any such restrictions or regulations promulgated by any governmental authority or agency.

The Chamber shall undertake all measures necessary to mitigate any and all financial implications relating to the Railroad Days Festival, including any required infrastructure, labor, entertainment, food and beverage, security service and other related costs and services in the event the Railroad Days Festival is required to be rescheduled or cancelled as a result of any action by the government, as set forth more fully herein.

In no event shall the City be financially responsible for any costs or expenses as a result of the rescheduling or cancellation of the Railroad Days Festival resulting from public gathering restrictions as set forth above.

3. **COMPLIANCE WITH LAWS, MUNICIPAL ORDINANCES, PERMITS, POLICIES, RULES AND REGULATIONS.** The City and the Chamber agree they shall comply at all times with all State and Federal laws, municipal ordinances, codes, permits, policies, rules, regulations, Executive Orders of the Office of the Governor, IDPH restrictions and Guidelines and CDC restrictions and Guidelines applicable to the Railroad Days Festival. The City and the Chamber shall also require all sponsors, concessionaires, artists, volunteers, and contractors involved in the planning, administration, or participation in the Railroad Days Festival to agree to comply with all such laws, ordinances, codes, permits, policies, rules and regulations.

4. **DURATION.** This Addendum shall be in effect from the date the last of the undersigned Parties signs it and shall remain in full force and effect through the conclusion of the *Funding Agreement for Railroad Days for 2017 through 2021*, the 2021 Annual Railroad Days Festival.

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

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7. **ENTIRE ADDENDUM.** This Addendum constitutes the entire agreement between the Parties relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, discussions, or representations, whether written or oral, with respect to such subject matter. This Addendum cannot be varied, modified, waived, or amended except in writing and executed by both Parties to this Addendum. Each Party to this Addendum acknowledges that it

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

CITY OF WEST CHICAGO

WESTERN DUPAGE CHAMBER OF
COMMERCE

Dated _____

Dated _____

By: _____
Ruben Pineda, Mayor

By: _____
David J. Sabathne, President

ATTEST

ATTEST

WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



AUGUST 2020
Michael Uplegger, Chief of Police

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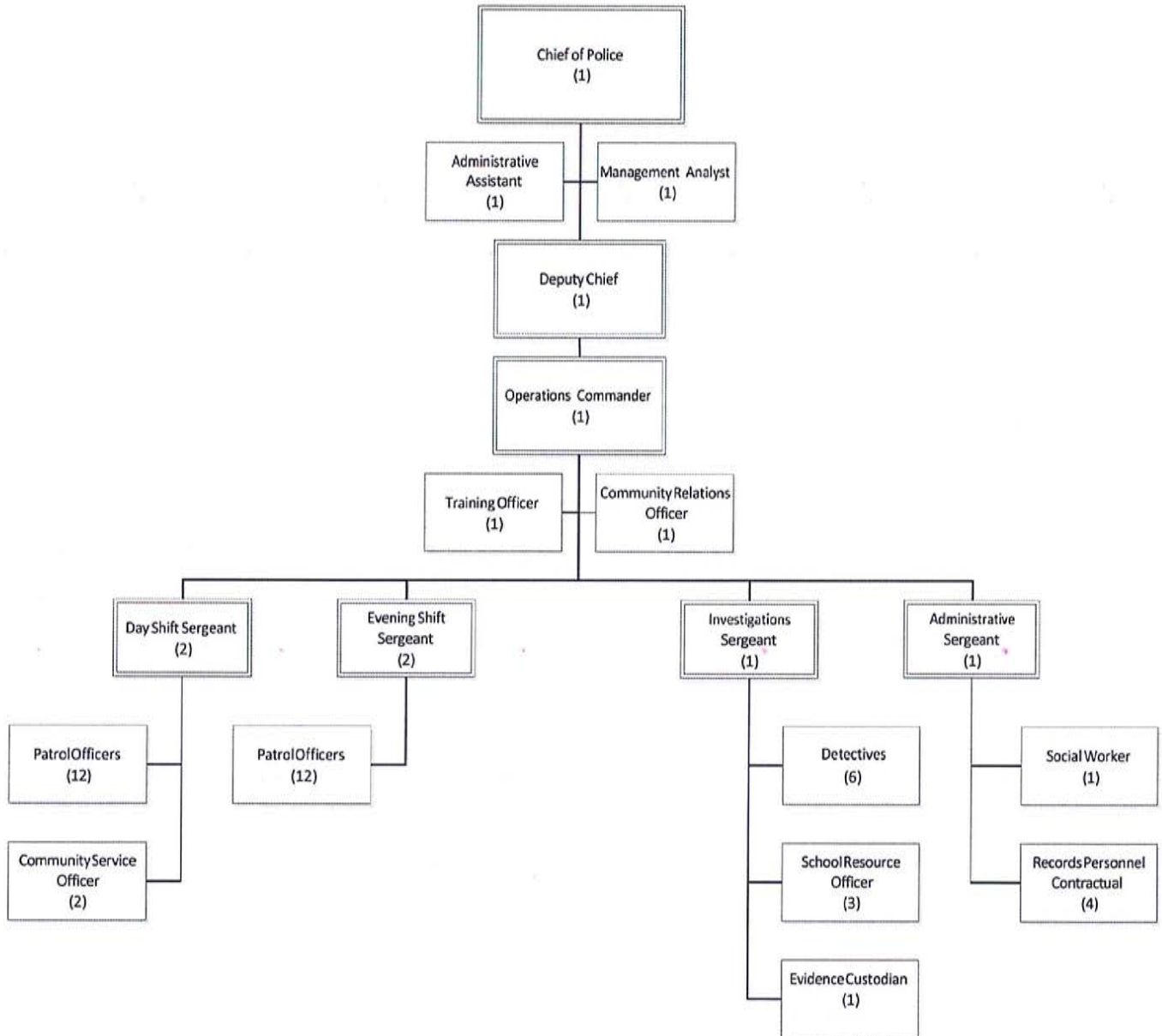
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Organizational Chart

West Chicago Police Department

January 2020



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 units in the Police Department: Office of the Chief of Police, Support Services Unit and Operations Unit.

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 Administrative Assistant.

The Support Services Unit consists of Vehicle and Building Maintenance, Records and Social Services. The Operations Unit consists of Uniformed Patrol, Training Officer, Community Relations, Investigations, School Resource Officers, Evidence/Property and Community Service Officers.

Personnel

On August 12th, the Police Explorers received training on Traffic Incident Management (TIM). TIM is a course developed by the National Highway Institute aimed at teaching first responders techniques for the safe, timely clearance of roadways and motorist and responder safeguards at accident scenes. Sergeant Samuel and Officer Rigler provided the instruction.



Criminal Activities

Criminal Damage to Property:

Person(s) unknown damaged a vehicle in the 300 block of Wilson Ave. The paint on both sides and the hood of the vehicle had been "keyed". A note was left on the car complaining about the owner taking up two parking spaces.

Person(s) unknown damaged a small structure housing utility-related equipment in the 200 block of George St. Several rocks were thrown at the structure. The damage consisted of dents to a metal door and aluminum trim work.

A known person damaged a vehicle in the 1500 block of W. Hawthorne Ln. The passenger side of the victim's car had multiple scratches. The victim suspected a co-worker of causing the damage. An interview with the suspect resulted in an admission that she had scratched the victim's vehicle with a screw. The offender was issued a local Ordinance citation for Criminal Damage to Property.

Person(s) unknown damaged property at the Bowling Green Sports Center, located at 243 W. Roosevelt Rd. Property management staff was conducting a walkthrough of the property (which is currently closed for business and available for sale) and noted a glass storage case and multiple televisions had been damaged. Papers and bowling balls had been strewn throughout the building. Additionally, non-gang related graffiti had been written on the outside windows of the building.

Person(s) unknown damaged a vehicle in the 1200 block of Kings Ct. All the windows to the vehicle were smashed by means of a spring-loaded window punch that was found on the passenger seat of the car.

Person(s) unknown damaged a vehicle in the 1600 block of Canterbury Ct. The driver's side rear door had been scratched.

Person(s) unknown damaged a vehicle in the 900 block of W. Washington St. The door to the living area of a recreational vehicle (RV) had been pried open. Nothing was missing or disturbed inside the RV.

Person(s) unknown damaged a window at a residence in the 300 block of W. Blair St. An unknown object was used to strike the window, breaking the glass. Loss is estimated at \$400.00.

Person(s) unknown damaged a vehicle in the 100 block of W. York St. The passenger side tires to the car had been slashed.

Person(s) unknown damaged a residence in the 500 block of Claremont Ave. A large stone had been thrown through the front window of the home. Investigation is ongoing.

A known person damaged a residence in the 500 block of Claremont Ave. A rock had been thrown through a window on the front of the house. A resident saw the suspect vehicle leaving the scene and a neighbor's security camera captured video of the incident. The suspect vehicle was located a short time later. When questioned about the incident, the driver/suspect admitted to breaking the window after an argument with an occupant of the home. The offender was issued a local Ordinance citation for Criminal Damage to Property and released.

Monthly Report

Person(s) unknown damaged a vehicle in the 800 block of Lyman St. A large rock had been thrown through the rear, passenger side window of the vehicle.

Person(s) unknown damaged a vehicle in the 200 block of Parker Ave. The rear window of the vehicle had been damaged by unknown means.

Criminal Defacement:

Person(s) unknown spray painted gang-related graffiti on the back of a Stop sign and on two sidewalks at the intersection of Oak St. and Lester St.

Battery:

A known person along with three unknown persons struck the victim at the Blue Kangaroo Laundromat, located at 653 Joliet St. The victim became engaged in an argument with an employee at that location. The two knew each other prior to this incident and have had issues in the past. The victim and laundromat employee exited the business. At the same time, two vehicles arrived at the laundromat and three unknown suspects exited the vehicles. In what appeared to be a coordinated effort, the laundromat employee and the three unknown occupants of the cars began to strike the victim before fleeing the scene. Investigation is ongoing.

An unknown person threw rocks at the victim at Pioneer Park, located at 479 W. Forest Ave. The victim stated he was at a picnic table eating when an unknown subject approached and began yelling at him. The suspect left on a bicycle, and for reasons the victim could not articulate, decided to follow after him. The suspect stopped and began throwing rocks at the victim. The victim received a minor injury to his left forearm. The suspect fled the area on his bicycle.

Theft Over \$500.00:

Person(s) unknown removed tools from a business located in the 500 block of W. Washington St. Taken were a cordless ratchet, cordless impactor, buffer, polisher and spray gun. Total loss is estimated at \$2,300.00. Investigation is ongoing.

Person(s) unknown removed a chainsaw and leaf blower from a flat-bed style trailer in the 100 block of S. Neltner Blvd. The trailer, belonging to a landscaping company, had a crew working in the immediate vicinity at the time of the theft. Loss is estimated at \$1,900.00. Investigation is ongoing.

Person(s) unknown removed two packages from a business located in the 200 block of W. Roosevelt Rd. The packages, containing battery chargers for military drones, were placed in front of the business to be picked up by United Parcel Service (UPS). The packages were discovered missing when a UPS driver arrived to pick up the items. Loss is estimated at \$3,500.00.

Identity Theft:

Person(s) unknown used the victim's Social Security number to open a cell phone account with Sprint at a location in Maryland. The victim does not use Sprint for cell service or the purchase of phone equipment. The victim was told he owed Sprint \$6,027.00. The victim is in the process of having the item removed from his credit history.

Monthly Report

Fraud:

Person(s) unknown utilized the victim's name and Social Security number to apply for unemployment benefits in the State of Illinois. The victim was advised of this by her employer. The victim filed reports with the Federal Trade Commission, the Illinois Department of Employment Security and the credit bureaus.

Person(s) unknown telephoned a business in the 200 block of W. Roosevelt Rd. stating they were with Commonwealth Edison. The caller requested payment to prevent the business's power from being shut off. Two payments totaling \$1,796.64 were made utilizing a Zelle account. When the caller requested a third payment of \$500.00, the employee of the business became suspicious and disconnected the phone call. Investigation is ongoing.

Person(s) unknown texted the victim at her residence in the 600 block of W. Forest Ave., claiming to be a friend from her past. The suspect stated they knew the victim was in need of money and was willing to send her \$400.00. The victim provided her bank account information and shortly thereafter a check in the amount of \$3115.00 was deposited. The suspect texted the victim, advised her to keep \$400.00 and send the rest back by use of a "Cash App" account. The victim eventually sent a total of \$2,758.00 to the suspect through "Cash App" and PayPal. When the suspect called the victim and asked for the balance of the funds in gift cards, the victim became suspicious and put a hold on her accounts. Investigation is ongoing.

Deceptive Practices:

Person(s) unknown wrote a fraudulent check upon the account of a business located in the 1400 block of W. Roosevelt Rd. The \$2,000.00 check was deposited into the account of a former employee. Investigation is ongoing.

Forgery:

Person(s) unknown attempted to issue a fraudulent check drawn on the victim's Chase Bank Business Account. The fraudulent check, in the amount of \$11,500.00, had the correct routing and account numbers; however, the check was not in the correct numbering sequence. The check was made out to and signed by an individual unknown to the victim. Chase Bank put a freeze on the victim's business account and will reimburse the funds. Investigation is ongoing.

Burglary:

Persons unknown used a sledge hammer to break the front glass door and gain entry to the Mobil gas station, located at 60 W. Roosevelt Rd. Security camera footage showed three subjects entered the store and filled plastic garbage bags with cartons of cigarettes. The suspects entered two vehicles and then fled eastbound on Roosevelt Rd. Wheaton Police reported a similar burglary in their jurisdiction the same night. The suspect vehicles were seen in footage from red light cameras in Winfield and Glen Ellyn driving eastbound after the burglary. Investigation is ongoing.

Person(s) unknown removed a diamond ring from a residence in the 1200 block of S. Neltnor Blvd. The suspect(s) were allowed into the residence after convincing the victims that the roof needed to be repaired. One suspect entered a bedroom and removed the ring from a dresser drawer. The ring is valued at \$1,000.00-\$2,000.00. Investigation is ongoing.

Monthly Report

Person(s) unknown removed an envelope containing approximately \$3,000.00 from a residence in the 600 block of Kenwood Ave. The resident stated they left the home, locked the exterior doors and when they returned several hours later the envelope was missing. There were no signs of forced entry. Investigation is ongoing.

Burglary From Motor Vehicle:

Persons(s) unknown removed a cell phone from a vehicle parked in the 900 block of N. Neltnor Blvd. The victim left the cell phone in her car and when she returned it was missing. It is unknown whether the vehicle had been secured. Loss is estimated at \$1,500.00

Person(s) unknown entered an unlocked trailer in the 700 block of Hillview Ave and removed two leaf blowers, two chainsaws and two lawn trimmers. The loss is estimated to be \$2,400.00. The victim parked the trailer and went into a residence to eat and when he returned, he discovered the items had been removed. A witness reported the suspect was driving a white SUV. The same vehicle is suspected to have been involved in a theft of a backpack blower removed from an uncovered trailer in the 900 block of Main St. Similar landscaping equipment thefts involving this SUV were reported in Winfield, Warrentonville and Oak Brook Terrace. Investigation is ongoing.

Person(s) unknown removed landscaping equipment from a business located in the 700 block of E. Roosevelt Rd. Entry to the property had been made by cutting a hole in the chain link fence on the northwest side of the property. The suspects then forced entry into several enclosed, locked landscaping trailers. Gas-powered concrete/brick saws, leaf blowers and hedge trimmers were taken. Investigation is ongoing.

Criminal Sexual Assault:

A known person is alleged to have sexually abused a child one to two years ago at a residence in the 100 block of W. Hawthorne Ln. The Department of Children and Family Services (DCFS) was notified and the DuPage County Children's Advocacy Center was contacted to investigate the claim.

Assault:

A known person was drinking alcohol with the victim when an argument occurred, during which the suspect displayed a knife and asked, "who wants some of this?" The suspect was arrested, transported to the Station and issued a local Ordinance citation for Assault. Due to the suspect's level of intoxication, the West Chicago Fire Protection District medics were requested to the Station and ultimately transported the offender to Northwestern Medicine Central DuPage Hospital for evaluation.

Violation of Order of Protection:

A known person arrived at the victim's apartment located in the 1200 block of Kings Ct. The suspect, whom the victim has an order of protection against for stalking, repeatedly knocked on the victim's door and called for her to open it. When she refused, the suspect began kicking and striking the door. While the door and frame were damaged, the suspect was not able to gain entry to the apartment. Investigation is ongoing.

Monthly Report

Monthly Performance

Activities	May 2020	Jun 2020	Jul 2020	Aug 2020	YTD 2020	YTD 2019	Total 2019
Traffic Stops	135	98	509	520	2,596	5,636	7,565
Traffic Citations	73	72	203	224	1,058	3,494	4,545
Traffic Warnings	52	33	271	273	1,499	3,079	4,091
Parking Citations	49	29	133	114	836	1,680	2,301
Traffic Crashes	47	52	70	45	421	553	905
Incident Reports	198	191	240	212	1,685	2,093	3,058

Officer Activities

On July 3rd, a number of locations northwest of the downtown area were spray-painted with non-gang related graffiti. A witness provided security video footage of the suspect spray painting a fence. A review of security cameras at a local business captured the suspect purchasing alcohol. The suspect used a credit card at the business to make a purchase. Officer Alaniz was provided with a copy of the credit card receipt that contained name of the individual. A search of the suspect's name through law enforcement databases revealed an unincorporated West Chicago home address. Detectives Flanigan and Calabrese searched video on the City security camera system and was able to place the suspect at a number of locations where graffiti occurred. Investigative efforts established probable cause and an arrest warrant for Criminal Damage to State-Supported Property was obtained for the suspect on August 13th. The next day, Sergeant Reavley and Detectives Flanigan and Calabrese arrested the suspect at her home. The offender was taken to the Station, where she was fingerprinted and photographed. Unable to post bond, the offender was transported to the DuPage County Jail.

On July 24th, Officer Richards responded to St. Andrews Golf and Country Club for a theft report. The victim stated he left his golf bag unattended near his car and went to return the golf cart. When he returned his golf bag and clubs, valued at \$1,500.00, were missing. The victim later reported he left a watch valued at \$1,200.00 in the golf bag. Detective Peterson was able to develop a possible suspect as a result of a conversation with investigators from the Glen Ellyn Police Department. The person of interest had been suspected of stealing golf clubs in neighboring towns. On August 4th, the suspect was arrested by Hanover Park Police for theft. When a search warrant was served on his residence, numerous golf clubs were recovered. Detective Peterson viewed the recovered property and noted some items that matched the description provided by the victim from the West Chicago incident. The victim was able to confirm the property was in fact his. Ultimately, no separate criminal charges for the West Chicago case were approved by the DuPage County State's Attorney's Office. Rather, the West Chicago case will be used as an aggravating factor at sentencing, should the offender be found guilty in the cases charged in other jurisdictions.

On August 6th, Detectives Calabrese and Flanigan observed two individuals walking on Wilson Ave. toward Conde St. Both were known to the detectives from previous law enforcement-related encounters, including drug overdoses. One of the individual's name was run through the Law Enforcement Agencies Data System (LEADS) and returned with notice of an outstanding arrest warrant for forgery. The individual was advised of the warrant and placed under arrest. When questioned if he had anything on his person, the suspect stated he had heroin and crack cocaine. A search of the suspect revealed six small baggies of crack cocaine and eleven baggies of heroin. The suspect was transported to the Station and interviewed. Field testing of the substances indicated positive for cocaine and heroin. The DuPage County State's Attorney's Office approved two counts of Possession of a Controlled Substance. The suspect was fingerprinted, photographed and transported to the DuPage County Jail.

On August 7th, Detectives Flanigan and Calabrese responded to the 500 block of Colford Ave. for a radio dispatch of a man with a gun. The complainant stated the driver of a car parked on the street had passed a handgun to the back-seat passenger. When the complainant told the car occupants "they don't want that around here", the vehicle left the area. The caller was able to provide a partial license plate and description for the vehicle. Shortly afterward, officers from the Warrenville and Aurora Police Departments located and stopped the suspect vehicle at Butterfield Rd. and Church Rd. in Aurora, detaining the three occupants. Detectives Calabrese and Flanigan responded to the scene of the traffic stop, and identified the two passengers as known gang members. A black handgun was

Monthly Report

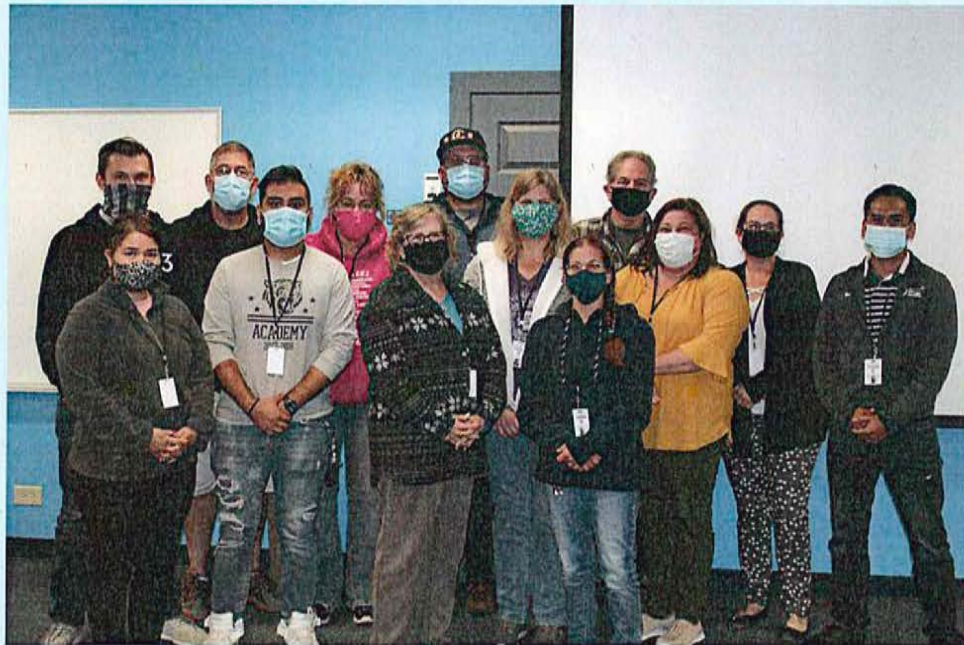
visible in a pouch on the back side of the driver's seat. The handgun was later determined to be a BB gun with the bright-colored safety tip removed. The back-seat passenger was found to be out on bond for a charge of Mob Action; a condition of the Bond was to have no contact with known gang members. The back-seat passenger was arrested and transported to the Station, where he was charged with Unlawful Contact with a Street Gang Member while on Bond. He was fingerprinted, photographed and released from custody.

On August 14th, Officers Rigler, Mielke and Schoonhoven and Sergeant Gaztambide responded to the area of Kress Rd. and the Illinois Prairie Path for a crash between a vehicle and bicyclist. The driver of the vehicle remained on the scene. West Chicago Fire Protection District medics transported the cyclist to the DuPage County Airport, where he was airlifted to Good Samaritan Hospital in Downers Grove. The cyclist died during surgery. The Metropolitan Emergency Response and Investigations Team (MERIT)-Major Crash Reconstruction Team responded to assist with the investigation. Investigation is ongoing.

On August 15th, Officers Rigler, Mielke, Schoonhoven and Sergeant Gaztambide responded to the report of a pedestrian struck by a vehicle in the area of Main St. and Neltnor Blvd. The victim was found lying in the street with obvious fatal injuries. The vehicle involved and driver were located on scene. The Metropolitan Emergency Response and Investigations Team (MERIT)-Major Crash Reconstruction Team responded to assist with the investigation. A witness stated that two vehicles were seen traveling at a high rate of speed northbound on Neltnor Blvd. shortly before the crash occurred. The witness stated one of the vehicles struck the pedestrian and the other kept traveling northbound. Officers located surveillance video at a nearby business that confirmed two vehicles moving at a high rate of speed. Detective Herbert responded and interviewed the driver of the vehicle that struck the victim. The DuPage County State's Attorney's Office approved a charge of Aggravated Street Racing against the driver of the vehicle who struck the pedestrian. The driver was fingerprinted, photographed and transported to the DuPage County Jail. Investigation is ongoing.

On August 20th, Officers Rigler, Mielke and Moore were dispatched to a residence in the 300 block of E. Pomeroy St. for an unconscious individual. The subject was found lying on a bathroom floor. Attempts to wake the subject by administering sternum rubs were unsuccessful. Officers moved the subject to the hallway and began chest compressions. A dose of Narcan was administered to the person and the individual began labored breathing. West Chicago Fire Protection District personnel arrived, assumed care and transported the subject to Northwestern Medicine Central DuPage Hospital for treatment of a suspected drug overdose.

WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



SEPTEMBER 2020
Michael Uplegger, Chief of Police

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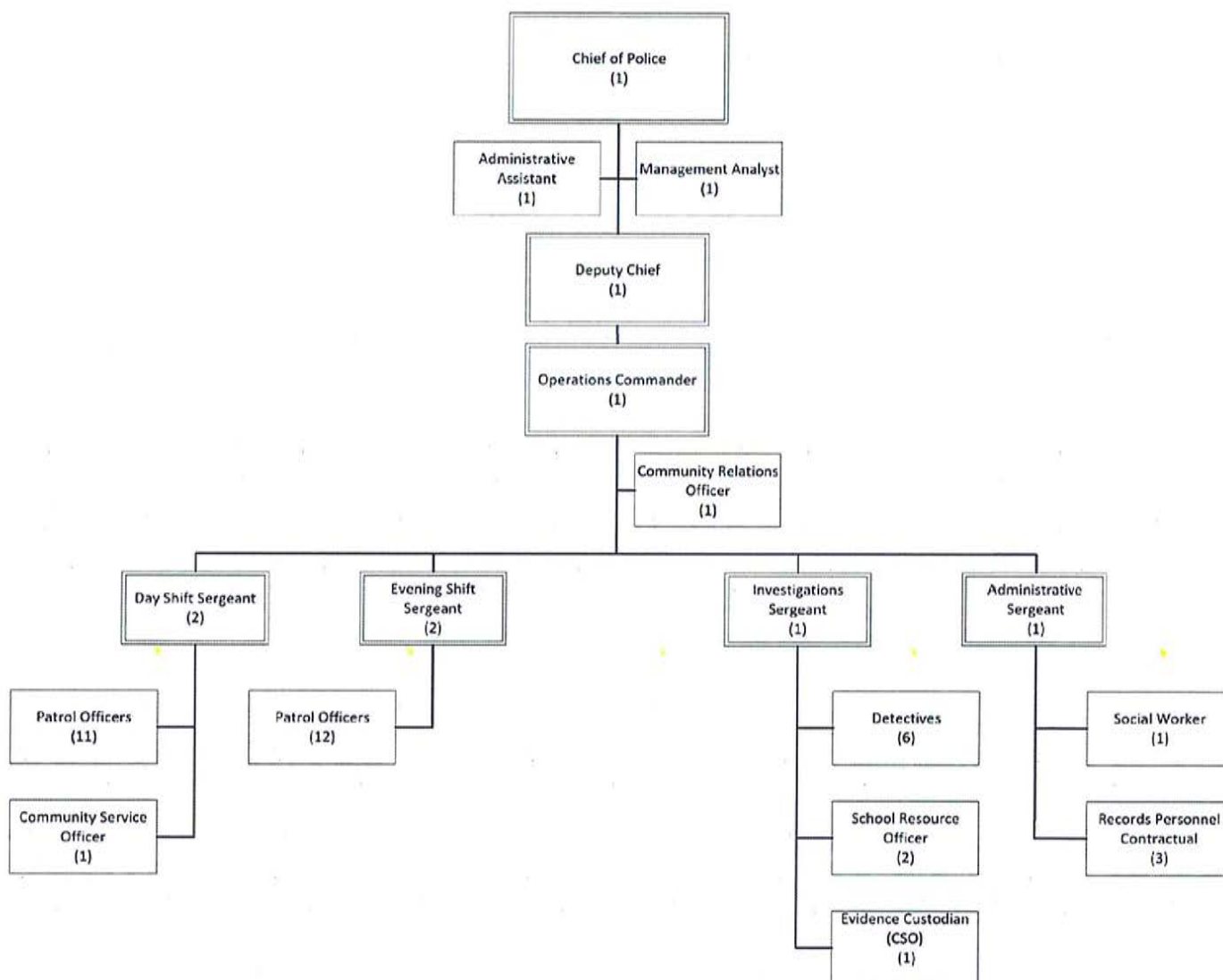
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Organizational Chart

West Chicago Police Department

September 2020



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 units in the Police Department: Office of the Chief of Police, Support Services Unit and Operations Unit.

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 Administrative Assistant.

The Support Services Unit consists of Vehicle and Building Maintenance, Records and Social Services. The Operations Unit consists of Uniformed Patrol, Training Officer, Community Relations, Investigations, School Resource Officers, Evidence/Property and Community Service Officers.

Personnel

On September 8th, the Police Explorers met for training. The group was taught the proper way to handcuff individuals.



On September 30th, the latest session of the Citizens Police Academy occurred. The group discussed how officers handle calls for service and then participated in supervised scenarios.



Criminal Activities

Criminal Damage to Property:

Person(s) unknown damaged a residence in the 200 block of Laurel Ln. A second floor window was damaged by two BBs or pellets.

Person(s) unknown damaged a vehicle parked at Reed-Kepler Park, located at 201 W. National St. Four of the windows were broken by unknown means.

Person(s) unknown damaged a vehicle in the 700 block of W. Forest Ave. The paint on the passenger side of the car was scratched.

Person(s) unknown damaged a vehicle in the 600 block of W. Forest Ave. The driver's side door of the car was scratched.

Person(s) unknown damaged playground equipment at Pioneer School, located at 615 Kenwood Ave. Paint had been scraped off a swing set and a gouge made in rubber ground matting. Cost to repair the damage is estimated at \$300.00.

Person(s) unknown damaged a vehicle in the 100 block of N. Neltnor Blvd. The rear passenger side window of the car had been broken by unknown means.

Criminal Defacement:

Person(s) unknown placed non-gang related stickers on street signs in the alley of the 200 block of Ann St.

Person(s) unknown spray-painted non-gang related graffiti on a dumpster behind a building in the 200 block of Church St.

Person(s) unknown spray-painted non-gang related graffiti on multiple dugout benches at the ballfields of Pioneer Park, located at 470 W. Forest Ave.

Person(s) unknown spray-painted non-gang related graffiti at multiple locations in the Main Park Apartments, located in the 800 block of Main St.

Battery:

A known person struck the victims with her hands in the parking lot of the Cairo Ale House, located at 2009 Franciscan Way, and then fled in a vehicle northbound on Neltnor Blvd. The suspect's vehicle was stopped by Bartlett Police. West Chicago officers responded to the scene of the traffic stop, interviewed the suspect and issued her a local Ordinance citation for Battery.

Aggravated Battery:

Person(s) unknown shot the victim at 1227 Kings Ct. The victim stated he was standing near the garbage dumpster outside when he was shot in the right thigh. A witness reported seeing three suspects standing near the same dumpster when one fired a handgun three to five times before fleeing the area on foot. Investigation is ongoing.

Theft of Motor Vehicle:

Person(s) unknown stole a six-wheel Caterpillar truck from a construction site in the 2500 block of Enterprise Cir. The keys were left in the vehicle, which was stored in a building under construction and without doors.

Delivery Container Theft:

Person(s) unknown removed a semi-trailer from the lot of a business located in the 700 block of Kress Rd. The trailer was left in the lot on August 26th and discovered missing on September 1st.

Theft Under \$500.00:

Person(s) unknown removed a package from the porch of a residence in the 200 block of Post Oak Cir. The box contained three desk phones, valued at \$297.00.

Retail Theft:

Person unknown placed a twelve-pack of Budweiser Seltzer valued at \$25.00 in a backpack at the Jewel-Osco, located at 177 E. Roosevelt Rd. When confronted by store personnel, the suspect fled the store on foot.

Theft of Lost/Mislaid Property:

Person(s) unknown took the victim's debit card and driver's license from his wallet in the 200 block of W. North Ave. The victim placed his iPad, Kindle Reader and wallet on top of his car while at Menards. The victim drove away, forgetting the items were on top of the car. When he realized the mistake and returned to the parking lot to check for the items he did not locate them. An unknown person then delivered the victim's wallet to his residence; however, his driver's license and debit card were missing.

Deceptive Practices:

Person(s) unknown emailed a business located in the 1100 block of Carolina Dr. The email appeared to be from a supplier and requested final payment of a bill by wire transfer in the amount of \$9,467.40. The business made the payment and was later notified by its bank that the transaction had been deemed suspicious and put on hold as the transfer was destined for a personal bank account. It was determined that the email address used to contact the victim business was fraudulent. Investigation is ongoing.

Fraud:

Person(s) unknown claiming to be from Anheuser-Busch texted the victim stating they would pay the victim \$500.00 to install a Bud Light wrap on his vehicle. The victim completed the online application and received a check for \$2,470.00. The victim deposited the check and was instructed to mail two cashier's checks totaling \$1,900.00 to an individual in Detroit, MI. The victim did as instructed. He then learned the original check he received was rejected by his bank as fraudulent. The victim reported the incident to Anheuser-Busch and the Federal Bureau of Investigation's Internet Crime Complaint Center.

Person(s) unknown telephoned the victim and advised her Apple account had been "hacked". The victim hung up the phone, conducted an Internet search and called a number she thought was for Apple Inc. customer service. The victim was instructed to provide a photo of her debit card to the suspect and provide the three-digit security code. The victim was further instructed to go to CVS and purchase an "Apple security card". CVS employees advised her such a card does not exist. The victim then learned three withdrawals of \$999.00 each were made from her bank account.

Person(s) unknown and without authorization purchased eleven acne treatment kits using funds from the victim's checking account. The purchase amount was \$725.00. The victim advised shortly before discovering the unauthorized purchases he had been notified by Comcast his email had been accessed from an IP address in Nigeria and as a result was encouraged to change his password. The victim later learned his emails were being forwarded to an unknown address.

Burglary From Motor Vehicle:

Person(s) unknown removed a PlayStation 4 and a debit card from an unsecured vehicle parked in the 200 block of W. Washington St. Loss is estimated at \$240.00.

Person(s) unknown entered an unsecured vehicle parked in the 200 block of Main St. and removed the victim's purse containing a cell phone.

Robbery:

Persons unknown robbed the victim in the 100 block of E. Forest Ave. The victim had arrived in the area to meet an individual when he was approached by three suspects. The three suspects struck the victim in the head and stomach with their fists and took his wallet and cell phone before leaving on bicycles toward Joliet St. The victim's wallet contained \$1,469.00 and a debit card. The cell phone is described as an iPhone valued at \$600.00. Investigation is ongoing.

Reckless Discharge of a Firearm:

Person(s) unknown fired nine shots with a firearm in the area of Sassafra Dr. and the Illinois Prairie Path. Spent 9mm casings were located. Investigation is ongoing.

Monthly Report

Aggravated Discharge of A Firearm:

Person(s) unknown fired six to eight shots with a firearm at a residence in the 400 block of W. Stimmel St. One of the bullets struck the home and was recovered by officers. Investigation is ongoing.

Person(s) unknown fired numerous shots at the victim and other passengers of a vehicle while driving in the 1100 block of W. Washington St. The victim and friends had been in a business in the 1200 block of S. Neltner Blvd. when they noticed two individuals watching them. The victim and her friends left and went to an establishment in the 1200 block of Hawthorne Ave., where the same two individuals were seen watching them. The victim and her friends left the establishment in the victim's car. The victim noticed she was being followed by another car. While in the area of the West Chicago Post Office, located at 1130 W. Washington St., the car that was following them drove into the oncoming traffic lanes and shot at the victim's car. Bullets broke the back window of the victim's car, as well as struck a door and the roof. Investigation is ongoing.

Child Abuse:

A known person has made repeated unwanted and inappropriate contact with a fifteen-year-old victim of the 300 block of Wilson St. The incidents have occurred at a residence in Virgil, IL. The DuPage Children's Advocacy Center was advised of the incident and will review the matter. The Illinois Department of Children and Family Services (DCFS) was notified and will investigate the complaint.

Monthly Report

Monthly Performance

Activities	Jun 2020	Jul 2020	Aug 2020	Sep 2020	YTD 2020	YTD 2019	Total 2019
Traffic Stops	98	509	520	426	3,022	6,349	7,565
Traffic Citations	72	203	224	196	1,254	3,772	4,545
Traffic Warnings	33	271	273	203	1,702	3,368	4,091
Parking Citations	29	133	114	106	942	1,871	2,301
Traffic Crashes	52	70	45	52	473	645	905
Incident Reports	191	240	212	265	1950	2,380	3,058

Officer Activities

On August 28th, Officers Cummings, Schoonhoven, and Eversole responded to an apartment in the 1200 block of Kings Cir. for a reported violation of a no contact order. Upon arrival, officers learned the offender had fled after damaging the victim's front door. Efforts to locate the offender were unsuccessful. An arrest warrant was obtained for the charges of Violation of a Stalking No Contact Order and Criminal Damage to Property. On September 5th, the victim called 911 to report that the suspect was outside of her place of employment in the 900 block of E. Roosevelt Rd. A check of the area by officers was unsuccessful in locating the suspect. A short time later, neighbors of the victim called 911 to report a man was in the building asking questions about the victim. The description of this man matched who the victim saw outside her place of employment. Sergeant Langelan and Officer Schoonhoven responded to the area, located the suspect and took him into custody. He was transported to the Station, where he was interviewed by Detectives Flanigan and Herbert. The DuPage County State's Attorney's Office approved charges of Aggravated Stalking and Stalking, in addition to the original charges that prompted the arrest warrant. The suspect was fingerprinted, photographed and transported to the DuPage County Jail.

On September 9th, Officers Moore, Mielke, Rigler and Richards responded to a residence in the 300 block of E. Pomeroy St. for a suspected overdose. Upon arrival, the victim was located in a bedroom with a spouse providing rescue breaths. Officers administered three doses of Narcan and sternum rubs. The subject regained consciousness and advised that he had ingested heroin. West Chicago Fire Protection District personnel arrived and transported the subject to Northwestern Medicine Central DuPage Hospital.