

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

NOTICE

PUBLIC AFFAIRS COMMITTEE

**Monday, January 24, 2022
7:00 P.M. – Council Chambers**

During the COVID-19 Pandemic, those wishing to attend public meetings of the Public Affairs Committee are welcome to do so via teleconference from home or another location on the Zoom app. Downloading Zoom from zoom.us will provide the audio link to the meeting. Anyone wishing to provide comment on a topic or an agenda item, may address the Public Affairs Committee by 4:00 p.m. the day of the meeting. You may do so either by an online form on the City's website, email to the Deputy City Clerk at aadm@westchicago.org or voicemail message at (630) 293-2205 x135. Your comment to the Public Affairs Committee will be read during the Public Participation portion of the agenda.

**Meeting ID: 859 4732 3744
Passcode: 713465**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Public Affairs Committee of October 25, 2021
3. Public Participation / Presentations
 - A. Educare West Dupage – Alana Ferry
4. Items for Consent
 - A. Blooming Fest
 - B. Fireworks at a Summer Festival
 - C. Pro-Life March – St. Mary's Parish
 - D. 2022 Railroad Days
5. Items for Discussion
 - A. Food Festival
6. Unfinished Business

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West Chicago, Illinois
60185

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Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

7. New Business
8. Reports from Staff
 - A. West Chicago Police Department Monthly Reports
 - B. Mexican Independence Day 2021 Final Report
9. Adjournment



MINUTES

PUBLIC AFFAIRS COMMITTEE

Monday, October 25, 2021 7:00 P.M.

1. Call to Order, Roll Call, and Establishment of a Quorum.

Alderman Hallett called the meeting to order at 7:00pm. Roll Call found Alderman Swiatek, Short and Jakabcsin.

Chairman Chassee, Alderman Brown and Birch Ferguson were not in attendance.

2. Approval of Minutes.

A. Public Affairs Committee Minutes of September 27, 2021. Alderman Swiatek made a motion, seconded by Alderman Jakabcsin to approve the minutes of the Public Affairs Committee meeting. Voting Aye: Alderman Hallett, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

3. Public Participation / Presentations.

A. Healthy West Chicago Report – Twelve-month update.

4. Items for Consent.

A. Resolution No. 21-R-0094 – A Resolution approving the Master Services and Purchasing Agreement with Axon Enterprises, Inc. for an Axon Interview System- Alderman Swiatek made a motion, seconded by Alderman Short to direct this item to City Council for approval. Voting Aye: Alderman Hallett, Swiatek Short and Jakabcsin. Voting Nay: 0. Motion carried.

5. Items for Discussion.

6. Unfinished Business.

7. New Business.

8. Reports from Staff.

A. West Chicago Police Department Monthly Report.

B. Mexican Independence Day 2021 Final Report – Staff requested for a more detailed report for the expenditures for the next meeting.

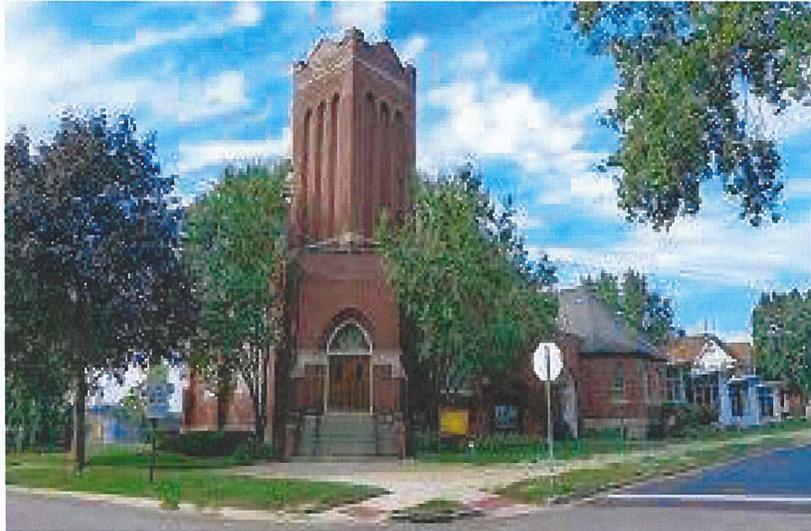
9. **Adjournment.** Alderman Short made a motion to adjourn, seconded by Alderman Swiatek. The motion was approved by voice vote, and the meeting adjourned at approximately 7:21pm.

Respectfully submitted,

Yahaira Bautista

Administrative Assistant to Chief of Police
West Chicago Police Department


EDUCARE
WEST DUPAGE AT GLEN ARBOR



Currently Educare West DuPage at Glen Arbor has renovated space within the Glen Arbor Community Church. Our mission is to provide 32 children from the West Chicago community with early care and education under the Educare model. As we proceed through the State of Illinois licensing process and prepare to open, we are requesting the City of West Chicago to support us in addressing several issues of safety.

- A) Allow for a drop-off/pick-up zone Monday thru Friday between 7am-9am and 3pm-5:30pm at the entrance of 204 Church Street.
- B) Create a 3-way stop at the corners of W. Geneva St. & Woods.
- C) Add a crosswalk from the sidewalk running east on Church St, crossing Woods on to the sidewalk.

Each of these issues create a safety concern for our families and staff, as they are moving to and from our program on a daily basis.



Drop-off/Pick-up zone for children and families. Using the south side of Church St. families would be able to pull up to the sidewalk that leads to the entrance of the building and safely transport their children to and from the school.



West Chicago School District also has an Early Childhood Center in the same neighborhood, serving children in a preschool program (84) and housing staff that works in their home visiting program.

The site at the corner of George St. and Sherman St. has space for both families and buses to provide for dropping off and picking up children.



We would like to see a crosswalk be placed across Wood St. so that our staff are able to safely cross the street to the parking lot that is located on the corner of W. Geneva & Wood St.



At this three way intersection there is only one stop sign; on the SE corner of W. Geneva and Wood St. Cars traveling west on W. Geneva and south on Wood St. do not need to stop. We would like to advocate for the creation of a 3-way stop with the addition of two more stop signs.

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Blooming Fest

AGENDA ITEM NUMBER: 4.A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: January 24, 2022

COUNCIL AGENDA DATE:

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:

Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

Blooming Fest is scheduled for Saturday, May 21, 2022 from 9:00 a.m. to 3:00 p.m. in Downtown West Chicago.

This event is free to the public, sponsored by the City with the support of community partners. Blooming Fest includes, but is not limited to: the West Chicago Garden Club plant sale, other garden-related vendors, a craft sale, local music/entertainment, and food vendors.

The layout implemented in 2018 will be utilized again this year. The event will take place outside, primarily along Main Street and Galena Street.

Certificates of Insurance naming the City as additional insured and/or hold harmless waivers will be secured as necessary.

ACTIONS PROPOSED:

Approval for:

- Use of City streets for vendor staging and event activities.
- Use of Police and Public Works services to support the event.
- Closure of Turner Court and Main Street from W. Washington Street to 306 Main Street on the event day from 5:00 a.m. to 4:00 p.m. while maintaining clearance for emergency vehicles.
- Closure of Galena Street from Main Street to Tye Court from 2:00 p.m. Friday, May 20th through 4:00 p.m. on Saturday, May 21st while maintaining clearance for emergency vehicles.
- Use the public right-of-way for the posting of signs promoting the event and its supporting activities.

COMMITTEE RECOMMENDATION:

City of West Chicago SPECIAL EVENT PERMIT APPLICATION for City-sponsored Events



Name of Event: Blooming Fest

Location of Event: West Chicago City streets

Date(s) of Event: May 21, 2022 Hours of Event: 9:00 a.m. to 3:00 p.m. Est. Attendance: 2,000

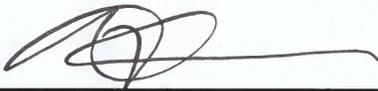
Name of Sponsoring Organization(s): City of West Chicago

Contact person from sponsoring organization: Nicolette Stefan

Cell Phone: 847-361-0121 E-mail: nstefan@westchicago.org

Is this an annual event? Yes No If Yes, provide next year's event date: May 20, 2023

**Signatory agrees to abide by the State of Illinois Firearm Concealed Carry Act.
*All applications must be signed.**

 Tom Dabareiner 1-6-22
(Signature*) (Print Name of Signatory) (Date)

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Based on the information which has been submitted, the request for a permit has been:

Approved Permit No. _____

Denied

Remarks:

Authorized Signature

Title Date

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Fireworks at a Summer Festival

AGENDA ITEM NUMBER: 4. B.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: January 24, 2022

COUNCIL AGENDA DATE: _____

STAFF REVIEW: Tom Dabareiner

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR:

Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

Last year, without the "Hello Summer" event, which was cancelled due to COVID, the Park District requested the City-sponsored fireworks display be rescheduled for Saturday, August 14, 2021. This corresponded with the Park District's Tacos and Art Festival. The change was approved by City Council on July 6, 2021.

In 2022, the City has a couple options for sponsoring fireworks and Staff seeks direction from Committee members:

- The Park District is choosing to not hold "Hello Summer" but will host the Tacos and Art Festival again. District Staff has asked the City to sponsor fireworks on the evening of the Tacos and Art Festival to be held in mid-August.
- A second option may be reviving the fireworks at Railroad Days to be held in and around the weekend of July 9, 2022. The Railroad Days options brings the fireworks closer to Independence Day, which was the desire expressed by some Aldermen last year.

However, another issue has arisen regarding sponsoring fireworks. The City had budgeted \$15,000 for several years in a row. Due to increased costs, last year's fireworks lasted 25 minutes, instead of the 30 minutes as in prior years. As a result, Staff increased the budget this year by 17% to \$17,500. However, Staff has been told by the provider that material costs have risen 40-50%, meaning a \$15,000/25 minute fireworks show could cost as much as \$22,500.

Staff researched competitors and find they are either not available on one or both weekends, experiencing similar cost increases, or have gone out of business in the last year. The vendor we used in the recent past is available at the higher cost for both dates, as of mid-January. Staff seeks direction, in addition to the event preference discussion, on whether to discontinue City sponsorship or further increase the budget.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Direction on whether to sponsor fireworks at Railroad Days or the Tacos and Art Fest. Also, direction on whether to increase the budget for fireworks or not sponsor any in 2022.

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE
AGENDA ITEM SUMMARY

ITEM TITLE:

Pro-Life March
St. Mary's Parish

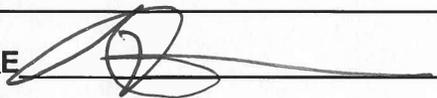
AGENDA ITEM NUMBER: 4. C.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: January 24, 2022

COUNCIL AGENDA DATE: _____

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE _____

ITEM SUMMARY:

St. Mary's Catholic Church is seeking approval for a Pro-Life March scheduled for Sunday, March 27, 2022 from 2:00pm to 4:00pm.

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

ACTIONS PROPOSED:

Recommend event for approval as proposed.

COMMITTEE RECOMMENDATION:

City of West Chicago SPECIAL EVENT PERMIT APPLICATION



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

PERMIT NO. _____

Special Event Permit Application

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

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

Submittal Checklist

1. Completed and signed Special Event Application
 - Intent to Meet Insurance Requirements
 - Section 1 – General Information
 - Section 2 – Narrative
 - Section 3 – Permits
 - Section 4 – Site Plan and/or Route Map
 - Section 5 – Task List and Due Dates
 - Section 6 – Hold Harmless Agreement

2. Completed and signed applications(s) for other permits(s) (See Section 3)
 - Carnival Permit Application - \$50 per employee
 - Fireworks Permit Application – \$125 (Check made payable to the West Chicago Fire Protection District)
 - Building Permit Application (temporary tents – see min. requirements) - \$50
 - Raffle Registration Application – requires separate application
 - Temporary Liquor License Application – requires separate application
 - Temporary Food Service Permit (DuPage Co. Health Dept. 630-682-7979)

FOR OFFICE USE ONLY

Received: _____ Fee Paid: \$ _____

Receipt # _____ Check # _____

Event Acknowledgement Form returned by:

Police Dept. Fire Dist. PW ^{CDD} Park Dist. _____

- Background checks completed by Police Dept. Date _____
- DuPage Co. Health Department notified Date _____
- Certificate of Insurance received and approved Date _____

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

Must be returned prior to application review by City staff

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

1. Required limits per IRMA are \$1mil per occurrence and general aggregate no less than \$2mil for contractors/vendors.

2. *****PLEASE NOTE:** Under the box labeled "Description of operations/locations/vehicles/exclusions added by endorsement/special provisions", the following language must appear:

"The City of West Chicago, its officials, agents, employees, and volunteers is/are named additionally insured. The additional insured is covered as respect to liability arising out of any work or activities performed on behalf of (**company involved**) for (**event**) (**date, times (if applicable), location**) No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to additional insured is primary as it relates to (**event**)".

3. Vendors shall furnish the additional insured endorsement (*consult insurance professional; examples include but are not limited to forms CG 2010 or CG 2026*) to support the certificate of insurance. The endorsement shall also name "**The City of West Chicago, its officials, agents, employees, and volunteers**" as primary and non-contributory.

4. If applicable, vendor shall furnish the City with evidence of Worker's Compensation coverage with statutory limits.

5. The insurance provider will need to submit the Certificate of Insurance and supporting endorsement form preferably via email to specialevents@westchicago.org or fax (630-293-1257) to be considered an original document.

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

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

Rev. David Lawrence
(signature)

Pro-Life March

(name of event)

12/13/21
(date)

March 27
~~January 30, 2022~~

(date of event)

DL

SECTION 1 – GENERAL INFORMATION

Name of Event: Pro-Life March

Type of Event:

Parade Walk/Run/Bike Carnivals Fireworks Festival

Other March

Location of Event: St. Mary's Parish

Date(s) of Event: ^{March 27} ~~Jan. 30~~, 2022 Hours of Event: 2:00 pm to 4:00 pm Est. Attendance: 150

Event Website: _____

Purpose of event: Pray for the protection of life, from conception to natural death; pray for fetus to get again independent rights under the law of Illinois and the revoking of the Supreme Court law approving abort

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

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

Contact person from sponsoring organization: Rev. David Lawrence

Organizer address: 140 N. Oakwood Ave.

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

Cell Phone: 630-6403528 E-mail: father.david@stmarywc.org

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

1st Contact: Sr. Rosanny Contreras Phone: 630-877-5782

2nd Contact: Carol Vigsnes Phone: 630231-1777

Is this an annual event? Yes No If Yes, provide next year's event date: January 2023

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

No past problems on January 2020

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

SECTION 2 – NARRATIVE

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

Narrative for St. Mary's Pro-Life March

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

SECTION 3 – PERMITS

Will your event include a carnival? Yes No

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

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

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

Will your event include a fireworks display? Yes No

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

Are you holding a raffle at your event? Yes No

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

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

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

Will you be serving food at your event? Yes No

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

Are you requesting services from these departments?

Police Fire District / Paramedics Public Works

Specify services: Rolling closure for 1.7 miles aprox. (See next page). Estimated time 2 hours.

Will you be utilizing any of the following services?

Water Electric/Generator Other No

SECTION 4 – SITE PLAN AND/OR ROUTE MAP

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

If applicable, the following must be included:

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

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

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

City streets

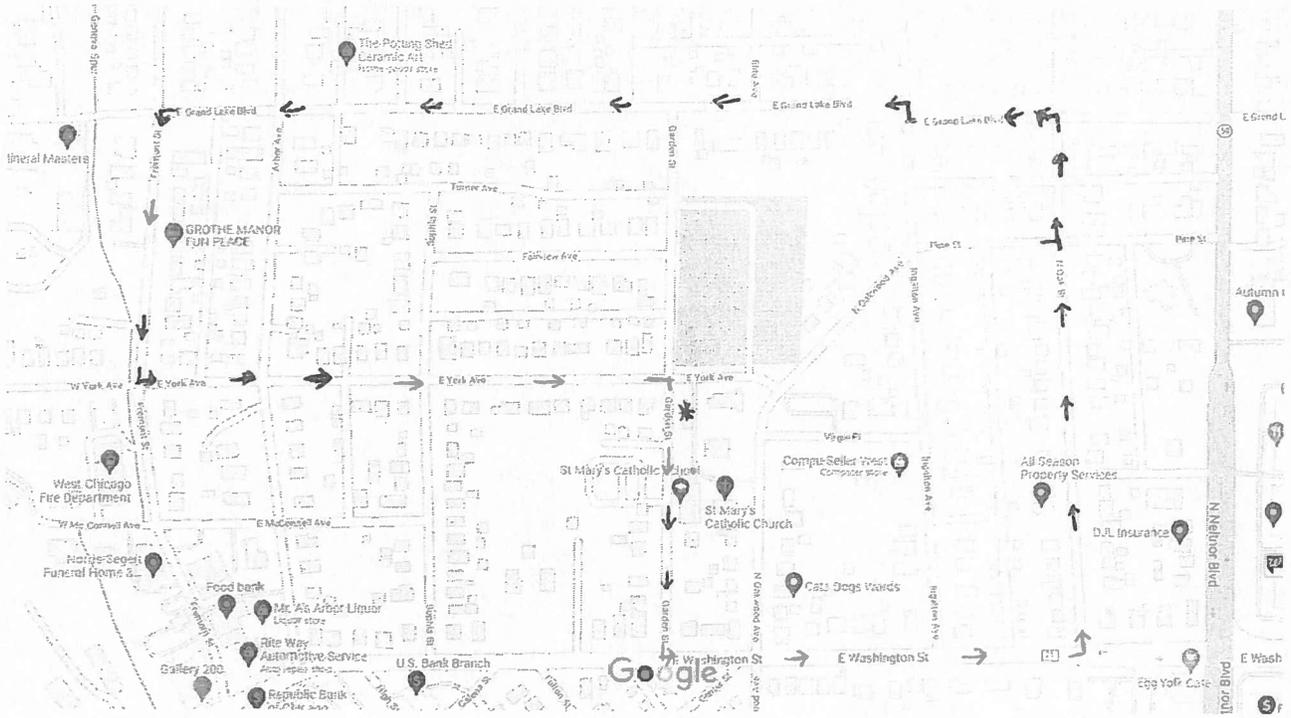
Would you like to request the closing of City streets? Yes No

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

Street	From	To	Dates	Times
Garden St.	E. York Ave.	E. Washington	1-30-2022	2:20-2:25
E. Washington	Garden St.	140 N. Oak St,	" " "	2:25-2:30 pm
140 N. Oak St,	E. Washington St.	E. Grandlake Blvd.	" " "	2:30-2:40 pm
E. Grandlake Blvd.	N. Oak St.	Fremont St.	" " "	2:40-2:50 pm
Fremont St.	E. Grandlake Blvd	E. Yourk Ave.	" " "	2:50-2:55 pm
E. York Ave.	Fremont St.	Garden St.	" " "	2:55-3:05

→ 3/27/22

Google Maps



Map data ©2021 Google 200 ft

SECTION 5 – PLANNING WORKSHEET AND REQUIRED TASK DUE DATES*

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

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

Date of Special Event: _____

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

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

SECTION 6 – WAIVER AND HOLD HARMLESS AGREEMENT

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

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

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

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

Agreed this 8th day of November, 2021

St. Mary's
Name of Organization

Rev. David Lawrence
Print Name of Authorized Person


Signature of Authorized Person

Pastor
Title

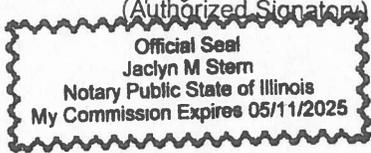
The Organization and the authorized signatory below agree to inform the City of West Chicago of any changes in the application at least thirty (30) days prior to the event. *Please note: Final approval of this event is pending satisfactory completion of Certificate of Insurance requirements.*

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

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

St. Mary's _____ Rev. David Lawrence _____
(Name of Organization) (Print Name of Signatory) (Date)

By Rev. David Lawrence _____
(Authorized Signatory)



Jaclyn M. Stern
(Notary Public)

Signed and sworn to before me this 13th day of December, 2021.

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

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

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

FOR OFFICE USE ONLY

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

Approved Permit No. _____

Authorized Signature

Title Date

<input type="checkbox"/> Denied Remarks: _____ _____ _____
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CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Western DuPage Chamber of Commerce
2022 West Chicago Railroad Days Agreement

Resolution No. 22-R-0009

AGENDA ITEM NUMBER: 4.D.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: January 24, 2022

COUNCIL AGENDA DATE: _____

STAFF REVIEW: Tom Dabareiner AICP

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael
Guttman

SIGNATURE _____

ITEM SUMMARY:

The attached Draft Agreement and Draft Resolution to conduct Railroad Days have been prepared based on discussion with the Western DuPage Chamber of Commerce. The one-year agreement differs from prior agreements in only three ways:

- (1) the most recent agreement was multi-year, while this is for 2022 only;
- (2) the dates of the event change to July 7-10, 2022; and,
- (3) the City funding level is \$50,000. The agreement contains the same specific reporting requirements as in the past applicable to the Chamber.

Staff has negotiated these terms with the Chamber. In turn, the Chamber agrees to provide all services as in the past in support of conducting the 2022 Railroad Days event. The agreement has typically included an option for City-sponsored fireworks and, depending on the discussion by Public Affairs Committee under another agenda item, it is possible fireworks could return to Railroad Days this year should the Chamber agree. Funding for fireworks is a separate and additional line item.

Staff investigated a replacement event for Railroad Days or hiring a firm to conduct the festival, but expenses were significantly higher. Staff also looked into sponsoring an Independence Day event but no fireworks companies within reasonable proximity had that date available. The firm the City has worked with most recently has Saturday, July 9, 2022, available.

ACTIONS PROPOSED:

Consideration of Resolution No. 22-R-0009 regarding the 2022 Railroad Days Agreement.

COMMITTEE ACTION:

RESOLUTION NO. 22-R-0009

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FUNDING AGREEMENT WITH THE WESTERN DUPAGE CHAMBER OF COMMERCE TO SUPPORT THE 2022 RAILROAD DAYS FESTIVAL

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled that the Mayor is hereby authorized to execute a Funding Agreement to support the 2022 Railroad Days Festival between the City of West Chicago and the Western DuPage Chamber of Commerce, attached hereto, and incorporated herein as Exhibit "A".

APPROVED this _____ day of February 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

Exhibit A
Funding Agreement for Railroad Days for 2022

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:

July 7 - 10, 2022

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 amount for Festival components:

\$ 50,000.00

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, 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 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 year 2022.

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.
 - 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

By: _____
Ruben Pineda
Mayor

Date: _____

Attest:

By: _____
Nancy M. Smith

City Clerk

WESTERN DUPAGE
CHAMBER OF COMMERCE

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____
Name:
Title: _____

Exhibit "B"

Railroad Days Requirements

Festival

The Festival, known as Railroad Days, shall be held at Pioneer Park, 479 W. Forest Avenue on the following dates:

July 7-10, 2022

There shall be no entrance fee for the Festival.

The Festival shall, at a minimum, include a four-day carnival and may include the following: entertainment on a main stage, a parade on Sunday as more fully described in this Exhibit, a fireworks display and a beer garden.

General Requirements

- The City of West Chicago shall be recognized as the primary sponsor of the Festival.
- A first aid tent, including tables and chairs, manned by qualified personnel, shall be provided.
- A Chamber representative shall be on-site during all Festival hours of operation.
- The Chamber shall provide portable restrooms for the Festival and ensure that the grounds are maintained throughout the Festival and upon its conclusion.
- The Chamber shall provide all required permits, licenses, insurance certificates and approvals according to the schedule set forth in the Agreement.

Entertainment

- All proposed featured or headline entertainment shall be provided on a main stage, with other entertainment to be located as deemed appropriate by the Chamber.
- An emcee will be provided for the main stage.
- The Chamber will negotiate contracts, fulfill rider requirements and make other necessary arrangements to provide entertainment during the Festival.
- The Chamber shall be solely responsible for determining how it wishes to comply with any licensing agreements and associated fees related to the replaying of non--original music.

Beer Garden

The Chamber may provide for beer sales during the Festival. If beer sales are provided, then beer garden hours of operation shall be as follows, with modifications by the Chamber as determined necessary, but with hours to be extended no later than 11:00 p.m. on any date. Furthermore, ticket sales shall end one hour prior to closing and service shall

end ½ hour before closing:

- Thursday: 5:00 p.m. to 10:00 p.m. (if the Chamber so chooses)
- Friday: 5:00 p.m. to 11:00 p.m.
- Saturday: 5:00 p.m. to 11:00 p.m.
- Sunday: 3:00 p.m. to 10:00 p.m. (if the Chamber so chooses)

Carnival

A carnival shall be provided during the Festival. The Chamber shall ensure that applicable laws and regulations that are in effect at the date of contract signing (other than those mandated by a higher level of government) are met including, but not limited to, all background checks, required inspections and insurance requirements by the dates stipulated in the Agreement. Carnival hours of operation shall be as follows, although ticket sales shall end one-half hour prior to closing:

- Thursday: 5:00 p.m. to 10:00 p.m.
- Friday: 5:00 p.m. to 11:00 p.m.
- Saturday: 12:00 p.m. to 11:00 p.m.
- Sunday: 3:00 p.m. to 10:00 p.m.

Fireworks

A fireworks display, if to be held as part of the Festival, shall take place on Saturday evening at dusk. The Chamber shall provide proof of a fireworks permit and ensure that all insurance requirements have been met by the date stipulated in the Agreement.

Parade

A parade, if to be held as part of the Festival, shall take place on Sunday. The Chamber shall provide a map of the parade route and location and times of street closures as part of the Special Event Permit Application and ensure all legal requirements are met by the date stipulated in the Agreement.

Marketing

The Chamber shall provide marketing for the Festival including but not limited to the following:

- Advertising in newspapers of general circulation.
- Press releases.
- Posters distributed to local businesses and the City of West Chicago.
- Design and layout, provided in digital format, of schedule of events in English and Spanish for insertion in the City of West Chicago newsletter. City staff will review and ask for edits, if necessary. Chamber will pay for cost of insert and additional postage, if the City produces a print newsletter.
- If the City does not produce a print newsletter, the Chamber shall provide a direct mail piece to include event schedule to all households in West Chicago, plus the digital file of this piece will be provided to the City.
- Signage along major entrances into the City of West Chicago.

Exhibit "C"
Post Event Financial Report

See attached

9:26 AM
07/30/12
Accrual Basis

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

Ordinary Income/Expense	Date	Name	Memo	Amount	City
Income					
Railroad Days Revenue					
Beer Garden Revenue	07/24/2012	West Chicago Park District	Beer Garden Revenue from ticket sales	24,872.00	
Total Beer Garden Revenue				24,872.00	3,204.99
Carnival Revenue					
	07/12/2012	City of West Chicago	Carnival Revenue: Cash	2,000.00	
	07/17/2012		Background checks for Carnival workers	-3,000.00	
	07/17/2012		Carnival Revenue	1,991.60	
Total Carnival Revenue				30,091.60	16,045.75
Food Vendor Fees					
	05/11/2012	Taco Real, Inc.	Railroad Days Booth	695.00	
	05/11/2012	Taco Real, Inc.	Dishonored for being a member	-100.00	
	05/17/2012		RS Concessions Railroad Days Food Vendor	745.00	
	05/28/2012	Genoa Italian Concession	Food Vendor Railroad Days	1,330.00	
	06/28/2012	Qin Hua Asian Cuisine	Food Vendor Railroad Days 2012 membership dis	695.00	
	06/28/2012	Sonia, Inc.	Food Vendor Railroad Days 2012	695.00	
	06/28/2012		Oak Ridge Ranch Amusements, Inc. Food Ver	200.00	
	06/29/2012		John's Fishhouse	695.00	
	06/29/2012		Jambalaya	695.00	
	07/02/2012		Food Vendor Railroad Days	675.00	
	07/09/2012	Mid City Cocktail & Supper Club	Kahunas, Inc.	695.00	
	07/09/2012		Food Vendor	695.00	
	07/11/2012	Buffalo Wild Wings	Membership Discount	-100.00	
	07/11/2012	Buffalo Wild Wings		60.00	
	07/11/2012	Buffalo Wild Wings	Ejected City extra \$10	60.00	
	07/12/2012		Oakridge: Trelois	1,100.00	
Total Food Vendor Fees				9,019.00	
Non-food Vendor Fee					
	04/30/2012	Cadence Health	Premier Member Re-allocation	295.00	
	04/30/2012	West Chicago Park District	Premier Member Re-allocation	295.00	
	04/30/2012	SBI - West Chicago	Premier Member Re-allocation	0.00	
	04/30/2012	West Chicago Family Chiropractic	Premier Member Re-allocation	295.00	
	04/30/2012	Northstar Credit Union	Premier Member Re-allocation	295.00	
	05/24/2012	AAA Chicago	Non-Food Vendor Fee: Railroad Days	295.00	
	05/24/2012	AAA Chicago	Buried Discount	-122.50	
	05/31/2012	Caro One Wellness	Non-Food Vendor Fee: Railroad Days 2012	595.00	
	05/31/2012		Home Improvement Network AP956972	395.00	
	06/18/2012		Always Nuts, Inc. RR Business Vendor	395.00	
	06/18/2012		The Big Lady RR Business Vendor	395.00	
	06/18/2012		EYS Marketing, Inc.	395.00	
	06/18/2012		DC Spinal Wellness & Sport Rehabilitation	395.00	
	06/18/2012		Arrow Healthcare	295.00	
	06/20/2012	Bloom Children's Center	Non-Food Vendor Fee: Railroad Days	295.00	
	06/25/2012		Renewal by Anderson Exhibitor Booth	395.00	
	06/28/2012		D. F. Eerie	175.00	
	06/27/2012		Kumon Learning Center	295.00	
	07/03/2012	Naper Settlement	Non-Food Vendor Fee: Railroad Days	175.00	
	07/03/2012		Football Creations AP 281000	395.00	
	07/08/2012		Judy's Business Exhibitor for Railroad Days	395.00	
	07/09/2012		Lakeside Dentists	395.00	
	07/09/2012		Cystal Thomas	395.00	
	07/09/2012		Fun Promotions LLC	395.00	
	07/11/2012	Eagle Academy of Martial Arts	Non-Food Vendor Fee: Railroad Days	395.00	
	07/23/2012	Rotary Club of West Chicago	Railroad Days Ice Purchase	136.60	
Total Non-food Vendor Fee				7,559.00	
Sponsorship					
	04/30/2012	Silverleaf Resorts, Inc.		1,500.00	
	04/30/2012	Silverleaf Resorts, Inc.		1,000.00	
	04/30/2012	Cadence Health	Premier Member Re-allocation	350.00	
	04/30/2012	Warrenville Park District	Premier Member Re-allocation	350.00	
	04/30/2012	West Chicago Family Chiropractic	Premier Member Re-allocation	350.00	
	04/30/2012	City of West Chicago	Premier Member Re-allocation	350.00	
	04/30/2012	Northstar Credit Union	Premier Member Re-allocation	350.00	
	04/30/2012	SBI - West Chicago	Main Stage Sponsor 2012 Railroad Days	1,500.00	
	05/28/2012		Armory Railroad Days Sponsorship	6,000.00	
	05/28/2012		Sponsor	4,000.00	
	05/28/2012	Superior Beverage	Sponsor	2,000.00	
	06/28/2012		Insure One		

8:25 AM
07/30/12
Accrual Basis

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

	Date	Name	Memo	Amount	City
	07/03/2012		Integratd, Inc. (Sales)	8,000.00	
		Sponsor Chicago	Sponsorship Commission (17%)	(3,148.00)	
Total Sponsorship Railroad Days Revenue - Other				18,852.00	4651.24
	02/22/2012		Final installment from City of West Chicago	30,000.00	
	05/20/2012		City of West Chicago	20,000.00	
	04/20/2012		3rd installment	20,000.00	
	07/23/2012	City of West Chicago	remainder of contract payment following final re	10,000.00	
Total Railroad Days Revenue - Other				80,000.00	22,901.69
Expense :					
Railroad Days Advertising					
	05/09/2012	DuPage Veterans Foundation	Ads in the Veterans Foundation Program May &	600.00	
	06/21/2012	Comcast	Comcast Spotlight Advertising	3,000.00	
	08/21/2012	Suburban Life Publications	Fall color ad	700.00	
	06/21/2012	The Daily Herald	B/W ads week of festival	355.80	
	09/21/2012	West Media	Railroad Days Radio Ads	1,100.00	
	06/22/2012	The Village Chronicle	Two Full Page Ads for Railroad Days	995.00	
	07/03/2012	Digital Jersey Corp	Production of Comcast Commercial Advertisem	300.00	
	07/05/2012	The Winfield Register, I	1/4 page advertisement	150.00	
	07/05/2012	So Marketing Communications	City Newsletter Advertising	1,130.00	
	07/18/2012	Aubrey Sign Company	Signage	890.10	
	09/09/2012	Chicago Tribune	EZ Target Ad	452.60	
	07/18/2012	RAM Specialties, LTD	Sponsor/Event T-shirts	872.78	
Total Advertising				10,465.13	10,465.13
Beer Expense					
	06/28/2012	Party Central - Warehouse	Tent, lights, tables & chairs	1,311.75	
	06/28/2012	Hoving PA Stop Inc.	Sanitation (11 Units)	1,100.00	
	07/18/2012	Superior Beverage	Cost of beer, other alcohol, cups, and water	7,045.80	
	07/18/2012	Cantata Premier Co., Inc.	Cups	750.00	
	07/24/2012	West Chicago Park District, Inc.	166 hours part staff at \$25	3,900.00	
	07/24/2012	West Chicago Park District, Inc.	Dram Shop Insurance expense	750.00	
	07/24/2012	West Chicago Park District, Inc.	Misc. additional expense for beer garden	105.00	
	07/25/2012	The City of West Chicago	Net Profit share to City (60% of net profit)	3,204.89	
	07/25/2012	West Chicago Lion's Club	Revenue share for assistance with ticket sales	825.00	
	07/25/2012	West Chicago Sister Clubs, Inc	Revenue share for assistance with ticket sales	825.00	
	07/25/2012	Rotary Club of West Chicago, Inc.	Revenue share for assistance with ticket sales	825.00	
	07/25/2012	West Chicago Fire Foundation	Revenue share for assistance with ticket sales	825.00	
Total Beer Expense				21,467.02	
			* Included in Beer garden P&L		
Chamber Non-qualifying expenses					
	06/28/2012	Dewayne Hill	Thursday and Sunday Entertainment	900.00	
	07/13/2012	The Vinyl Highway Band	Thursday evening entertainment	1,500.00	
	07/14/2012		Sunday: Back Needs Band	500.00	
	07/14/2012		Backline for Sunday; Drums	200.00	
	07/23/2012	Holiday Inn & Suites	Room for Dewayne Hill entertainment: Thursday eve	316.33	
Total Chamber Non-qualifying expenses				3,416.33	
			* Thursday and Sunday entertainment		
Chamber Vendor Expense					
	06/28/2012	Party Central - Warehouse	Chamber expense for food and non-food vendo	2,916.00	
Total Chamber Vendor Expense				2,916.00	
Commission - Sponsorship Sales					
	07/24/2012	Sponsor Chicago - Norine Smyth	Sales, Insure One, Amway & Gateway Sponso	2,465.00	
Total Commission - Sponsorship Sales				2,465.00	
			* reflected in sponsorship revenue		
Contract support					
	07/18/2012		Redeem food tickets for PD, volunteers and sta	788.00	
	07/23/2012	The City of West Chicago	Carnival Net Profit share to City (50% of net inc	15,045.75	
	07/25/2012	Chi Air Patrol Squadron	Traffic control and other services	1,250.00	
Total Contract support				17,083.75	2,038.00
Entertainment					
Qualifying entertainment only FVS&I					
	01/23/2012	Flying Dinosaur Entertainment, Inc.	Entertainment agent and stage management	1,000.00	
	02/20/2012	Blue Moon Swamp	Deposit for Blue Moon Swamp: Performance Fr	750.00	
	03/16/2012	Flying Dinosaur Entertainment, Inc.	Deposit Entertainment	1,000.00	
	04/02/2012	Clique Productions	Deposit for Kevin Chalfont's Journey Expositio	4,000.00	
	06/28/2012	Fire Alarm Fireworks Co.	Fireworks	7,800.00	

9:25 AM
07/30/12
Accrual Basis

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

Date	Name	Memo	Amount	City
06/24/2012	Scene Productions	Final Payment in full	3,800.00	
06/28/2012	Blue Moon Swamp	Final Payment in Full	750.00	
06/28/2012	Dorway's Hill	Entertainment	600.00	
07/13/2012	The Cavern Club	Band Payment first and final	2,400.00	
07/13/2012	Kudge	Band DuPage Trees	450.00	
07/14/2012	Headsfold Band	Saturday 8 PM	2,500.00	
07/14/2012		Dinner for Journey Band, John & Tony's	204.38	
07/14/2012		Tee for Journey Band, D&D	7.28	
07/14/2012		Beer for Journey Band, Extra Value (Contract R	18.18	
07/14/2012		Kalle Quirk Saturday 8 PM	1,000.00	
07/14/2012		Fluid Impulse Band, Saturday 8 PM	400.00	
07/14/2012		Room for Dorway Hill entertainer	318.33	
	Total Entertainment		26,894.12	26,894.12
	Infrastructure			
05/24/2012	American Mobil Staging, Inc.	Deposit for Stage (50%) balance due at event	2,000.00	
06/28/2012	Party Central - Warehouse	Tents, tables, chairs, lights EOT	4,248.00	
06/28/2012	Gen Power Inc.	Generators and electrical wiring	6,430.00	
06/28/2012	Hoving Pit Stop Inc.	Sanitation	3,080.40	
06/28/2012	RJ Racking	Sound and lights	10,000.00	
07/03/2012	American Mobil Staging, Inc.	Stage (Final 50%)	2,000.00	
07/24/2012	West Chicago Park District, Inc.	Fuel expense; Generators	1,704.82	
07/30/2012	Ford & Lind's Woodrum	Trailer rental: 1/2 previous agreement (to help ci	350.00	
07/30/2012	Santo Janco Jr.	Trailer Rental: 1/2 Previous rental to support co	315.00	
	Total Infrastructure		29,208.02	29,208.02
	Parade			
07/04/2012	DuPage Shrine Club		400.00	
07/08/2012	Medinah Antique and Special Car Club		0.00	
07/08/2012	Medinah Black Horse		600.00	
07/08/2012	Medinah Clown Unit	Parade Honorarium	600.00	
07/09/2012	Medinah Motor Corp.		1,000.00	
07/09/2012	Paul Hill Drum and Bugle Corp.		600.00	
07/09/2012	Tabala Air Squadron		0.00	
07/09/2012	West Suburban Home School Band		600.00	
07/09/2012	West Suburban Shrine Club Rearing 67a		600.00	
08/04/2012	John's Midwest Awards	Parade Awards	139.10	
07/26/2012	Civil Air Patrol Squadron	Parade Honorarium and management assistant	750.00	
	Total Parade		6,489.10	6,489.10
	Supplies			
06/07/2012	Lang Ice	Ice 70 bags and Ice Chest	400.00	
07/08/2012		Fuel for Railroad Days; Receipt	50.00	
07/14/2012		Din Hua: Food for Police and Volunteers	338.00	
07/14/2012		Food for band and others supply; receipt target	82.85	
07/14/2012	Lang Ice Company	Ice and cooler	350.00	
07/18/2012	State Bank of Illinois, Inc.	Mobling Pat Jany's	40.00	
07/24/2012		Replace stolen chairs; Receipt	129.28	
07/24/2012	Purchased from Din Hua (not allowed to sell)	Soda & water for volunteers and entertainment.	50.00	
07/27/2012	Sam's Club		158.69	
	Total Supplies		1,668.82	1,668.82
	Railroad Days - Other			
07/24/2012	The City of West Chicago	Carnival Expense: Background Checks	3,000.00	
	Total Railroad Days - Other		3,000.00	
	Total Qualifying Expenses			\$74,460.99
	Total NET cash funding			\$57,028.01
	Qualifying expenses not funded by City			\$18,262.98

CITY OF WEST CHICAGO

Public Affairs Committee AGENDA ITEM SUMMARY

ITEM TITLE:

Food Festival Update

AGENDA ITEM NUMBER: 5.A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: January 24, 2022

COUNCIL AGENDA DATE:

STAFF REVIEW: Tom Dabareiner

SIGNATURE  _____

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE _____

ITEM SUMMARY:

Food Fest is scheduled to take place on Saturday, August 27. Food Fest has typically taken place from 11:00am to 3:00pm. We request that the time of the event change to 4:00pm to 8:00pm. After feedback and research we strongly believe that the event will have a bigger turn out with this proposed change.

- Cooler temperatures in the early evening hours
- Attendee spending to increase due to dinner hours versus lunch
- Attendees likely to stay longer since it is an evening event
- Attendees likely to come with more family and friends since it is an evening event
- More vendor interest in the evening

ACTIONS PROPOSED:

Recommend updates to event as proposed.

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE
AGENDA ITEM SUMMARY

ITEM TITLE:

Mexican Independence Day 2021
Final Report
Mexican Cultural Center

AGENDA ITEM NUMBER: 8.B.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: January 24, 2022

COUNCIL AGENDA DATE: _____

STAFF REVIEW: Tom Dabareiner

SIGNATURE  _____

APPROVED BY CITY ADMINISTRATOR:
Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

The Mexican Cultural Center (MCC) submitted the attached documentation of expenses for the Mexican Independence Day Festival that was scheduled to take place September 18-19, 2021. The Festival was cancelled by the MCC, cancellation letter attached.

The City provided the MCC with \$8,000 per the Funding Agreement (20-R-0017). The final report shows that \$7,629.99 was spent, and \$370.01 unspent.

Two deposits for bands were made that will be used for the festival in 2022. Please see F and G for more information.

ACTIONS PROPOSED:

Recommend approval of the final report submitted by the MCC for MID 2021. The \$370.01 of unspent funds was returned December 2021.

COMMITTEE RECOMMENDATION:



		Description			Payment	
A	Colectivo Meztlil	Supporting role	Description below	\$	529.99	10096 10103
B	Tapete Servin	Tapete design	Design fee for tapete/ Alfombra	\$	100.00	10102
C	Guanatos Dj	Sound and Audio	Audio for in person presentation, Music and speech	\$	300.00	10098
D	Mexican Cultural Centr	Coordinating	Description below	\$	4,500.00	10095 10105
E	Ollin Technology, LLC	Streaming Equipment	Description below	\$	1,500.00	10099
F	Grupo Rimel	Music Band	Deposits for next year presentation	\$	300.00	10108
G	Calaveras LD	Music Band	Deposits for next year presentation	\$	300.00	10109
H	Video Edting	Mr.Tamayo	Editing and building video for segments for streaming	\$	100.00	10104
total				\$	7,629.99	

A	Description	Support in logistics of appointments for the processing of American visas. Consulting representation expenses in general, logistics and transportation (booths, Gasoline) CDMX- Tlaxcala-CDMX Coordination with the Master Craftsmen.
D	Mexican Cultural Centr	Year round planning and coordination of the event. Communications with vendors, sponsors, artists and general publicity.
E	Ollin Technology, LLC	Streaming Equipment and production The deposit is to reserve the date and to recoup losses for not booking another job.

"The Viva Mexico" Festival and Parade Committee in West Chicago has made the difficult decision to cancel the September 18 and 19 event.

Given the current uncertainty surrounding COVID-19 variants and the rapid growth of interest and participation in our parade and festival, this decision was made in the interest of public safety, as well as concerns surrounding the quality of the event.

Further, public safety is a primary concern for the Committee. While potential public safety mitigation policies and standards were considered for participants and spectators, it was determined that in this case it would be difficult to implement and enforce them along a parade and festival route with no defined points of ingress and egress. This decision is not one that is made lightly and we thank you all for your understanding. We look forward to seeing you at next year's event.

Best Regards,

"The Viva Mexico" Festival and Parade Committee



Dear City of West Chicago,

The Mexican Cultural Center would like to thank the City of West Chicago for the past years of support to honor the cultural heritage of West Chicago through Mexican Independence Day. When we went all virtual in 2020, it was a hard hit on our community that has struggled through this pandemic. Although we were very optimistic about 2021, after our last planning meeting with City staff in August, it was clear that we did not have the resources or support to make the event safe and successful.

Canceling this year's event was a very hard decision, and as our statement which was published on the City's website states, we felt it was the best decision. We did do a large amount of work continuing the plan that was originally proposed in 2019 for the art project with the Mexican State of Tlaxcala and are still working to expand that partnership, as a beneficial program for both communities. We did also reach out to all vendors to limit exposure as much as possible due to the pandemic. Please find our attached reporting detailing the expenses for this work.

We are continually grateful for the partnership of the City over the past six years. We look forward to safer times ahead where we can highlight the amazing community we have here in West Chicago.

Please feel free to contact me with any questions you may have about this report.

Fernando Ramirez, President



A	Carlos	Mexico Consulting	\$ 529.99
B	Javier	Tapete design	\$ 100.00
C	Pedro	Sound and Audio	\$ 300.00
D	Fernando	Coordinating festival	\$ 4,500.00
E	Ollin Technology, LLC	Streaming Equipment	\$ 1,500.00
F	Grupo Rimel	Music Band	\$ 300.00
G	Calaveras LD	Music Band	\$ 300.00
H	Video Edting	Mr. Tamayo	\$ 100.00
		Total	\$ 7,629.99



FECHA: 10/09/2021

FOLIO: 032524

CLIENTE: MEXICAN CULTURAL CENTER DU PAGE

DIRECCIÓN: 103 w Whashington St., 60185

CIUDAD O PAÍS: West, Chicago, USA.

DESCRIPCIÓN	PRECIO UNITARIO	TOTAL
Apoyo en logística de citas para el trámite de Visa Americana. Gastos de Representación Consultoría en general	Primer pago \$390 dls. Money OrderGram #35250143	\$390 dls. + \$9.99 dls. ship
Logística y transportación (Casetas, Gasolina) CDMX – TLAXCALA – CDMX Coordinación con los Maestros artesanos.	Segundo pago \$130 dls. Vigo #972-828-5626	\$130 dls. + \$10 dls. ship
TOTAL		\$599.99 dls.

IMPORTE: quinientos treinta y nueve dólares, noventa y nueve centavos

ANILLO PERIFERICO SUR 7650, EDIFICIO 22-502
COL. GRANJAS COAPA, C.P 14330
ALCALDIA TLALPAN, CDMX
5568758574
colectivo.meztli@gmail.com



MEXICAN CULTURAL CENTER
1213 JOUET ST SUITE A
WEST CHICAGO, IL 60185

10096

DATE July 15, 2021

PAY TO THE ORDER OF Fernando Ramirez \$ 450.00

Four hundred fifty dollars & 00/100 DOLLARS

FOR traveling 2 Mexico

Republic Bank
West Chicago, IL 60185

TR:21 18-1803 07/15/21 11:47 AM

\$450.00

CHECK - 10096

CUSTOMER

~~\$ 399.99~~ out of
 (see money order receipt)
 \$50.00 + travel cash (N/A)

A

MEXICAN CULTURAL CENTER
1213 JOUET ST SUITE A
WEST CHICAGO, IL 60185

10103

DATE 8/30/2021

PAY TO THE ORDER OF Fernando Ramirez \$ 130.⁰⁰

One hundred thirty & ⁰⁰/₁₀₀ DOLLARS

FOR Pay Cash to Carlos Hernandez (Consulting)

Republic Bank
West Chicago, Illinois 60185

NextTran
Other Customer
\$130.00
08/30/21 01:28 PM
18-36 15-1515

VOID ANY OTHER CHECKS
IF THIS CHECK IS CASHED
AT A BANK OTHER THAN THE
ISSUING BANK

see

vis

\$130

A



SEND - CUSTOMER RECEIPT
ENVIAR - RECIBO DEL CLIENTE

MoneyGram Payment Systems, Inc
1550 Ullica Avenue South
Suite 100 55416
Minneapolis, MN
1(800)926-9400
www.moneygram.com

SUPERMERCADO TAMAYO
516 MAIN ST
WEST CHICAGO, IL 60615-2843 -UNITED STATES
Phone/teléfono: 6308785353
508668562101

Date/Fecha: 15 Jul 2021
Time/Hora: 03:30

It's easy to track your transfer at moneygram.com
the MoneyGram mobile app! Download it on the
or Google Play to get started.
Es fácil hacer el seguimiento de su transferencia
moneygram.com o en la aplicación móvil de
Descárguela en la tienda de aplicaciones
Google Play para comenzar.

Sender Information
Información del remitente
FERNANDO RAMON RAMIREZ
san bonifacio Ex4477
guadalupe, MX HEX 4477
Phone/teléfono: 630668562101

Recipient Information
Información del destinatario:
CARLOS HERNANDEZ
Account Number/Número de cuenta (18 dígitos):
127180013044256244
Date & time available in Receive Country/Fecha y hora di-
ponible en país de destino: 23 Jul 2021 00:00 AM
*Funds sent using some services may be available sooner
*Puede que los fondos enviados mediante el uso de alguno
s servicios estén disponibles antes

Expected Destination
Destino previsto:
HEX - México ()
Bank Deposit - Other Banks
Depósito Bancario - Otros Bancos

Reference Number
Número de referencia:
35250143

Transfer Amount/ Monto de la transferencia:	390.00 USD
Transfer Fee/ Cargo por transferencia:	19.99 USD
Transfer Taxes/ Impuestos de la transferencia:	10.00 USD
Total/Total:	399.99 USD

Exchange Rate/ Tipo de cambio:	1 USD = 19.9051 MXN
Transfer Amount/ Monto de la transferencia:	7763.00 MXN
Other Fees/ Otros cargos:	-0.00 MXN
Other Taxes/ Otros impuestos:	-0.00 MXN

Total to Recipient/
Total para el destinatario: 7763.00 MXN

In Mexico, due to restrictions of currency availability,
transaction pay outs are rounded to the nearest Mexican
peso.
En México, debido a restricciones a la disponibilidad de
pesos, los pagos se redondean al monto más cercano en
pesos mexicanos.
-ive less due to fees charged by the
-k and foreign taxes.
-ir menos dinero debido a
del destinatario y a

A



RECEIPT/RECIBO
Thank you/Gracias

TRACKING NUMBER (MICN)/
NO. DE CONTROL DEL ENVIO:
972-828-5626

For Customer Service, please call 1-800-777-8784/Para comunicarse con el servicio de atención al cliente, llame al 1-800-777-8784

SUPERMERCADO TAMPICO
516 MAIN ST IL
6308765353

Money Transfer/Envío de Dinero
CASH/Dinero en efectivo

Operator ID/No. de Operador: 1451
Date of Transaction/Fecha de las Transacciones:
August 31, 2021

Time of Transaction/Hora de las Transacciones:
02:04 PM CDT
Sender/Remitente:
FERNANDO R RAMIREZ
102 MAIN ST UNIT B, WEST CHICAGO, IL
6308625077/630662507

Final Receiver/Destinatario Final:
CARLOS ALBERTO HERNANDEZ LUNA
DISTRITO FEDERAL

Nombre del banco:
Banco Azteca (14 digit Acct#)

Tipo de cuenta:
Account Number

Numero de Cuenta:
02011304425624

Expected Foreign Country Payout
Localización del país extranjero: México
BANK OF AMERICA

Date Available in Final Receiver's Country/Fecha Disponible en el País del Destinatario Final
August 31, 2021/Agosto 31, 2021

Transfer Amount/ Cantidad de Envío	220.00 USD
Transfer Fees/ Cargos por Envío	10.00 USD
Additional Fees/ Cargos Adicionales	0.00 USD
Transfer Taxes/ Impuestos de Envío	0.00 USD
Promotional	30.00 USD

A

Invoice

Company Name: Tapetes Cervin

Date: 9-7-21

Address/City/ZIP Code: TLX, Mexico

Invoice No.: -

Contact: Javier Cervin Altamirano

Amount Recieved To:

Invoice Total: 100.⁰⁰

Name: Javier Cervin Altamirano

Address: TLX, Mexico

Contact: Javier Cervin Altamirano

Description		Amount
Tapete Design	Check #10102	8-30-21 100.00
Total Amount		100.00

Mexican Cutural Center DuPage
103 w Washighton St.
West Chicago, IL 60185

(B)

MEXICAN CULTURAL CENTER
1213 JOLIET ST SUITE A
WEST CHICAGO, IL 60185

10102

DATE 8/30/2021

2-118710
18
@CHECK.MYFZ

PAY TO THE ORDER OF Fernando Ramirez \$ 100.00

One hundred dollars & 00/100

Republi-Bank
West Chicago, Illinois 60185

FOR CASH to pay Javier Servin (Tapete)

NextTran
Other Customer
\$100.00
CHK
08/30/21 01:27 PM

10135 15-1515

08/30/21 01:27 PM

see [redacted] Receipt
[redacted]

(B)

¡EPT/RECIBO!
Thank you/Gracias

TRACKING NUMBER (MI CN)
NO. DE CONTROL DEL ENVIO:
972-828-5626

For Customer Service, please call 1-800-777-8784
Para atención al cliente, llame al 1-800-777-8784

SUPERMERCADO TAMPICO
516 MAIN ST. IL
6308765353

Money Transfer/Envío de Dinero
CASH/Dinero en efectivo

Operación (Número del Operador) 1001

Date of Transfer/Envío/Fecha de las Transacciones
August 31, 2021 / Agosto 31, 2021
Time of Transaction/Hora de las Transacciones
02:04 PM (C.T.)

Sender/Remitante
FERNANDO R RAMIREZ
102 MAIN ST UNIT B, WEST CHICAGO, IL
60185 USA
6308662507 / 6308662507

Final Receiver/Destinatarío Final
CARLOS ALBERTO HERNANDEZ LUNA
DISTRITO FEDERAL

Nombre del banco
Banco Azteca (14 - 18 digit Acct#)

Tipo de cuenta
Account Number
Número de cuenta
02011304925624

Expected Foreign Country Payout Location/Locación donde Esperan el Pago en país extranjero
MEXICO
BANK DEPOSITO Y CREDITO (BANCA) MEXICO

Date Available in Final Receiver's Country/Fecha Disponible en el País del Destinatario Final
August 31, 2021 / Agosto 31, 2021

Transfer Amount/ Cantidad de Envío	220.00 USD
Transfer Fees/ Cargos por Envío	
Additional Fees/ Cargos Adicionales	+ 10.00 USD
Transfer Taxes/ Impuestos de Envío	+ 0.00 USD
Promotion Discount/ Descuento Promocional	+ 0.00 USD
Total / Total	230.00 USD
Exchange Rate/Tipo de Cambio	1 USD = 20.21 MXN
Transfer Amount/ Cantidad de Envío	4,449.00 MXN
Total to Final Receiver/ Total al Destinatario Final	4,449.00 MXN

For all transfers, Final Receiver may be charged to foreign taxes. For transfers to account, Final Receiver may also be charged by the bank. Final taxes and fees charged by the bank.



PEDRO MARQUEZ
413 4TH ST.
WINNETKA IL
60093
708-595-6939

13 de sept. 2021

DJ GUANATOS

Date: 18 y 19 de Septiembre
INVOICE # 579

To Fernando Ramirez
Attn: Accounts Payable

129 main street.
West Chicago 60185

Description	Line Total
Dj Servicio, Audio Pantalla grande.	\$1,300
Sonorizacion banda y planta de luz.	-
Sabado 18 y Domingo 19 de Septiembre	-
comenzando 11 Am - a 9 PM (Sabado)	-
comenzando 11 Am - a 8 PM (Domingo)	-
129 main street	-
West Chicago 60185	-
Anticipo	\$300
Total	1000 ~

Nota: Pervio Anticipo No Cobre
la Cancelacion del Evento
En caso de hacerlo Promover
Nuevo Contrato Att Admin

(C)

MEXICAN CULTURAL CENTER
1213 JOLIET ST SUITE A
WEST CHICAGO, IL 60185

10098

DATE 8/2/2021 2-110710
18

PAY TO THE ORDER OF Pedro Marquez Hernandez \$ 300.00

Three hundred dollars & 00/100 DOLLARS

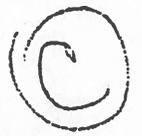
Republic Bank
West Chicago, Illinois 60185

FOR Deposit for Sonido.









Invoice

Company Name: Mexican Cultural Center DuPage
Address/City/ZIP Code: 103 W Washignton St. 60185
Contact: Fernando Ramirez

Date: 9-7-21
Invoice No.: -

Amount Recieved To:

Invoice Total: \$4,500

Name: Fernando Ramirez

Address: 103 W Washington st 60185

Contact:

Description	Unit Price	Amount
1st Payment Check #10095	8-30-21	\$2,500
2nd Payment Check #10105	7-15-21	\$2,000
Total Amount		\$4,500

Mexican Cutural Center DuPage
103 w Washignton St.
West Chicago, Il 60185

0

MEXICAN CULTURAL CENTER
1219 JOLIET ST SUITE A
WEST CHICAGO, IL 60185

10095

DATE July 7, 2021 2-116710
18

PAY TO THE ORDER OF Fernando Ramirez \$ 2,500.⁰⁰

two thousand five hundred & 00/100 DOLLARS

Republic Bank
West Chicago, Illinois 60185

FOR MID Payment.

REPUBLIC BANK OF CHICAGO
071001180

①

Invoice

Company Name: Ollin Technology, LLC

Date: 9-7-21

Address/City/ZIP Code: 2350 Nantucket Ln, Elgin, Illinois 60123

Invoice No.: -

Contact: Enrique Mendoza

Amount Recieved To:

Invoice Total: **\$1,500**

Name: Enrique Mendoza

Address: 2350 Nantucket Ln, Elgin, Illinois 60123

Contact: 911@ollintechnology.com

Description	Unit Price	Amount
Deposit	Check #10099	8-30-21
		\$1,500
Total Amount		\$1,500

Mexican Cutural Center DuPage
103 w Washighton St.
West Chicago, Il 60185

(E)

MEXICAN CULTURAL CENTER
1213 JOLIET ST SUITE A
WEST CHICAGO, IL 60185

10099

DATE 8/2/2021 2-110710
18

PAY TO THE ORDER OF Ollin Technology \$ 1,500.⁰⁰

One thousand five hundred & ⁰⁰/₁₀₀ DOLLARS

Republic Bank
West Chicago, Illinois 60185

FOR Deposit for Video- MID

CREDIT TO THE ACCOUNT OF
WITHIN NAMED PAYEE
ABSENCE OF ENDORSEMENT GUARANTEED

F

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the "Agreement") is being made on 06/21/2021, by and between Mexican Cultural Center DuPage, located at 103 W Washington St, West Chicago, Illinois 60185 in the County of Dupage (the "CLIENT"), and Ollin Technology, located at 2350 Nantucket Ln, Elgin, Illinois 60123 (the "CONTRACTOR"). The full name, address, email address and phone number of both parties appear again at the end of this document.

By their respective signatures at the bottom of this document both parties hereby acknowledge that they have read and understood all the terms contained herein and that they have the authority to bind themselves and their respective companies to the terms contained in this Agreement.

WORK TO BE PERFORMED. CONTRACTOR hereby agrees to work for CLIENT as an independent contractor, providing the services described below starting on or about 06/21/2021 and will conclude with the event production on 09/18/2021 and 09/19/2021.

The CLIENT shall have the right to terminate CONTRACTOR's services at any time it deems appropriate provided CLIENT complies with the relevant notice provisions of this Agreement. The CONTRACTOR agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities ("Description of Services"):

Production of the 2021 West Chicago Mexican Independence Day Virtual event.

- 1) 3 camera operator crew
- 2) 3 HD professional cameras
- 3) 1 Drone pilot
- 4) 1 Drone operator/spotter
- 5) 1 Professional, registered and insured drone
- 6) 1 Video mixer console operator
- 7) Professional video production/mixer equipment (Newtek Tricaster)
- 8) 1 Event Producer/Coordinator
- 9) 1 Sound operator **
- 10) Audio Mixer**
- 11) 1/2 Runners
- 12) Live webcast to up to three channels
- 13) Pre-production video elements
- 14) Graphic elements (overlays, lower thirds, etc)
- 15) Post-production
- 16) 1 Video editor
- 17) 1 Graphic element designer

SCOPE OF WORK. CONTRACTOR's required services as stated herein, as well as any future assignments provided by CLIENT, shall be determined on a case-by-case basis only. CLIENT shall be under no legal obligation to guarantee CONTRACTOR any minimum number of assignments or any minimum number of hours of work. All work performed by CONTRACTOR for CLIENT shall be governed exclusively by the covenants contained in this Agreement. The CONTRACTOR shall perform any and all responsibilities and duties that may be associated

(E)

within the Description of Services set for above, including, but not limited to, work which may already be in progress. The CONTRACTOR shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained in this Agreement, and shall have full discretion within the Scope of Work, but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining prior written authorization from CLIENT.

INDEPENDENT CONTRACTOR. CONTRACTOR and CLIENT specifically agree that the CONTRACTOR is performing the services described in this Agreement as an independent contractor and shall not be deemed an employee, partner, agent, or joint venturer of CLIENT under any circumstances. Nothing in this Agreement shall be construed as creating an employer-employee relationship. The CONTRACTOR shall not have the authority to bind the CLIENT in any manner, unless specifically authorized to do so in writing. The CONTRACTOR shall have no claim against CLIENT hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. CONTRACTOR further agrees to be responsible for all of his/her own federal and state taxes, withholdings, and acknowledges that CLIENT will not make any FICA payments on CONTRACTOR's behalf. CONTRACTOR shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if CONTRACTOR is not a corporation, self-employment (Social Security) taxes. The CONTRACTOR further acknowledges and recognized that s/he shall complete and return to the CLIENT an IRS Form 1099 and related tax statements. The CONTRACTOR herein pledges and agrees to indemnify the CLIENT for any damages or expenses, including any related attorney's fees and legal expenses, incurred by the CLIENT as a result of CONTRACTOR's failure to make such required payments. Upon demand, CONTRACTOR shall provide CLIENT with proof that such payments have been made.

EQUIPMENT & MEANS OF SERVICE. CONTRACTOR is responsible for providing all of his/her own equipment with which to complete the services contemplated by this Agreement. The CLIENT may, in its sole discretion, provide certain equipment if deemed necessary for a particular assignment or task without thereby creating a duty on CLIENT's part to do so again in the future. CONTRACTOR has the sole right to control and direct the means, manner, and method by which the services required herein will be performed. CONTRACTOR shall select the routes taken, days he/she is available to work, and manner in which the work is to be performed. The CONTRACTOR shall not receive any training from CLIENT in the professional skills necessary to perform the services required by this Agreement. Any directions or advice provided to the CONTRACTOR regarding the Description of Services shall be considered a suggestion only and not an instruction.

COMPENSATION. In consideration for the services to be performed by the CONTRACTOR, CLIENT hereby agrees to pay CONTRACTOR as follows:

Compensation Terms: \$1,500 Initial payment at contract signage

\$2,500 Credit to be applied to Event's Sponsorship Package for Ollin Technology

\$3,500 payment due one the day prior to the event (09/17/2021)

Total Compensation Amount: 7,500

(E)

Said compensation shall become due and payable to the CONTRACTOR upon receipt of an invoice by the CLIENT. The invoice must include the following information: (a) an invoice number; (b) the dates or assignments covered by the invoice; and (c) a description of the work performed. CONTRACTOR's invoices shall be payable pursuant to the following method:

Compensation Method: Cash, check or credit card

EXPENSES. CONTRACTOR shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to, automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the CONTRACTOR hires to assist on the work contemplated by this Agreement.

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The CONTRACTOR hereby represents that s/he has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out the services contemplated by this Agreement and shall provide proof of same upon request by the CLIENT. The CONTRACTOR also represents and warrants that his/her relationship with the CLIENT will not cause or require that s/he breach any obligation or confidence related to any confidential, trade secret and/or proprietary information of any other person, company or entity. Furthermore, the CONTRACTOR acknowledges that s/he has not brought and will not bring or use in the performance of his or her duties for the CLIENT any proprietary or confidential information, whether or not in writing, of a former contracted company or other entity without that entity's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the occurring breach.

DEFINITION OF "PROPRIETARY INFORMATION." For the purpose of this Agreement, "*Proprietary Information*" shall include, but is not limited to, any information, observation, data, written materials, records, documents, drawings, photographs, layouts, computer programs, software, multi-media, social media, firmware, inventions, discoveries, improvements, developments, tools, machines, apparatus, appliances, designs, work products, logo, system, promotional ideas and material, customer lists, customer files, needs, practices, pricing information, process, test, concept, formulas, method, marketing information, technique, trade secrets, products and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of the CLIENT, its affiliates, subsidiaries or other related entities. The CONTRACTOR herein acknowledges that the CLIENT has made, or may make, available to the CONTRACTOR its Proprietary Information including, without limitation, trade secrets, inventions, patents and copyrighted materials. The CONTRACTOR acknowledges that this information has economic value, actual or potential value, that is not generally known to the public or to others who could obtain economic value from its disclosure or use, and that this information is subject to a reasonable effort by the CLIENT to maintain its secrecy and confidentiality. The CONTRACTOR shall comply with any reasonable rules established from time to time by the CLIENT for the protection of the confidentiality of any Proprietary Information.

(E)

OWNERSHIP OF PROPRIETARY INFORMATION. All rights, title and interest of any kind and nature whatsoever, in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by the CONTRACTOR during the term of this Agreement and for indefinitely immediately following its termination, shall be the sole and exclusive property of the CLIENT for any purpose or use as it deems necessary or fit. Furthermore, the CONTRACTOR shall promptly and fully disclose to the CLIENT, in confidence and in writing, (i) all Proprietary Information that the CONTRACTOR creates, conceives or reduces to practice, either alone or in conjunction with others, during the term of this Agreement, and (ii) all patent applications and copyright registrations filed by the CONTRACTOR within indefinitely after the termination of this Agreement, including, but not limited to, the materials and methodologies involved in same. The covenants set forth in the preceding sentences shall apply regardless of whether the Proprietary Information is made, written, discussed, developed, secured, obtained or learned (i) solely or jointly with others; (ii) during the usual hours of work or otherwise; (iii) at the request and upon the suggestion of CLIENT or otherwise (iv) with CLIENT's materials, tools, instruments, or (v) on CLIENT's premises or otherwise. The CONTRACTOR irrevocably appoints the CLIENT to act as the CONTRACTOR's agent, representative and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights, trade-marks and similar rights to any Proprietary Information assigned by the CONTRACTOR to the CLIENT under this Agreement. The CONTRACTOR acknowledges that the grant of the foregoing power of attorney shall survive the death or disability of the CONTRACTOR. There is nothing contained within this Agreement that shall be construed to preclude the CLIENT from exercising any and all of its rights and privileges as sole and exclusive owner of all the Proprietary Information owned by or assigned to the CLIENT under the provisions of this Agreement. The CLIENT, in exercising such rights and privileges with respect to any particular item of Proprietary Information, may decide not to file any patent application or copyright registration on said Proprietary Information, may decide to maintain said Proprietary Information secret and confidential, or may decide to abandon said Proprietary Information, or dedicate it to the public. The CONTRACTOR shall have no authority to exercise any rights or privileges with respect to the Proprietary Information herein described that is owned by or assigned to the CLIENT.

OWNERSHIP OF SOCIAL MEDIA. The CLIENT shall have sole ownership over any social medial contacts acquired throughout the CONTRACTOR's term of service, including, but not limited to: "followers" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube or any other social media network that has been used or created on behalf of the CLIENT.

RETURN OF PROPRIETARY INFORMATION. Any and all documents, records and books which may be related to the Description of Services as set forth in this Agreement, or any other Proprietary Information shared with CONTRACTOR, shall be maintained by the CONTRACTOR at his/her principal place of business and be open to inspection by the CLIENT during regular working business hours. The documents, records and books which the CLIENT shall have the right to inspect and receive copies of include, but are not limited to, any and all contract documents, any change or purchase orders, and any other items related to the work which has been authorized by the CLIENT on an existing or a potential project related to the services contemplated by this Agreement. Upon termination of this Agreement, or upon the request of CLIENT, the CONTRACTOR shall promptly and immediately deliver to CLIENT any and all property in its possession or under its care and control, including but not limited to, documents, records, or books, or any other Proprietary Information such as customer names and lists, trade secrets and

(4)

intellectual property, or items such as computers, equipment, pass keys, tools, plans, recordings, software, and all related records or accounting/financial information. CONTRACTOR acknowledges that any breach or threatened breach of this Section of the Agreement will result in irreparable harm to CLIENT for which monetary damages could be an inadequate remedy. Therefore, CLIENT shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach by CONTRACTOR as outlined in this Agreement. Such equitable relief shall be in addition to CLIENT's rights and remedies otherwise available at law.

CONFIDENTIALITY CLAUSE. Except as otherwise essential to the CONTRACTOR's obligations in accordance with this Agreement, the CONTRACTOR shall not make any disclosure or divulge any aspect of this Agreement, including the terms and conditions hereof, or any of the Proprietary Information contemplated herein, except as considered essential to the CONTRACTOR's obligations in accordance to his/her relationship with the CLIENT. The CONTRACTOR shall not make any duplication or other copy of any Proprietary Information without prior written authorization from the CLIENT. The CONTRACTOR also shall not remove any Proprietary Information, property or documents, without obtaining prior consent or authorization from CLIENT. The CONTRACTOR shall have the affirmative duty to notify each person to whom any disclosure is made that such disclosure was made in confidence and shall be kept in confidence by that individual, and that said individual shall be legally bound by the provisions of this Agreement to the same extent as the CONTRACTOR. Moreover, the CONTRACTOR agrees not to reveal any of this information to anyone, nor to use this information to the detriment of CLIENT in any way. Failure on CONTRACTOR's part to comply with this Section shall constitute a breach of this Agreement and entitle CLIENT to all remedies under the law as well as those specifically outlined in this Agreement.

COPYRIGHT & REPRODUCTION RIGHTS. All of CONTRACTOR's work under this Agreement shall be deemed "work for hire" and as such, the copyrights of the same shall belong to CLIENT. The CONTRACTOR hereby agrees not to sell, barter or share Proprietary Information obtained or developed during the performance of the services contemplated by this Agreement to any person, company, group, advertising agency, or otherwise, unless CONTRACTOR has CLIENT's express written permission. Any use that exceeds this limited scope, or does not comply with these conditions, shall be strictly prohibited and be deemed a violation of this Agreement entitling CLIENT to pursue all legal remedies and subjecting CONTRACTOR to all penalties allowed under the law.

DEFINITION OF "WORK FOR HIRE." The CONTRACTOR herein acknowledges and agrees that all work of authorship performed for the CLIENT under this Agreement shall be subject to the CLIENT's direction and control and that such work constitutes 'Work for Hire' as such term is defined in 17 U.S.C. § 201 & 202 — *Ownership of Copyright & Material* To that end, the CLIENT shall be considered the 'Author of Program' pursuant to the relevant U.S. Copyright laws. Any and all 'works for hire' shall be the sole and exclusive property of the CLIENT. Furthermore, consistent with the CONTRACTOR's recognition of the CLIENT's sole and complete ownership rights in said materials, the CONTRACTOR agrees not to make use of any Proprietary Information, or any part thereof, for the benefit of any party other than the CLIENT. The CONTRACTOR acknowledges that this Agreement does not apply to any invention, creation, idea or design for which no equipment, supplies, facility or trade secret information of the CLIENT was used and that was entirely on the CONTRACTOR's own time and (i) does not relate to the CLIENT's business or to the actual or anticipated research or development work of the CLIENT;

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or (ii) does not result from any work performed by the CONTRACTOR for the CLIENT. The burden of proof shall rest with the CONTRACTOR with regards to the exceptions contained within this section.

PATENT APPLICATIONS. The CLIENT herein agrees to cover and pay for any and all expenses related to the preparation, execution and prosecution of any patent applications made in the United States of America and all foreign countries wherein the CLIENT may desire to obtain patents. Excluded from this Agreement are any inventions and/or improvements which are related to the CLIENT's business that were made by the CONTRACTOR prior to commencement of this Agreement as follows: (i) as embodied in the United States Letters Patent or any application for a United States Letters Patent that was filed prior to commencement of this Agreement; or (ii) one in the possession of a former company who has already applied and who now owns the invention; or (iii) as set forth in any attachment hereto. Except as otherwise noted on the back of the signature page hereof, there are no inventions heretofore made or conceived by the CONTRACTOR that s/he deems to be excluded from the scope of this Agreement and CONTRACTOR hereby releases the CLIENT from any and all claims by the CONTRACTOR by reason of any use by CLIENT of any invention heretofore made or conceived by the CONTRACTOR.

EXCLUSIVITY, MARKETING AND ADVERTISING. CONTRACTOR understands that while working on an assignment provided by CLIENT he/she represents CLIENT and not any other business, including his/her own business. While on assignment for CLIENT, CONTRACTOR shall not advertise his/her own business, shall not solicit work for him/herself, and shall only distribute CLIENT's business cards, name, and marketing materials. While not on one of CLIENT's assignments, CONTRACTOR may pursue other work for him/herself as long as it does not directly compete with CLIENT as described in this Agreement. The CONTRACTOR shall be allowed to promote or advertise (including such things as conducting marketing surveys, mass marketing, direct mailing programs or use of the internet in such advertising or promotional capacity), any of CLIENT's services and/or products by obtaining the CLIENT's authorization or consent. The CONTRACTOR shall only make use of promotional and informational materials, including, but not limited to, policy applications, marketing materials, training materials and other CLIENT forms, which have been supplied to the CONTRACTOR by the CLIENT or which have been approved in writing by an authorized agent, representative or official of the CLIENT, collectively known as the "Materials." The CONTRACTOR shall only use the Materials in compliance and in accordance with the CLIENT's advertising guidelines then currently in effect. Any such Materials made available to the CONTRACTOR and approved by the CLIENT shall in no way be reproduced, modified or altered in any respect or manner without first obtaining prior written approval. Any materials created by the CONTRACTOR and approved by the CLIENT shall not be modified or altered without the CLIENT's prior written authorization or consent. The CLIENT reserves the right to request from the CONTRACTOR, at any time, samples of any Materials which the CONTRACTOR may be using to verify compliance with the terms and conditions of this paragraph, and furthermore, the CONTRACTOR agrees to provide such samples to the CLIENT within 30 days of the CLIENT's written request. Any and all allowable use by the CONTRACTOR of the CLIENT's Trademarks and/or Logo shall inure to the CLIENT's benefit, under the CLIENT's control, and may be terminated by the CLIENT at will without notice and for any reason. The CONTRACTOR agrees that s/he shall not challenge, directly or indirectly, the validity of the CLIENT's Trademark or Logo or the CLIENT's ownership of said Trademark and/or Logo. The CONTRACTOR shall not make use of the CLIENT's



Trademark and/or Logo on any internet website and, furthermore, shall not register or use any domain names, meta tags, search engine keywords, hidden texts or URLs that may include any of the CLIENT's Trademark and/or Logo without first obtaining the CLIENT's prior written approval.

CLIENT'S RIGHT TO SUSPEND OR ALTER WORK. The CLIENT reserves the right to inspect, stop and/or alter the work of the CONTRACTOR at any time to assure its conformity with this Agreement and the CLIENT's needs. At any time, the CLIENT may, without cause, direct the CONTRACTOR, by way of providing 1 Day days prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the CLIENT in its sole discretion may see fit or necessary. Any such suspension shall be effected by the delivery of a written notice to the CONTRACTOR of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective. The suspension of work and/or services shall be treated as an excusable delay. Moreover, if at any time the CLIENT believes that the CONTRACTOR may not be adequately performing its obligations under this Agreement or may be likely to fail to complete their work/services on time as required, then the CLIENT may request from the CONTRACTOR provide written assurances of performance and a written plan to correct observed deficiencies in performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

TERMINATION. Either party may terminate this Agreement in whole or in part, whenever they shall determine that termination is in their best interest. Termination shall be effected by providing 1 days written notice of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which such termination shall become effective. The CONTRACTOR shall then be entitled to recover any costs expended up to that point, but no other loss, damage, expense or liability may be claimed, requested or recovered except as provided in this Agreement. In no event shall the CLIENT be liable for any costs incurred by or on behalf of the CONTRACTOR after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the CLIENT. In addition, if the CONTRACTOR is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of CLIENT, is guilty of serious misconduct in connection with performance hereunder, or materially breaches any provisions of this Agreement, the CLIENT may terminate the engagement of the CONTRACTOR immediately and without prior written notice.

EXECUTION. During and throughout the duration of this Agreement, and upon the request of and without any compensation other than that which is herein contained, the CONTRACTOR shall execute any documents and take action which the CLIENT may deem necessary or appropriate to ensure the implementation of all the provisions of this Agreement, including without limitation, assisting the CLIENT in obtaining and/or maintaining any patents, copyrights or similar rights to any Proprietary Information assigned and allocated to the CLIENT. The CONTRACTOR further agrees that the obligations and undertakings herein stated within this section shall continue beyond termination of this Agreement. Should the CONTRACTOR be called upon for any such assistance after termination, then the CONTRACTOR shall be entitled to fair and reasonable payment in addition to reimbursement of any expenses which may have been incurred at the request of the CLIENT. The CONTRACTOR nevertheless agrees to execute and deliver any agreements and documents prepared by the CLIENT and to do all other lawful acts required to

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establish, document and protect such rights.

INJUNCTIVE RELIEF. CONTRACTOR hereby acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement; (ii) that the CLIENT will suffer irreparable harm if CONTRACTOR were to breach any of said protections or provisions or his/her obligations under this Agreement; and (iii) that monetary damages may be inadequate to compensate the CLIENT for such a breach. Therefore, if CONTRACTOR were to breach any of the provisions of this Agreement, then CLIENT shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

LIABILITY. CONTRACTOR warrants and acknowledges that he/she shall be liable for any loss or any other financial liability suffered by CLIENT due to CONTRACTOR's failure to perform an assignment as contemplated by this Agreement. Other than a documented medical emergency or an "Act of Nature" beyond CONTRACTOR's control, CONTRACTOR shall be solely responsible for any loss caused by CONTRACTOR's failure to perform. In addition, CLIENT shall not be liable for any loss or damage to CONTRACTOR's equipment under the terms of this Agreement. CONTRACTOR's equipment shall be CONTRACTOR's sole and exclusive responsibility.

INDEMNIFICATION. The CONTRACTOR shall defend, indemnify, hold harmless, and insure the CLIENT from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the CONTRACTOR, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the CONTRACTOR. The CONTRACTOR shall also insure that all of its employees and affiliates take all actions necessary to comply with all the terms and conditions established and set forth in this Agreement. Furthermore, the CONTRACTOR shall name the CLIENT as an additional insured on all related insurance policies including worker's compensation and general liability insurance.

NOTICES. Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses contained in this Agreement. However, each party may change their address, thus requiring written notice of such change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. The CONTRACTOR herein agrees to keep the CLIENT informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email or any other relevant means of contact and communication.

CONTINUING EFFECTS. The CONTRACTOR's obligations with regards to all trade secrets and confidential information contained in this Agreement, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall continue to be binding upon not only the CONTRACTOR, but also the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

CHOICE OF LAW. This Agreement is to be construed pursuant to the current laws of the State of Illinois without giving effect to any conflict of laws principle. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Illinois, in the County of Kane.

MEDIATION, LITIGATION & ARBITRATION. If a dispute arises out of or relates to this Agreement, or the

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alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation. The mediation process shall be administered by the Illinois Mediation Services, or another administrator mutually agreed between the parties, and shall be a condition precedent to resorting to arbitration, litigation, or some other dispute resolution procedure. If the mediation process is unsuccessful, either party shall have the option of seeking either arbitration or filing a legal action in a court of competent jurisdiction. If the aggrieved party seeks arbitration, then the dispute shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of Illinois and shall be binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. If, alternatively, the aggrieved party seeks to file an action in court, then the action must be brought a court of competent jurisdiction in the State of Illinois.

LEGAL FEES. Should any party initiate litigation, arbitration, mediation or any other legal proceeding ("Proceeding") against another party to enforce, interpret or otherwise seek to obtain legal or judicial relief in connection with this Agreement, the prevailing party in said proceeding shall be entitled to recover from the unsuccessful party any and all legal fees, cost, expenses, attorney's fees and any other cost or expense and fees arising from (i) such proceeding, whether or not such proceeding progresses to judgment, and (ii) any post-judgment or post-award proceeding, including without limitation, one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorney's fees, costs, and expenses, as well as specific provisions for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

ENTIRE UNDERSTANDING. This document and any schedules attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and carry no further force or effect. This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

HEADINGS. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

SEVERABILITY. If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

MODIFICATIONS OR AMENDMENTS. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both parties hereto with the same degree of formality as this Agreement.

COUNTERPARTS. This Agreement, at the discretion of the parties herein, may be executed in

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counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

WAIVER. If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DRAFTING AMBIGUITIES. All parties to this Agreement have reviewed and had the opportunity to revise this Agreement, and have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits herein.

COPIES. Both the CONTRACTOR and the CLIENT hereby acknowledges that they have received a signed copy of this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.



Fernando Ramirez

7/12/21

06/21/2021

Mexican Cultural Center DuPage



Enrique Mendoza

06/21/2021



Invoice

Company Name: Rimel

Date: 9-7-21

Address/City/ZIP Code: Berwin IL

Invoice No.: -

Contact: Leticia Garfield

Amount Recieved To:

Invoice Total: \$300

Name: Leticia Garfield

Address: TLX, Mexico Oak Park Ave, Berwyn IL

Contact: 312-852-7513

Description		Amount
Deposit	Check #10109	\$300.00
Total Amount		\$300.00

Mexican Cutural Center DuPage
103 w Washighton St.
West Chicago, Il 60185



Rimel

This agreement is made this 12th day of July, 2021 by and between
Mexican Cultural Center DuPage (Presenter) and RIMEL (Artist). The parties
agree as follows:

1. The PLACE of Performance is at 108 Galena St, West Chicago, IL 60185 (Outside)
2. The DATE(s) of the Performance is September 18th, 2021 and the Time is 1:40 pm.
3. Presenter agrees to pay the Artist an aggregate of \$1600 for **Two 45 Minute Sets with a 30 minute break in between**. A deposit of 50% (\$800) is due at least 1 Week prior to the Performance by **Cash/E-Payment** made payable to: **Dave Avila**. The remaining 50% (\$800) should be paid the day of the performance.
UPDATE: 9/10/2021 Event has been postponed due to the Delta variant and presenter will pay a deposit of \$300 for any event held in 2022 as long as a 4 month's notice is provided. If event is not held, the artist will keep the deposit without penalty.
4. In the event the Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
5. Presenter will provide the Artist with a **Sound Engineer and a Sound System with monitors and a bass guitar amplifier** capable of connecting 3 vocal mics, drum mics, and a guitar and bass amplifier. The Artist will provide a **bass amplifier, 3 vocal mics, and a full drum kit. (Rider will be provided)**
6. Presenter indemnifies and holds the Artist harmless for any claims of property damage or bodily injury caused by show attendees.
7. Presenter shall provide a **parking space for 1 large Sprinter van and another mid-sized vehicle** in a location of close proximity to and with direct access to the backstage area where performance will take place on the date of performance.
8. Presenter shall provide **security** for the backstage and stage areas before, during and after the performance. Presenter shall **provide at least 1 security person** to protect Artist and their property as deemed appropriate by Presenter in its discretion. Presenter will also provide a crew to assist with unloading and loading any gear brought by the Artist before and after the performance.

In Witness Whereof, this Agreement is executed on the date first above written.

By: _____ Date: 8/3/2021
Presenter (Authorized signature)

By: _____ Date: 8/3/21
Artist/Manager

(F)

MEXICAN CULTURAL CENTER
1213 JOLLET ST SUITE A
WEST CHICAGO, IL 60185

PAY TO THE ORDER OF

Dave Avila.

Three hundred dollars & 00/100

Republic Bank
West Chicago, Illinois 60185

FOR Deposit for Band (MID) Music

DATE

September 22, 2015

\$ 300.00

DOLLARS



Photo
Safe
Signature

10109

2-118710

18

CHASE BANK

(14)

Invoice

Company Name: Calaveras LD
Address/City/ZIP Code: Chicago, IL
Contact: Fernando Lopez

Date: 9-7-21
Invoice No.: -

Amount Recieved To:

Invoice Total: \$300

Name: Fernando Lopez
Address: 4318 W Augusta Bld Chicago IL, 60651
Contact: (630) 248-7052

Description	Unit Price	Amount
Deposit	Check #10108	\$300
Total Amount		\$300

Mexican Cutural Center DuPage
103 w Washighton St.
West Chicago, Il 60185

6

**Calaveras LD
Music Event contract**

An agreement made on 07/14/2021 between Calaveras LD
and
(clients name): Mexican Cultural Center DuPage

The client engages the performer to provide Versatile Music.

Location: 108 Galena St, West Chicago IL, 60185 (Outside)

On the date and the fee listed below:

Date: NEW DATE

Start Time:

End Time:

Total Fee: \$1500.00

Deposit fee: (20% of total fee) \$300.00 (booked for 2022)

***Deposit Payment method:**

Cash or Check to Fernando Lopez

Venmo: Fernando Lopez @calaverasld

Bank of America (Zelle): 773-470-6049 (phone number)

Performer Contact Information:

Calaveras LD| Marco Lopez, Fernando LD
calaverazld@gmail.com

Cell: (773)954-2434 (Marco)

Or

Cell: (773)470-6049 (Fernando)



Client Contact Information:

Name:

Address:

Email:

Phone:

ALL PARTIES AGREE THE FOLLOWING:

1. All outstanding fees shall be payable in cash / check / electronic payment
2. Performances in addition to those specified above shall be subject to fees and conditions to be agreed between both parties.
3. All equipment and instruments of the musician(s) performing the engagement are not available for use by other performers or persons except by specific permission of the musicians concerned.
4. Adequate light and seating will be provided by the Client.
5. The playing out of doors shall only take place weather conditions permitting and if suitable cover is available when sunny.
6. The Client should ensure as far as is reasonably practicable, that all necessary steps are taken to provide safe working conditions for the musician(s) engaged under the terms of this contract.
7. In the event of the cancellation/postpone of the Event, the Client will be subject to pay the following cancellation fees: up to four (8) weeks before the Event, 25% of total fee – up to three (4) weeks before the Event, 50% of the total fee – up to two (2) weeks before the Event, 75% of the total fee – up to one (1) week before the Event, 100% of the total fee. Deposit payment will not be returned if the event is postponed/cancelled.
8. This Agreement may not be modified or canceled except by mutual consent in writing and signed by both parties.

Client Signature: ...

Print

_____ *Fernando Ramirez* _____

Performer Signature:

Print: Fernando Lopez

6

MEXICAN CULTURAL CENTER
1213 JOLIET ST SUITE A
WEST CHICAGO, IL 60185

10108

2-118710
10

CHECKS, MONEY

DATE Sept. 22, 2021

PAY TO THE ORDER OF Fernando Lopez

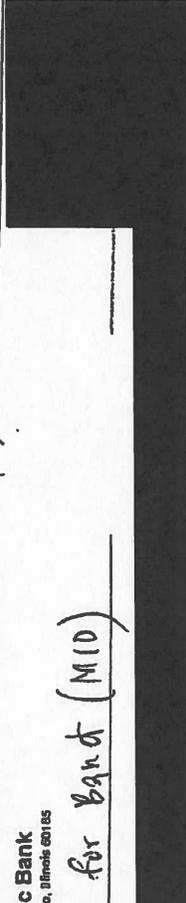
\$ 300.⁰⁰

Three hundred dollars & ⁰⁰/₁₀₀

DOLLARS



FOR Deposit for band (MID)



6

Invoice

Company Name: Sal Tamayo

Date: 9-7-21

Address/City/ZIP Code: West Chicago IL

Invoice No.: -

Contact: Sal Tamayo

Amount Recieved To:

Invoice Total: \$100

Name: Sal Tamayo

Address: West Chicago IL

Contact: (630) 248-7052

Description	Unit Price	Amount
Video editing Check #10104	8-30-21	\$100
Total Amount		\$100

Mexican Cutural Center DuPage
103 w Washighton St.
West Chicago, Il 60185

(HX)

MEXICAN CULTURAL CENTER
1213 JOUET ST SUITE A
WEST CHICAGO, IL 60185

10104

DATE 8/30/2021

PAY TO THE ORDER OF Salvador Tamayo \$ 100.⁰⁰

One hundred dollars & 00/100 DOLLARS

Republic Bank
West Chicago, Illinois 60185

FOR Video Editing

CHECK, HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

ENDORSE

(H)

WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



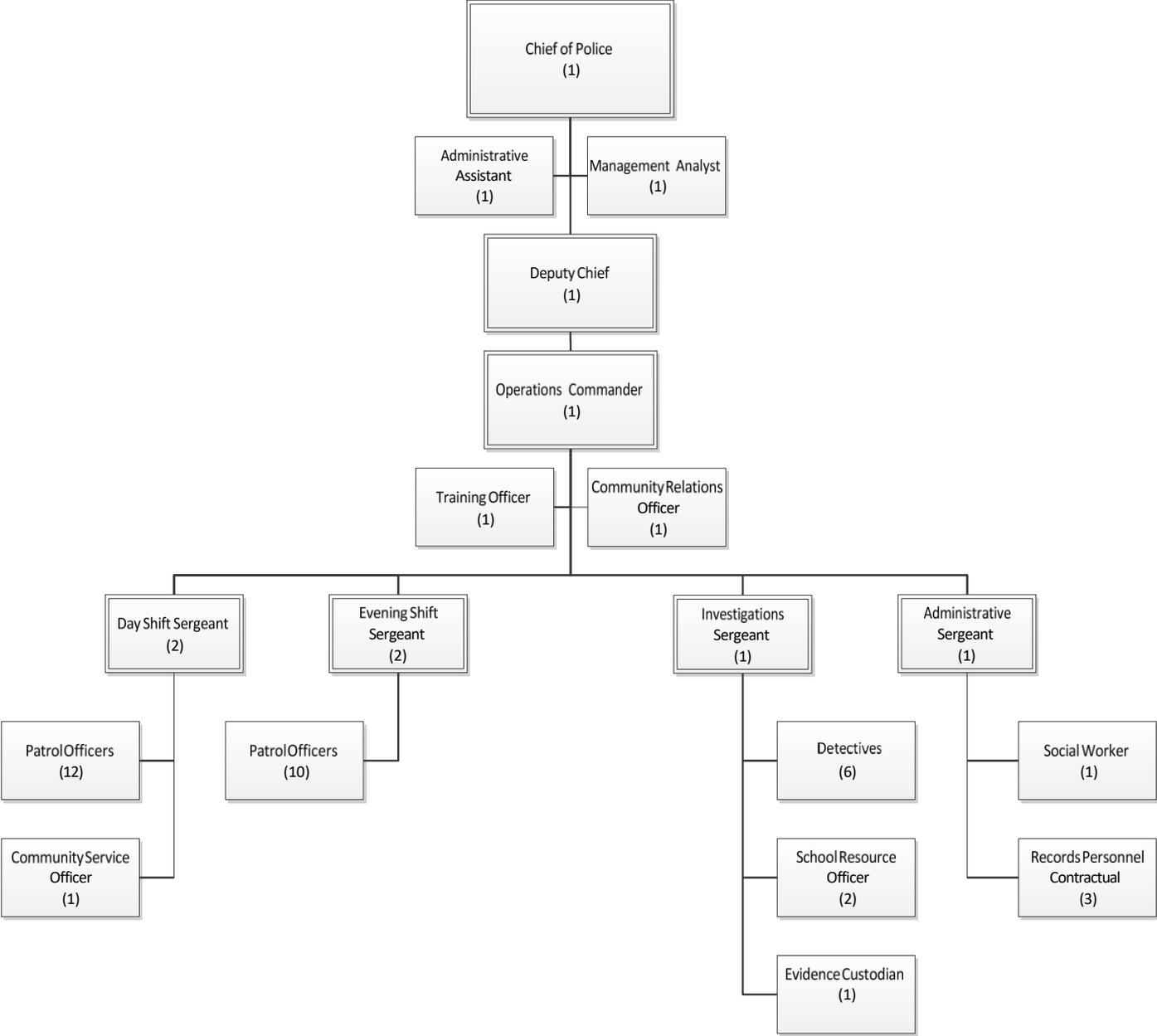
NOVEMBER 2021
Colin Fleury, Chief of Police

TABLE OF CONTENTS

Organizational Chart.....	3
Department Overview	4
Personnel.....	5
Criminal Activities.....	7
Monthly Totals.....	11
Officer Activities.....	12

Organizational Chart

West Chicago Police Department



Department Overview

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

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

The primary responsibility of the Office of the Chief of Police is to provide general management direction and control for the Department. The Office of the Chief of Police consists of the Chief of Police, the Management Analyst and the Administrative Assistant.

The Operations Division consists of Uniformed Patrol Officers, Community Service Officers, Detectives, School Resource Officers, Evidence/Property, the Training Officer and the Community Relations Officer.

The Support Services Division consists of Vehicle and Building Maintenance, Records and Social Services.

Personnel

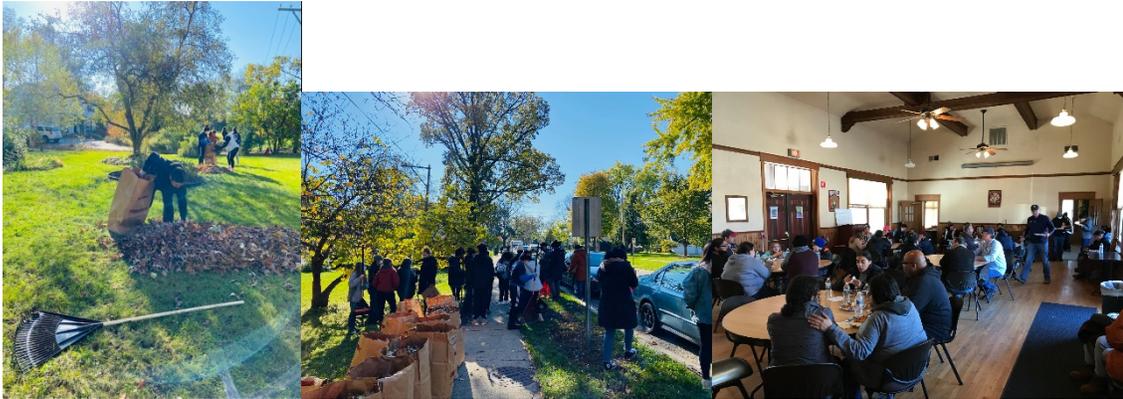
On November 10th, the Citizens Police Academy received training on crimes in progress and active shooter situations. Then on November 17th, the Citizens Police Academy successfully completed the ten week program. Participants received certificates from Chief Fleury and shared dinner together.



On Veteran's Day, November 11th, the Police Department acknowledged the service of Sergeant John Zurick, Army; Officer Michael Zepeda, Marines; Officer Donald Landbo, Army National Guard; Sergeant Jose Gaztambide, Army; Sergeant Antonio Reyes, Marines; Officer Andrew Alaniz, -Marines; Officer Robert Winton, Army; Officer Michael Cummings, Army; Officer Jacob Fuller, Army; Officer Christopher Richards, Army; Officer Blake Bertany, Marines; Officer Derek Mielke, Marines; Officer Ryan Moore, Marines; and Officer Nathan Hunt, Army.



On November 6th, Chief Fleury, Deputy Chief Shackelford, Commander Cargola, Sergeant Samuel, Officers Berg and Nielsen, Community Service Officer Sollis and Executive Secretary Bautista, and many community volunteers assisted with the annual leaf raking event. Thanks to Menards for donating the leaf bags and Groot Industries for a special trip to pick up all the bags.



On November 19th, Officer Nielsen stopped by the West Chicago Park District's Keppler Learning Center. The children were told about stranger danger, when to call 911 and what it means to be a police officer.



With assistance from the Community Santa Project, Social Worker Rosie Valencia, Chief Fleury and Mayor Pineda provided twenty-five families with meals for the holiday season.



Criminal Activities

Criminal Damage to Property:

Person(s) unknown damaged a vehicle parked in the 300 block of Clayton St. The rear window had been shattered by an unknown object.

Person(s) unknown damaged a residence and a vehicle in the 500 block of E. Stimmel St. The middle window on the front of the house had been shattered. The rear window of a car parked in that residence's driveway was also found to be shattered. A rock was found near the vehicle.

Criminal Defacement:

Person(s) unknown spray painted gang-related graffiti on a fence on the north side of a residence in the 1000 block of Bishop St.

Person(s) unknown spray painted gang-related graffiti on the north side of a residence in the 1100 block of Bishop St.

Person(s) unknown spray painted gang-related graffiti on the fence of a residence in the 200 block of Glen Ave.

Burglary from Motor Vehicle:

Person(s) unknown entered an unsecured vehicle in the 2600 block of Sandpiper Tr. Removed from the car was a wallet containing a driver's license and debit card.

Theft Under \$500.00:

Person(s) unknown removed the victim's cell phone from the mailbox area of an apartment building in the 1200 block of Kings Ct. The Samsung phone was delivered by UPS, however, when the victim attempted to retrieve it, the phone was gone. Loss is estimated at \$200.00.

Theft Over \$500.00:

Person(s) unknown obtained two checks totaling \$24,183.00 made out to a business in the 500 block of W. Roosevelt Rd. It is unknown if the checks were taken from the mail or from inside the business. Both checks were cashed at unknown location(s).

Theft of Motor Vehicle Parts or Accessories:

Person(s) unknown removed the catalytic converter from a vehicle parked in the 500 block of Carriage Dr.

Motor Vehicle Theft:

Person(s) unknown removed the victim's vehicle from a parking lot in the 700 block of W. Forest Ave.

Fraud:

Person(s) unknown emailed the victim in the 200 block of Hemlock Ln. advising the victim of the purchase of Bitcoin. The victim was instructed to call a phone number in the email. After speaking with a number of individuals on the phone, the victim eventually transferred \$2,613.00 out of her account. Investigation is ongoing.

Person(s) unknown agreed to sell the victim a dog for \$900.00. The suspect asked the victim to send the money via Zelle or a similar app. The victim stated he did not understand these apps and the money was wired to the suspect. The victim then received another email that he would need to wire another \$2,400.00 for a shipping kennel. The victim later realized this was probably a scam.

Monthly Totals

Activities	Aug 2021	Sep 2021	Oct 2021	Nov 2021	YTD 2021	YTD 2020	Total 2020
Traffic Stops	456	513	524	511	5,507	4,072	4,646
Traffic Citations	155	141	167	195	1,761	1,657	1,849
Traffic Warnings	176	242	242	277	2,392	2,219	2,516
Parking Citations	382	235	277	303	3,642	1,169	1,293
Traffic Crashes	80	61	68	60	725	631	700
Incident Reports	208	248	202	214	2,539	2,444	2,652

Officer Activities

On November 9th, Officers Mielke, Richards, Jacobs and Eversole and Sergeant Gaztambide responded to the area of Hemlock Ln and Sancherry Ln. A complainant stated a subject was following him, making obscene gestures. While on the phone with dispatch the suspicious individual pepper sprayed the caller before fleeing the area. Officers located the subject running north on Post Oak Cir. The subject was directed by officers to stop and while doing so, the suspect threw a can of pepper spray into the street. The subject was wearing a tactical vest and hard knuckled gloves. There were bulges in the subject's jacket indicative of a weapon or weapons. The subject was handcuffed and a search was performed resulting in a number of flash bang grenades and fragmentation grenades being found on his person. A perimeter was established and the DuPage County Sheriff's Office Bomb Squad was requested to the scene. The Bomb Squad x-rayed the devices and determined that the fragmentation grenades were explosive devices. There were also six "flash bang" devices. Also located on the subject were a knife, two Tasers, a fast strike whip and two pepper spray canisters. The suspect was transported to the Police Station and interviewed by Officer Mielke and Detective Herbert, subsequently admitting to spraying pepper spray in the victim's face. The DuPage County State's Attorney's Office approved felony charges of Aggravated Battery, Aggravated Unlawful Use of a Weapon, Assault and Disorderly Conduct. The offender was then transported for a mental health evaluation.

On November 8th, Officers Richards and Jacobs and Eversole and Sergeant Gaztambide responded to the 800 block of Burr Oaks Dr. for a report of an individual passed out in an apartment lobby. Upon arrival the subject was found on the stairs just inside the lobby area. The subject appeared incapacitated. Sternum rubs were begun in an attempt to revive the subject. When the subject did not revive a dose of Narcan was administered. A faint pulse and agonal breathing were then detected. Officers prepared the individual for CPR and administered a second dose of Narcan. West Chicago Fire Protection District personnel arrived and transported the subject to Northwestern Medicine Central DuPage Hospital.

On October 19th, officers responded to the Rent-A-Center located at 139 W. Roosevelt Rd. A suspect had received delivery of \$2,969.42 in furniture using fraudulent information utilizing the identifiers of an uninvolved third party. When Rent-A-Center contacted this third party to collect money or remove the furniture, they realized they were the victims of a fraudulent purchase. The suspect's image was on the fraudulent driver's license presented to Rent-A-Center. Detective Herbert searched through past area law enforcement bulletins for images matching the photo on the license. A bulletin put out by the Aurora Police Department appeared to show a photo of the suspect from Rent-A-Center. Reports were obtained from the Aurora Police Department and the Kendall County Sheriff's Office that led to identifying a suspect. The driver who delivered the furniture was shown a photo lineup and selected the suspect. Detectives learned that the suspect had moved and now lived in Woodridge. On November 9th, Detectives Herbert, Flanigan and Calabrese conducted surveillance of the suspect's cars in a parking lot in Woodridge. After some time, the suspect appeared in the lot and entered a vehicle. Detectives approached the suspect before she could drive away. After brief questioning, the suspect admitted she knew where the furniture was and in whose possession the furniture was. The suspect was placed under arrest and transported to the Police Station, and declined to speak further with detectives. The DuPage County State's Attorney's Office approved a charge of Identity Theft. The suspect was fingerprinted, photographed and transported to the DuPage County Jail.

WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



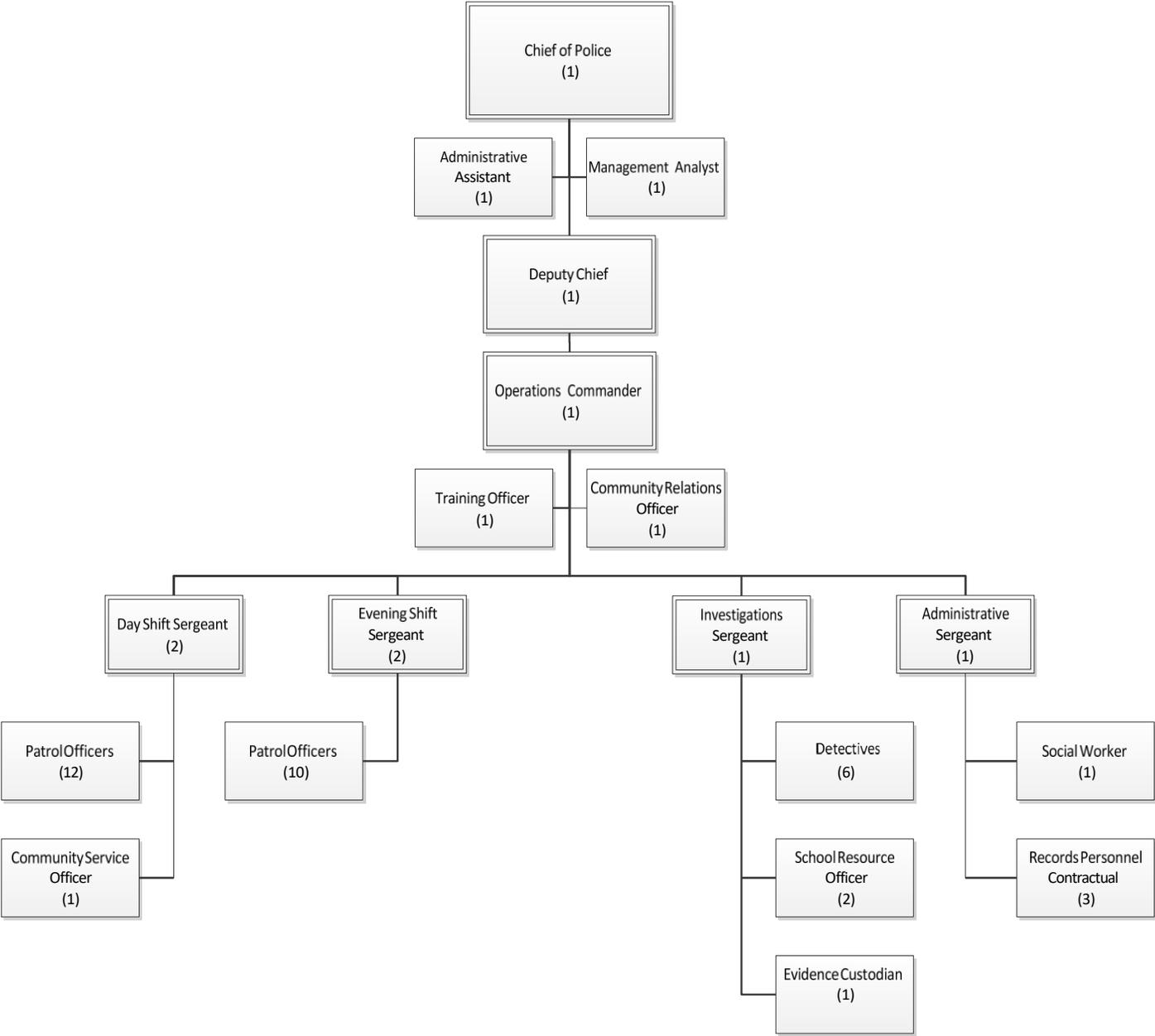
DECEMBER 2021
Colin Fleury, Chief of Police

TABLE OF CONTENTS

Organizational Chart.....	3
Department Overview	4
Personnel.....	5
Criminal Activities.....	6
Monthly Totals.....	9
Officer Activities.....	10

Organizational Chart

West Chicago Police Department



Department Overview

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

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

The primary responsibility of the Office of the Chief of Police is to provide general management direction and control for the Department. The Office of the Chief of Police consists of the Chief of Police, the Management Analyst and the Administrative Assistant.

The Operations Division consists of Uniformed Patrol Officers, Community Service Officers, Detectives, School Resource Officers, Evidence/Property, the Training Officer and the Community Relations Officer.

The Support Services Division consists of Vehicle and Building Maintenance, Records and Social Services.

Personnel

On December 4th, the Police Explorers were on hand to assist with traffic control at the Frosty Fest.

The Marine Toys for Tots Foundation stopped by the Police Station the week of the 18th to pick up all of the donated toys. The Department wishes to thank the citizens of West Chicago for their generous donations.



On December 19th, Detective Peterson and Social Worker Rosie Valencia partnered with the Community Santa Project and other volunteers to provide 105 families with gifts for Christmas. Community Santa Project is a Community Social Services organization committed to helping those in need. They partner with several non-profit institutions, social workers, police agencies, and community organizations as well as individuals dedicated to helping children and families in our area, to better perform social service responsibilities.



Hawthorne's Backyard held its Annual Stocking Charity Drive. Thanks to the generous donations of its customers and staff, together Hawthorne's and Police Department personnel were able to make Christmas special for three families.



Criminal Activities

Criminal Damage to Property:

Person(s) unknown damaged two windows on a bank located in the 100 block of Main St. The damage appears to have been made by BBs or pellets. While on scene, officers noted two windows were also damaged in a similar manner on a vacant building in the 100 block of Main St.

A known person damaged a vehicle parked in the 1100 block of Powis Rd. The right tires on the victim's vehicle were slashed. Surveillance cameras captured the offense. Investigation is ongoing.

Person(s) unknown damaged a mailbox in the 600 block of Partridge Dr. Witnesses observed the mailbox explode and then a silver SUV fled the area.

Criminal Defacement:

Person(s) unknown used marker to draw non-gang related graffiti on a stop sign at the intersection of Ann St. and Pearl Ave.

Person(s) unknown painted gang-related graffiti on an electrical box located at the southwest corner of Roosevelt Rd. and Bishop St.

Person(s) unknown spray painted non-gang related graffiti on the walls of the George St. tunnel.

Burglary from Motor Vehicle:

Person(s) unknown entered two vehicles parked in the 200 block of Amber Ct. Removed from one vehicle was a backpack containing an Asus laptop computer and a Nikon camera with two lenses. Taken from the second vehicle was a wallet containing numerous credit cards, a debit card and driver's license. It was not known whether the vehicles were secured or not.

Person(s) unknown entered the victim's unsecured vehicle in the 900 block of N. Neltnor Blvd. The victim left her purse on the passenger front seat of the car when she took her child into the daycare center. When she returned, the purse was missing. The purse contained a credit card, debit card, social security card, permanent resident card and \$20.00. While taking this report, officers learned that purses had been removed from two additional, unsecured vehicles. A work bag containing a laptop computer, \$325.00, wallet, Samsung cell phone, driver's license and debit card had been taken from another victim's unsecured vehicle.

Person(s) unknown entered a truck and trailer parked in the 100 block of Main St., removing a cement saw. The owner parked the truck and went into a business to eat breakfast. The victim then went to a job site and noted the saw was missing. Loss is estimated at \$1,200.00.

Theft Under \$500.00:

Person(s) unknown removed \$1,079.76 worth of liquor from the Jewel store located at 177 E. Roosevelt Rd. The subject placed the 12 bottles of liquor in a basket near a back door to the store. The suspect also placed a case of Patron near the same door. The suspect then opened the rear door and left with the case of Patron leaving the other twelve bottles of liquor inside the store.

Theft Over \$500.00:

Person(s) unknown placed fifteen bottles of liquor in a grocery basket at the Jewel located at 177 E. Roosevelt Rd. The suspect then placed the basket in an unsecured back room. When a sales associate left the area, the suspect exited a rear door of the store carrying the basket. Jewel personnel stated the liquor was valued at \$457.83.

Person(s) unknown removed a license plate from an inoperable vehicle parked in the 800 block of Burr Oaks Dr. The vehicle owner later received notices from the Illinois Tollway Authority of unpaid tolls involving the stolen plate totaling \$138.50.

Person(s) unknown removed Air Pods Pro from a porch in the 2400 block of Adelia Ln. The victim received notification that a package had been delivered. When she returned to the residence, the package had been opened and turned upside down. The Air Pods were noted to be missing from the box. Loss is estimated at \$249.00.

Person(s) unknown entered the Jewel store located at 177 E. Roosevelt Rd., placed six bottles of alcohol in a cardboard box and then exited through a rear door on the northwest side of the business. Loss is estimated at \$150.00.

Theft of Motor Vehicle Parts or Accessories:

Person(s) unknown removed catalytic converters from two trucks parked at a business located in the 1200 block of Howard Dr.

Person(s) unknown removed the catalytic converter from a truck parked at a business located in the 1200 block of W. Roosevelt Rd.

Person(s) unknown removed the catalytic converter from a vehicle parked at a business in the 200 block of W. Roosevelt Rd.

Person(s) unknown removed the catalytic converter from a vehicle parked in the 1200 block of Kings Ct.

Theft by Deception:

Person(s) unknown stole and electronically cashed 21 employee checks from a business located in the 500 block of Colford Ave. The victim company's bank cannot provide information on where the checks are being cashed. The loss is \$6,771.60. Management suspects the thefts to be by an unknown office worker who has access to the checks or is responsible for distributing the paychecks, however, all such situated employees have denied involvement in the theft. Investigation is ongoing.

Theft of Lost or Mislaid Property:

Person(s) unknown removed the victim's cell phone from the Jewel located at 177 E. Roosevelt Rd. The victim left his phone on the customer service desk while speaking with a representative. The victim then left the store forgetting about the cell phone. The victim later called the store and was told they did not have the phone. Surveillance video from the store shows a suspect taking the phone off the counter. Officer Winton viewed the video and identified the suspect. The suspect was called, stated he took the phone and agreed to turn the phone in to the police. The phone was handed in and then turned over to the owner who declined to press charges against the suspect.

Motor Vehicle Theft:

Person(s) unknown removed a Z20 Max dirt bike from the first floor hallway of an apartment building in the 1200 block of Kings Ct. Investigation is ongoing.

Aggravated Battery of a Child:

A known person(s) is alleged to have battered the four-year-old child at an apartment in the 400 block of Carriage Dr. causing visible injuries. The offense was originally reported to the Aurora Police Department, but was determined to have occurred in West Chicago. The Department of Children and Family Services and the DuPage Children's Center were notified. Investigation is ongoing.

Identity Theft:

Person(s) unknown have been using the victim's social security number for employment purposes at an unknown Panera location. The fourteen-year-old victim, of the 1200 block of Bishop St., has never been employed by Panera.

Burglary:

Person(s) unknown entered the gated cellphone tower in the 1N300 block of Kress Rd. Copper wire and copper plates had been stripped and removed. Loss is estimated at \$10,000.00.

Aggravated Criminal Sexual Abuse:

A known person is alleged to have touched the nine-year-old victim while driving to a residence in the 700 block of Lyman St. The victim claim the suspect touched her chest and thigh over her clothing while riding together in a vehicle. The Department of Children and Family Services and the DuPage Children's Center were advised of the incident. Investigation is ongoing.

Monthly Totals

Activities	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Total 2021	Total 2020
Traffic Stops	513	524	511	447	5,954	4,646
Traffic Citations	141	167	195	179	1,940	1,849
Traffic Warnings	242	242	277	214	2,606	2,516
Parking Citations	235	277	303	218	3,860	1,293
Traffic Crashes	61	68	66	65	796	700
Incident Reports	248	202	214	241	2,780	2,652

Officer Activities

On December 22nd, officers responded to a call of a psychological evaluation/suicidal subject in the 200 block of Arbor Ave. Upon their arrival, officers found a suspect and his mother at the residence. It is alleged that the suspect entered his mother's bedroom while she was sleeping, placed a large pillow over her face and held it there. The victim was able to free herself and called police. The victim explained that earlier, the suspect had placed a rag in the furnace in an attempt to kill himself and his mother with carbon monoxide. The victim located the rag and pulled it from the furnace. The suspect was transported to Northwestern Medicine Central DuPage Hospital for a mental health evaluation. Detectives Herbert and Bowers arrived to interview the suspect. The suspect admitted to placing the rag in the furnace as well as in pouring bleach into the furnace believing these efforts would kill them both. The suspect believed that the holidays would be too difficult on his mother after the death of her husband. The suspect was released from the hospital and transported to the West Chicago Police Station. The DuPage County State's Attorney's Office approve charges of Attempted Murder, Aggravated Domestic Battery and Aggravated Battery. The offender was fingerprinted, photographed and transported to the DuPage County Jail.

On December 29th, officers responded to a residence in the 2300 block of Alamance Dr. The victim reported two subjects pulled up and exited a vehicle. The homeowner's ring video shows the suspects walk up and enter the open garage. The victim had just entered his vehicle that was parked and running in the garage. One of the suspects pointed a handgun at the owner's stomach and demanded the vehicle's keys. The victim complied and one of the suspects entered the vehicle while the other ran back to the car in which they had arrived. Both vehicles left the scene. The homeowner activated the vehicle's GPS tracking. Officers were able to track the vehicle's location to the City of Chicago and requested assistance from the Chicago Police Department. During the early stages of the investigation, a check of the red-light camera at North Ave and Neltnor Blvd. showed the suspect (get-away) vehicle maneuver around traffic and pass through the intersection against a red-light. The vehicle had been reported stolen earlier in the day in Chicago. While monitoring the location of the victim's vehicle, a CPD aerial unit was able to locate it and coordinate patrol units on the ground. The driver, apparently aware of the aerial pursuit, stopped the vehicle and both occupants ran while multiple CPD units were approaching. The passenger was apprehended after a foot pursuit, but the driver was not located. A handgun was recovered at the scene. The suspect and vehicle were brought back to the West Chicago Police Station. Detectives interviewed the suspect who admitted involvement in the carjacking and provided the location of the getaway vehicle which he verified was also stolen. The getaway vehicle was located in Chicago and brought back to the Police Station for evidence processing. During additional questioning, the suspect in custody provided a first name for the driver who fled as well as a possible residence. Provided with that information, detectives were able to identify the driver and his home address. Investigators surveilled the area of the at-large suspect's residence and observed him exit the home and enter a vehicle. A traffic stop was conducted and the suspect was taken into custody. He was brought back to the Police Station, questioned and admitted to involvement with this incident. The DuPage County State's Attorney's Office approved charges of Aggravated Vehicular Hijacking and Aggravated Possession of Stolen Motor Vehicle. The offenders were fingerprinted, photographed and transported to the DuPage County Jail. Both stolen vehicles were returned to the owners