

RESOLUTION 2020-040

PASSED: MAY 26, 2020

AUTHORIZING A SPECIAL EVENT AGREEMENT WITH DEKALB CORN FEST, INC., AND APPROVING A PUBLIC ENTITY/NON-PROFIT (PENP) SPECIAL EVENT LIQUOR LICENSE FOR THE 2020 CORN FEST IN DEKALB, ILLINOIS.

WHEREAS, the City of DeKalb is a home-rule Illinois Municipal Corporation with powers and authority pursuant to the Illinois Constitution of 1970 and the applicable provisions of the Illinois Municipal Code; and

WHEREAS, the City has received a request from DeKalb Corn Fest, Inc. for the approval of a Special Event Agreement and Public Entity/Non-Profit (PENP) Special Event Liquor License pertaining to the conduct of the 2020 Corn Fest within the City's Central Business District, and the City wishes to approve of the same;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City Council of the City of DeKalb hereby approves of the Special Event Agreement and PENP Special Event Liquor License application attached hereto and authorizes and directs the Mayor to execute the same, subject to such minor amendments as shall be acceptable to him. Further, the Council directs and authorizes City staff to undertake all actions necessary to effectuate the conduct of the event and provide staff support to enable the same, inclusive of the provision of City staffing, resources, and expenditure of City funds.

SECTION 2: That the City Clerk or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 26th day of May 2020 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Mayor Smith. Nay: None. Absent: Faivre.

ATTEST:



RUTH A. SCOTT, Executive Assistant



JERRY SMITH, Mayor



2020 Cornfest
cancelled

Corn Fest Cancelled for 2020

Due to the current situation of the COVID pandemic and the Governor's re-open plan of needing to reach Stage 5 to allow festivals, we will be cancelling Corn Fest for 2020.

The Corn Boil corn will be donated to the mobile unit of the DeKalb County Community Gardens to distribute to people in need.

To continue to raise funds for our current and 2021 recipient Opportunity House, we have designed a fun t-shirt that you can preorder at OLT Marketing in the upcoming weeks. A link will be provided as soon as it is on our website. This will be a great addition for any of our festival t-shirt collectors. 100% of the proceeds will go to Opportunity House. We will also begin sales of our 50/50 raffle at local outlets for next year's fest to continue to raise money for Opportunity House.

Please stay tuned to our Facebook page and website at www.cornfest.com for the announcement of our 2021 sound stage lineup in the upcoming weeks.

We hope everyone stays safe and we will see you on Aug. 27-29th at the 2021 Corn Fest!

DEKALB CORN FEST 2020 AGREEMENT

This Agreement is made and entered into this 26th day of May, 2020 by and among **DeKalb Corn Fest, Inc.** of DeKalb, Illinois (hereinafter referred to as “**DCF**”), and the **City of DeKalb**, an Illinois municipal corporation (hereinafter referred to as “**CITY**”).

WITNESSETH: WHEREAS DCF, a 501c6 corporation, is the official and sole sponsor of DeKalb Corn Fest located in DeKalb, Illinois; and as such sponsor has the authority to enter into an agreement for the provision of services at said festival;

WHEREAS, the DeKalb Corn Fest will be held on public rights of way within Downtown DeKalb, Illinois, permission is granted for the closure of several streets and parking lots; and

WHEREAS, the DeKalb Corn Fest will be held at a location in Downtown DeKalb, Illinois, as reflected on the attached Exhibit A (hereinafter referred to as “the Premises”); and

WHEREAS, **DCF** wishes to use a portion of the Premises to operate a Soundstage Area (hereinafter referred to as the “**SOUNDSTAGE AREA**”) during the DeKalb Corn Fest; and

WHEREAS, the **CITY** has agreed to allow **DCF** to use a portion of the Premises only for the above-stated reason and subject to the conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto do hereby agree as follows:

1. USE OF CITY RIGHT OF WAY – STREET CLOSURES.

The **CITY** will close Lincoln Highway / Illinois Route 38 between 1st and 4th Streets from 4:00 p.m. Thursday, August 27, 2020 to 10:00 p.m. Sunday, August 30, 2020.

The **CITY** will close 2nd and 3rd Streets between the Union Pacific Railroad and Oak Street from 4:00 p.m. Thursday, August 27, 2020 to 10:00 p.m. on Sunday, August 30, 2020.

The **CITY** will close Locust Street between 1st and 3rd Streets from 4:00 p.m. Thursday, August 27, 2020 until 10:00 p.m. Sunday, August 30, 2020.

The **CITY** will close Locust Street between 3rd and 4th Streets from 10:00 p.m. Thursday, August 27, 2020 until 9:00 p.m. Sunday, August 30, 2020.

2. USE OF CITY RIGHT OF WAY – PARKING LOT CLOSURES.

The **CITY** will close the Ellwood and Haish parking lots, located between Oak and Locust Streets off 2nd and 3rd Streets, for placement of the Corn Fest Carnival. The carnival will also be in the parking lots of Finch Funeral Home, DeKalb Public Library, and Frontier Communications. These parking lots will close at 6:00 p.m. Tuesday, August 25, 2020 and will remain closed until 7:00 a.m. Monday, August 31, 2020 for carnival set up and take down.

The **CITY** will close the Embree parking lot behind the City Hall (Nehring Building) at 5:00 p.m. Thursday, August 27, 2020. A limited number of parking spaces will be open for business customers throughout Corn Fest. This parking lot will reopen at 9:00 p.m. Sunday, August 30, 2020.

3. USE OF CITY RIGHT OF WAY – AGREEMENT AUTHORIZATION FOR USE OF “PREMISES” FOR SOUNDSTAGE AREA.

DCF is granted the use of a designated portion of the Premises to operate the 2020 DeKalb Corn Fest on August 27-30, 2020.

DCF has applied, qualified for, and received a Non-Profit Special Event liquor license for the operation of the SOUNDSTAGE AREA. All restrictions applicable to such sales, by virtue of the representations made in the application for said license, by virtue of the license itself, or by virtue of the applicable regulations of the City of DeKalb or State of Illinois, shall be fully applicable to **DCF's** operations, and this Agreement shall not provide any deviation from said regulations.

The SOUNDSTAGE AREA shall be open to the public during the following hours: Friday, August 28, 2020 – 4:00 p.m. to 11:00 p.m.; Saturday, August 29, 2020 – 10:00 a.m. to 11:00 p.m.; and Sunday, August 30, 2020 – 10:00 a.m. to 9:00 p.m. On each day, **DCF** shall stop dispensing alcohol at the scheduled time of the SOUNDSTAGE AREA closure and is responsible for removing all patrons from the SOUNDSTAGE AREA no later than 20 minutes after closure on Friday and Saturday; Soundstage area will be vacated by 9:00 p.m. on Sunday, August 30, 2020. **DCF** is allowed to sell only beer, wine, and malt beverages, for consumption on the premises. No alcohol shall be permitted outside of the area comprising the combined SOUNDSTAGE AREA, backstage area or sponsor's tent.

4. LOCATION AND TIME OF SET UP/REMOVAL.

DCF shall be responsible for the set up and tear down of the SOUNDSTAGE AREA site. Additionally, **DCF** shall be responsible for the cost of all fencing and generators used in the SOUNDSTAGE AREA. **DCF** shall be allowed to begin set up of the SOUNDSTAGE AREA at a time to be determined by the City Manager. The City Manager shall determine Premises points of access for purposes of setup, delivery of materials and departure. **DCF** must have everything used to facilitate the

SOUNDSTAGE AREA'S operation (including litter within the designated area) completely removed from said site at 9:00 p.m. on Sunday, August 30, 2020. The **CITY** may allow adjustment of the time frame if new fencing is utilized which could affect set up or removal.

5. ASSIGNMENT AND/OR TRANSFER OF OBLIGATION.

DCF may not assign or transfer this Agreement, or any interest therein, or any part thereof, without prior written consent of the **CITY**.

6. RIGHT TO USE A DESIGNATED AREA OF PREMISES.

DCF shall have the right to use a designated area of the Premises in which to stage the SOUNDSTAGE AREA, as depicted on the site map attached hereto as Exhibit B. No boring, drilling or driving stakes or supports of any kind shall be permitted into asphalt, paved or concrete areas. All of the temporary power equipment, lines, etc. will be inspected by the **CITY'S** Code Enforcement Personnel. All electrical equipment utilized by **DCF** shall be grounded in accordance with locally adopted ordinance requirements. **DCF** shall not use any electrical equipment supplied by the **CITY** for any use other than what is necessary to operate the SOUNDSTAGE AREA.

7. LIQUOR DISTRIBUTOR.

DCF shall be responsible for the negotiation and procurement of a Liquor Distributor, in accordance with applicable laws.

8. SPONSORSHIP.

All sponsorships of any kind and in any way associated with the SOUNDSTAGE AREA, from any source, monetary or otherwise, are the sole property of **DCF**. The **DCF** sponsorship tent will be located near the SOUNDSTAGE AREA. The sponsor tent will be manned by **DCF** and will be covered under the liquor license and DRAM insurance of **DCF**.

9. BEVERAGE TICKETS AND PAYMENT TO DCF.

All beverage tickets for beverages to be purchased and consumed in the SOUNDSTAGE AREA shall be issued by **DCF**. The size and price structure for all SOUNDSTAGE AREA beverage sales shall be determined by and **DCF** in accordance with Chapter 38 of the DeKalb Municipal Code. In accordance with the City of DeKalb Municipal Code Chapter 60, Restaurant, Bar, and Package Liquor tax, subsection 60.02 Imposition of Tax, the **DCF** is not required to pay Restaurant and Bar tax due to its non-profit status and limited timeframe of liquor sales. In addition, **DCF** will make a presentation, which overviews the 2020 Corn Fest to the City Council at their October 26, 2020 meeting.

10. LICENSURES.

DCF shall pay for all licenses, permits, fees or other similar authorizations or charges under state, federal, or local laws insofar as they are necessary to exercise the privileges extended to **DCF** under the terms of this Agreement. Further, **DCF** agrees to abide by all applicable federal, state and local laws and regulations of public agencies with jurisdiction over the activities of the SOUNDSTAGE AREA.

DCF shall comply with all regulations, rules or restrictions established by the Premises Manager. **DCF** shall also comply with all regulations applicable to the operation of any motor vehicle associated with the festival. In addition, all **DCF** personnel shall follow and adhere to the direction provided by any City personnel acting in the performance of their official duties, including but not limited to the City's public works department, police department or fire department. Further, **DCF** shall adhere to the direction of the City to suspend or terminate sale of alcoholic beverages in compliance with the applicable provisions of Chapter 38 of the City Code of Ordinances.

11. ENTRY INTO SOUNDSTAGE AREA.

DCF will be responsible for controlling access to the SOUNDSTAGE AREA, and for controlling the sale and distribution of alcoholic beverages within. No person under the age of 12 shall be permitted into the SOUNDSTAGE AREA without an adult or legal guardian. Persons between the ages of 12 and 20 may enter the SOUNDSTAGE AREA without an adult or legal guardian but shall not be served nor permitted to consume any alcoholic beverage. Persons 21 or older may be served alcoholic beverages, in compliance with all applicable local and state regulations, after **DCF** has verified their ages. **DCF** shall require persons 21 or older to wear a wristband indicating that they are 21 years of age or older. Persons who are purchasing or consuming alcohol must be wearing these wristbands, or they cannot be served and will be asked to leave. A different colored wristband, or a specially designated three-day wristband, must be worn each day of the festival to ensure that the person entering has paid an entry fee for that day. **DCF** shall check the identification of every person entering the SOUNDSTAGE AREA with a wristband on, to confirm that no wristbands have been swapped or exchanged to persons under the age of 21. Signage stating these requirements shall be required and provided from **DCF**. All **DCF** personnel must abide by these rules, and **DCF** shall monitor all points of access and egress from the SOUNDSTAGE AREA. For purposes of City Ordinances, the Soundstage Area shall be deemed to be the licensed premises, and it shall not be unlawful to serve alcohol or to have an open container of alcohol within said area (provided that the person possessing or consuming alcohol is 21 years of age or greater). It shall be unlawful to permit any person to take any alcoholic beverage *outside of the SOUNDSTAGE AREA*.

12. ENTRY FEE.

DCF shall have the right and authority to require an entry fee from patrons in order to enter the SOUNDSTAGE AREA. **DCF** shall be responsible for collecting the entry

donation from all SOUNDSTAGE AREA patrons. The amount of the entry fee will be determined by DCF.

13. REST ROOM FACILITIES.

DCF shall also be responsible for supplying an appropriate number of port-a-potties which will be located both inside and outside of the SOUNDSTAGE AREA parameters. The location of these will be at the discretion of the CITY.

14. SOUNDSTAGE AREA STAFFING.

It is the responsibility of DCF to ensure that an appropriate level of staffing is secured in order to provide every SOUNDSTAGE AREA patron a safe and orderly environment. At all times during the festival that the SOUNDSTAGE AREA is operational, DCF will staff the SOUNDSTAGE AREA operations inside the parameters of the SOUNDSTAGE AREA with an appropriate and adequate number of staff members to ensure careful and reasonable monitoring of all alcohol consumption. DCF hereby acknowledges that their staff and/or volunteers will at all times respect the patrons enjoying the festival and will ensure that at no time shall any of the staff and/or volunteers consume alcoholic beverages while working on their shift as an active supervisor. In addition, DCF shall ensure that, at all times the SOUNDSTAGE AREA is operational, all liquor sales, consumption and liquor-related activities shall be monitored by at least one TIPS-trained liquor supervisor, who shall be responsible for oversight of the SOUNDSTAGE AREA. Any disputes, questions or concerns regarding the sale or distribution of liquor at the festival shall be determined by the TIPS-trained liquor supervisor, who shall be given the authority to prohibit any sale or distribution deemed by him or her to be inappropriate, and who shall also have the authority to terminate liquor sales or distribution at any time. Said liquor supervisor shall be made available to the City upon request at the festival.

15. WATER USAGE.

The City of DeKalb Water Division will be responsible for providing garden-hose-sized connections for water use. The connections will be located at various fire hydrants or other water service connections throughout the area. The fire hydrants will be turned on at the start of the event by Water Division personnel and will be turned off at the end of the event by Water Division personnel. At no time will anyone other than Water Division Personnel will be permitted to operate the fire hydrant. In addition, the Water Division will not be responsible for providing garden hoses, water tanks or other means of water transportation. The CITY agrees to provide the water at no cost for the duration of the event.

16. INDEMNIFICATION.

DCF agrees to indemnify, defend and hold harmless the CITY, its agents, officers, representatives, consultants, attorneys, contractors, assigns and employees from and

against any and all claims, causes of action, liability, loss, damages, costs and expenses, including but not limited to legal fees, attorneys' fees, and court costs, arising directly or indirectly out of, or in any way related to, any acts of **DCF**, its employees, agents, servants, subcontractors, licensees, or assignees. This clause shall survive the termination of this Agreement.

17. INSURANCE.

DCF shall maintain general liability and dram shop insurance which will cover the operation of the **SOUNDSTAGE AREA**, a copy of which is attached as Exhibit C. **DCF** shall name the **CITY** as additional primary insured without right of subrogation on both insurance policies. **DCF** shall provide to the **CITY** a Certificate of Insurance for both policies no later than thirty (30) days prior to the festival. All required policies of insurance shall be provided by companies licensed to do business in the State of Illinois and have a minimum A rating in the "Best's Key Rating Guide." Policy minimums are as follows:

Comprehensive General Liability

- a. Bodily Injury Liability and Property Damage Liability: **DCF** shall be insured for injury or wrongful death to any persons and for all damages arising out of injury or destruction of property for \$1,000,000 combined single limit.
- b. Liquor Liability: **DCF** shall be required to carry a minimum of \$1,000,000 of dram insurance. **DCF** will also have a "common law" endorsement on the policy.
- c. All said policies shall be endorsed to provide that they shall not be cancelled or materially changed without ten (10) days' prior written notice to the **CITY**. Further, **DCF** assumes all risk loss, damage or injury, by fire or otherwise, to persons or property, by reasons of the management, control or operation of the **SOUNDSTAGE AREA** by **DCF** and hereby releases the **CITY**, its officers, agents, assigns, representatives, consultants, attorneys, contractors and employees from any and all claims for such loss, damage or injury sustained by **DCF** or by any person whatsoever.

18. RESTRICTION ON VENDORS.

DCF shall not allow any vendor which has an outstanding debt due to the **CITY** to participate in the festival and shall confirm a vendor list with the **CITY** at least two weeks prior to the festival, for purposes of complying with this requirement. All vendors shall comply with all applicable City rules and regulations, including but not limited to those pertaining to the collection and remittance of taxes and fees.

19. TERM OF AGREEMENT.

This Agreement shall be for the period of the 2020 DeKalb Corn Festival. Notwithstanding the foregoing, any provision of this Agreement that relates to an ongoing obligation of DCF (e.g. indemnification requirements) shall have a term not less than the applicable statute of limitation for any potential claim that could be filed, plus two years.

20. NOTICE.

Whenever any notice is required by this Agreement to be made, given or transmitted to the parties hereto, such notice shall be deemed to have been given if enclosed in an envelope with sufficient postage attached to insure delivery by certified mail, return receipt requested and deposited in the United States mail, addressed to:

DeKalb Corn Fest, Inc.
Attention: Lisa Angel
P.O. Box 948
DeKalb, Illinois 60115

City of DeKalb
Attention: City Manager's Office
200 S. Fourth Street
DeKalb, Illinois 60115

or such other place as any party in writing shall designate.

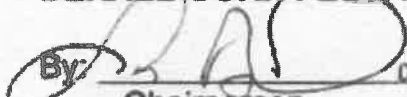
21. LICENSE TO UTILIZE PROPERTY.

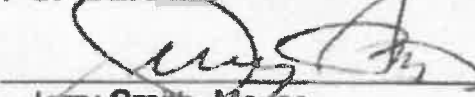
DCF shall be granted a license to utilize City-owned property for purposes of the event and may utilize fencing or other access control measures to restrict access to certain portions of the event, including but not limited to amusement/carnival rides, the soundstage area and liquor service areas. Within such area, DCF shall have the ability to grant or restrict access, and to prohibit persons from entry where such persons engage in unlawful or disruptive conduct.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

DEKALB CORN FEST, INC.

CITY OF DEKALB

By: 
Chairperson

By: 
Jerry Smith, Mayor

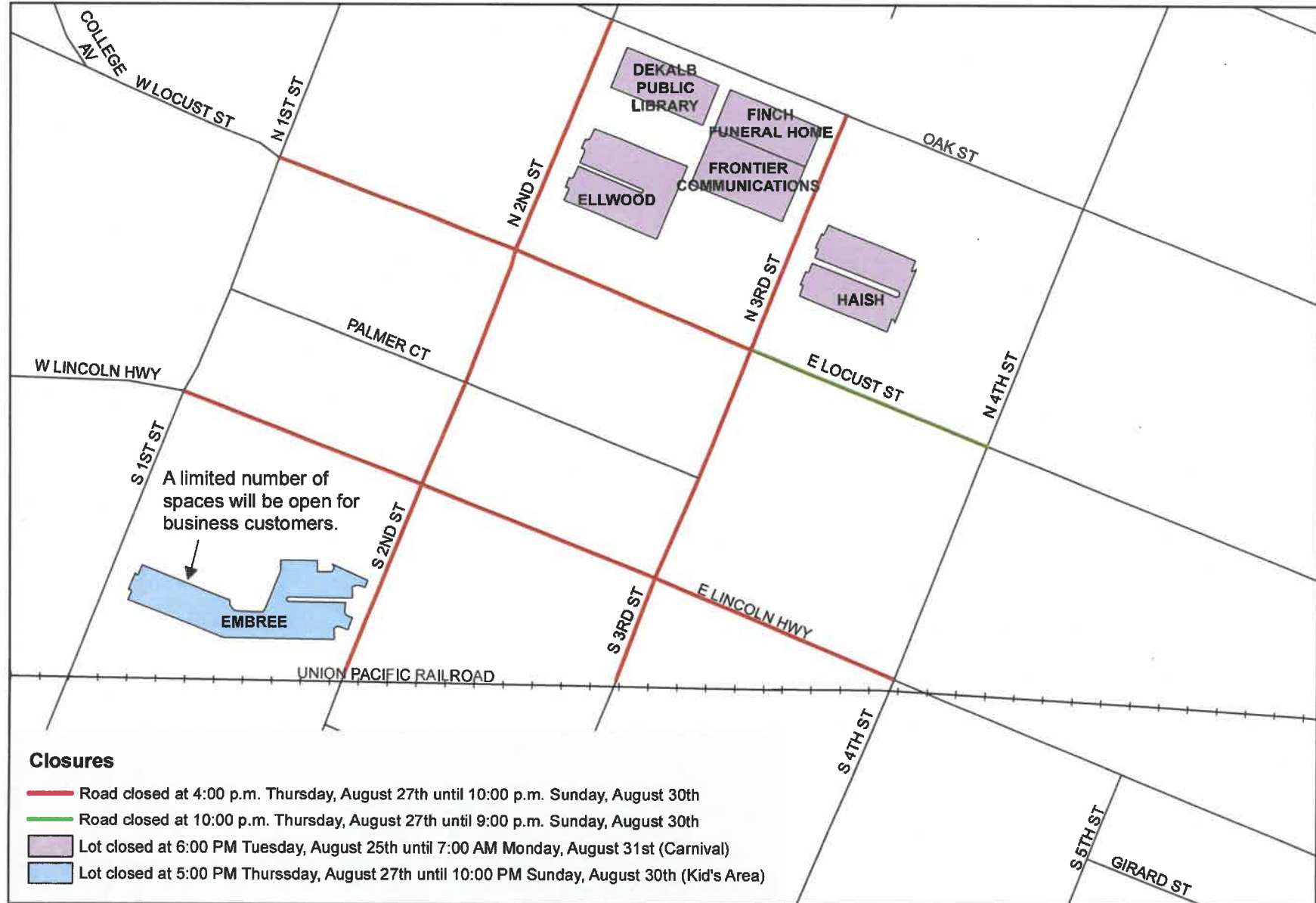
Print Name: Lisa Angel





EXHIBIT B

Corn Fest 2020 - Street & Parking Lot Closures



File: \Cornfest\Cornfest Street & Lot Closures.mxd
Created: 5/14/2020 DJE



EXHIBIT C
CERTIFICATES OF INSURANCE

- Certificate of Liability Insurance – IL Department of Transportation
- Certificate of Liability Insurance – IL Liquor Control Commission
- Certificate of Liability Insurance – City of DeKalb

All Certificates of Liability Insurance will be provided to the City of DeKalb no later than June 15, 2020.

License No.: 2020-0832

COPY



PENP Special Event Permit

In accordance with Chapter 38.19 of the DeKalb Municipal Code, I, Jerry Smith, Mayor/Liquor Commissioner for the City of DeKalb, hereby grant permission and allow **the DeKalb Corn Fest, Inc.**, located at **P.O. Box 948, DeKalb, Illinois 60115**, to hold a PENP Special Event as follows:

Location of the Event: 210 E. Locust Street, DeKalb, Illinois

Date(s) and Time(s) of the Event: Between the hours of 3:00 p.m. on August 28, 2020, and ending at 6:00 p.m. on August 30, 2020.

Witness the hand of the Local Liquor Control Commissioner and the Corporate Seal thereof, this 27th day of May 2020.




Jerry Smith, Mayor/Liquor Commissioner

LICENSE IS NOT TRANSFERABLE BY SALE OR ASSIGNMENT. POST LICENSE ON PREMISES.



FOR CITY USE ONLY

DATE APPLICATION RECEIVED:	5-1-2020
CLASS OF LICENSE:	"PENP" Special Event Permit
PENP SPECIAL EVENT PERMIT APPLICATION FEE: Make check or money order payable to the "City of DeKalb"	\$213.00 (Non-Refundable).
DATE PAID:	5-1-2020
CASH:	
CHECK NO.	5002
LICENSE NO.:	2020-0832

"PENP" SPECIAL EVENT PERMIT APPLICATION

Reference City of DeKalb Municipal Code

Chapter 38 "Intoxicating Liquors"

Section 38.19 "Non-Profit Special Event Permit"

THE APPLICATION FOR A PENP SPECIAL EVENT PERMIT SHALL BE MADE AT LEAST 30 DAYS BEFORE THE DATE OF THE PROPOSED EVENT.

This application can only be applied for by a Not-for-Profit organization.

All applicants must fully and accurately complete this application form. Respond to all questions on the application and furnish all required supporting documents. Failure to do so will result in the rejection of the application and non-issuance of a City of DeKalb's "PENP" Special Event Permit.

[Handwritten signatures and scribbles]



"PENP" SPECIAL EVENT PERMIT APPLICATION

(PLEASE TYPE OR PRINT LEGIBLY)

The undersigned hereby makes application for a "PENP" Special Event Permit for the Aug. 28-30 day of August, 2020, between the hours of 3pm Aug 28 and 6pm Aug 30.

1. APPLICANT INFORMATION

A. APPLICANT MUST BE A NOT-FOR-PROFIT ORGANIZATION

Enter the name, address and telephone number of the Not-for-Profit organization. Note: This name must be consistent with the name printed on your Illinois Department of Revenue Sales Tax Registration Certificate.

Name			
DeKalb Corn Fest, Inc.			
Address	City	State	Zip Code
P.O. Box 948	DeKalb	IL	60115
Telephone No. (with Area Code)			

B. Date of Incorporation: 7/95

Objects for which it was organized: Community Festival

C. Has Applicant had a "PENP" Special Event Permit in the previous 365 days?

☒ Yes ☐ No

If yes, on what date(s): Aug. 2019

2. LOCATION WHERE THE EVENT IS TO BE HELD:

Enter the name, address and telephone number of the location of the event.

Name of Event	Date(s) of Event	Time of Event	Expected Attendance
DeKalb Corn Fest	8/28-8/30	8/28-3-11 8/29-11-11 8/30-11-5	10,000
Address	City	State	Zip Code
210 E. Locust St. (Downtown DeKalb)	DeKalb	IL	60115
Telephone No. (with Area Code)			

Does the applicant own the premises for which a license is being sought?

☐ Yes ☒ No

If "no", list name and address of the owner of the premises:

Owner Name			
N/A			
Address	City	State	Zip Code
Telephone No. (with Area Code)			

3. PERSON IN CHARGE OF EVENT (if other than Officers listed below)

Please list the name, address and telephone number of the person in charge of conducting this event, if other than officers listed below. Before completing this section, refer to "Eligibility" below.

Name (Last, First, Middle Initial)			
See below			
Home Address	City	State	Zip Code
Telephone No. (with Area Code)	Cellular No. (with Area Code)		

4. OFFICERS OF NOT-FOR-PROFIT ORGANIZATION

Please list the name, address and telephone number of the officers of the organization and their title/position. (Please use a separate piece of paper if additional space is needed.) Before completing this section, refer to "Eligibility" below.

1. Name (Last, First, Middle Initial)			
Angel, Lisa A.			
Home Address	City	State	Zip Code
Telephone No. (with Area Code)	Cellular No. (with Area Code)		

2. Name (Last, First, Middle Initial)			
Lowe, Shawn			
Home Address	City	State	Zip Code
Telephone No. (with Area Code)		Cellular No. (with Area Code)	

3. Name (Last, First, Middle Initial)			
Lauritzen Kristina			
Home Address	City	State	Zip Code
Telephone No. (with Area Code)		Cellular No. (with Area Code)	

4. Name (Last, First, Middle Initial)			
Coulter, Christi			
Home Address	City	State	Zip Code
Telephone No. (with Area Code)		Cellular No. (with Area Code)	

5. ELIGIBILITY QUESTIONS

These questions apply to the officers and person in charge of this event listed and any other person listed under Sections 3 and 4 above and must be answered for all persons. Please make extra copies of the questions for each person answering. If the questions are not answered, the application will be rejected. If any question is checked "yes", a written, detailed explanation is required and must be attached to this application.

- A. ☐ Yes ☒ No Have you had any previous liquor license revoked?
- B. ☐ Yes ☒ No Have you ever been convicted of a felony, or convicted of being the keeper of or are keeping a house of ill fame; ever been convicted of pandering or other crimes or misdemeanor opposed to decency and morality? (PLEASE NOTE that applicant is not required to disclose any sealed or expunged convictions.)
- C. ☐ Yes ☒ No Have you ever been convicted of a gambling offense as defined under the section 5/16-2 of the act which includes offenses enumerated in 720 ILCS 5/28-1(a)1-11, "gambling", 720 ILCS 5/28-1.1(a)-(d) "syndicated gambling", and 720 ILCS 5/28-3 "keeping a gambling place"? (PLEASE NOTE that applicant is not required to disclose any sealed or expunged convictions.)

- D. ☐ Yes ☒ No Have you ever been convicted of a violation of any federal, state or local law concerning the manufacture, possession or sale of alcoholic liquor?
- E. ☐ Yes ☒ No Do you have a pending criminal charge for any violation listed in items A through C above?
- F. ☐ Yes ☒ No Does any law enforcing public official, or member of the DeKalb City Council have any interest in any way, either directly or indirectly, in the sale or distribution of alcoholic liquor for which this license is sought?
- G. ☐ Yes ☒ No Do you directly or indirectly publish, circulate, or display any written communication, the intent and effect of which is to deny any person the full and equal enjoyment of the organization and/or the proposed licensed facilities and/or services because of race, color, religion, sex or national origin?
- H. ☐ Yes ☒ No Does the applicant's not-for-profit's organization's international, national, state or local constitution, bylaws, articles or other official documents deny to any person the full and equal enjoyment of the organization and/or the proposed licensed facilities and/or services because of race, color, religion, sex or national origin?

6. LIVE ENTERTAINMENT

Are you planning on having Live Entertainment at your event? ☒ Yes ☐ No

If yes, check the box for a Live Entertainment Permit.

☒ Live Entertainment

Applicants for a "PENP" Special Event Permit that also seek the issuance of a Live Entertainment Permit shall be exempt from the payment of any additional permit fees.

Please give detailed description of the following:

NOTE: Outdoor live entertainment must end at 10:00 p.m. Sunday through Thursday nights and 11:00 p.m. on Friday and Saturday nights.

Name of Entertainer or Business
DeKalb Comm Fest
Address
Po Box 948 DeKalb IL 60115
Contact Person
Shawn Lyle
Telephone No. (with Area Code)

Name of Promoter (if applicable)

Address

Website

Telephone No. (with Area Code)

Detailed description of proposed live entertainment activities.

Has this entertainer or business performed in the City of DeKalb within the last year?

☐ Yes ☒ No

If yes, list the date(s), and location(s) of the event(s):

7. INFORMATION ABOUT EVENT AND REQUIRED ATTACHMENTS

- A. Is the event going to be: ☐ In-Doors ☒ Out-of Doors

List square footage and attach a drawing of the premises to be licensed.

- B. Outline procedure to be used to contain consumption of liquor to be licensed premises, control littering and what type of restroom facilities will be provided:

Beer garden/soundstage area is fenced in with Port-a-potties, sinks within this area. Lakeshore Recycling will be on premise for all garbage and bathroom maintenance during fest

- C. On the attached "Liquor Supervisors for a "PENP" Special Event Permit" (page 9), list a minimum of five (5) liquor supervisors for every one-hundred (100) persons in attendance during the hours of the license. Liquor Supervisors shall be members of the organization holding the license.

- D. Attach a copy of a plot plan showing the lot or tract of land where the event will be held, including any existing or proposed structure (including accessory structures) thereon, location of existing or proposed easements, fire lanes, parking arrangements and vehicle access points, electrical supply sources, location of portable fire extinguishers, location of refuse and portable restroom facilities, any existing as well as proposed screening or barricading and a detailed description of available means of egress or temporary alteration thereof;

- E. Attach a copy of a Certificate of Dram Shop Insurance showing that event site is covered therein, event address and the date of the event with the City of DeKalb listed as an additional insured; -Comes in the pending

- ced
agr. → F. Attach copies of letters of permission by any property owner affected that may necessitate the acquisition of temporary easements, use of leased land or as otherwise required, and

- G. Building permit applications shall be submitted and signed by licensed and bonded contractors (where required, contact Public Works Building and Code Division, City of DeKalb) in accordance with DeKalb Municipal Code provisions. Provide a detail of any temporary or permanent changes and/or deletions to any structural, electrical, mechanical or plumbing systems necessary to conduct an Outdoor Special Event.

- H. Applicant must provide proof of obtaining a Special Event permit from the State of Illinois Liquor Control Commission before the start date of the special event.

Pending
Council
Approval
and State
Approval

8. INSPECTION OF PREMISES

The undersigned understands that property maintenance inspections and fire/life safety code inspections shall be performed prior to the issuance of the "PENP" Special Event Permit and shall make themselves and the event location available for said inspections, and further understands that in the event that the application results in the need for an inspection by City inspection staff after 5:00 p.m. on Monday through Friday, or on Saturday, Sunday or a City recognized holiday, an additional fee of Two Hundred ~~7~~ ^{fifteen} Dollars (\$213.00) shall be submitted prior to issuance of permit.

9. SIGNATURE/TITLE/DATE

Please sign and date the application form and provide your title with the organization. An owner, an officer, a partner or an officially authorized agent of the business must sign the application. The signature must be an original - rubber stamps are not accepted.

I(WE), THE UNDERSIGNED BEING DULY SWORN, HEREBY STATE(S) THAT I(WE) UNDERSTAND THAT ALCOHOLIC BEVERAGES MAY NOT BE SOLD OR OFFERED FOR SALE PRIOR TO THE DATE THE CITY OF DEKALB'S LIQUOR LICENSE IS ISSUED AND THAT THE MATTERS STATED IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT; THEY ARE MADE UPON MY PERSONAL KNOWLEDGE AND INFORMATION; THEY ARE MADE FOR THE PURPOSE OF REQUESTING THE CITY OF DEKALB TO ISSUE THE LICENSE HEREIN APPLIED FOR; THE APPLICANT IS QUALIFIED AND ELIGIBLE TO OBTAIN THE LICENSE APPLIED FOR; AND THE APPLICANT WILL NOT VIOLATE ANY OF THE LAWS OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, OR THE CITY OF DEKALB, IN PARTICULAR, THE ILLINOIS LIQUOR CONTROL ACT, CITY OF DEKALB'S LIQUOR ORDINANCE - CHAPTER 38, CITY OF DEKALB'S ORDINANCES, RULES AND REGULATIONS, AND THE CIVIL RIGHTS THEREOF.

[Signature]
Signature of Applicant/Authorized Agent

Administrator
Title/Position

Lisa [Signature]
Print Name

5/1/2020
Date

[Signature]
Signature of Applicant/Authorized Agent

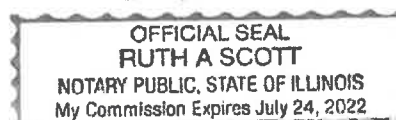
5-1-20
Title/Position

Kristina Laursen - Treasurer
Print Name

5-1-20
Date

Subscribed and sworn before me this 1st day of May, 20 20.

[Signature], Notary Public



LIQUOR SUPERVISORS FOR A "PENP" SPECIAL EVENT PERMIT

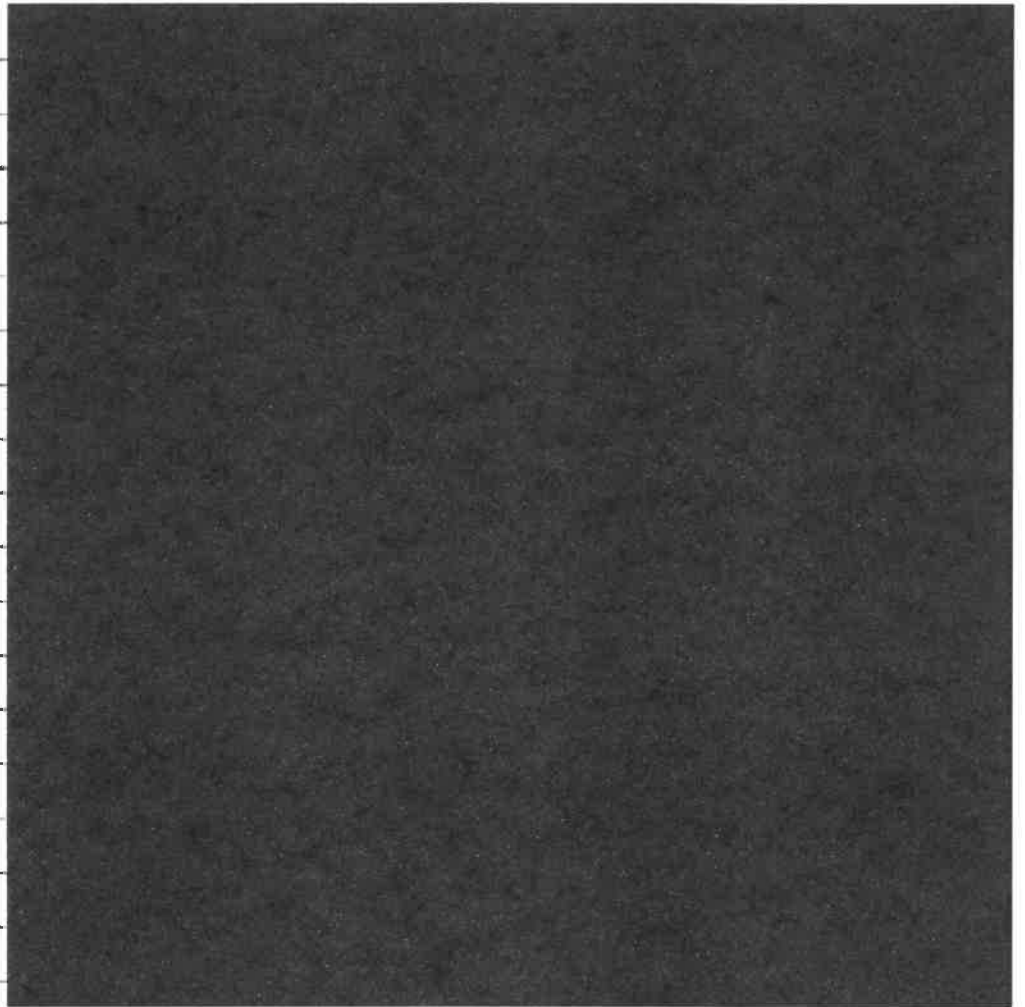
Name of Event: DeKalb Com Fest License No.: _____

Date of Event: Aug 23 - 25th 2019 Time of Event: 8/23 - 3pm until 6pm 8/25

Address of Event: 210 E. Locust St. DeKalb, IL 60015

List name and addresses of each Liquor Supervisor (there must be 5 liquor supervisors for every 100 persons):

Lisa Angel
Shawn Lowe
Melissa Butts
Joe Butts
Cary Butts
Dave Repp
Corinne Repp
Ben Coulter
Christy Coulter
Kristina Lauritzen
Guthrie Swanson
Mike Chammas
Karen Tsham
Phillip Peterson
Dave Johnson
Alice Freier
Brian Reynolds
Dawn Reynolds







200 South Fourth Street
DeKalb, IL 60115
(815) 748-2000
<https://www.cityofdekalb.com/>

Business Address:
DEKALB CORN FEST INC.
LISA ANGEL
[REDACTED]

INVOICE NO.

00002972

State Tax ID**License #**

2020-0832

Invoice Date

05/12/2020

Due Date

05/12/2020

Amount Due

\$213.00

<u>Invoice #:</u>	<u>License #:</u>	<u>License Type:</u>	<u>Application Date:</u>	<u>Expiration Date:</u>
00002972	2020-0832	SPECIAL EVENT LICENSE	05/12/2020	08/30/2020
<u>Fee Description</u>				<u>Amount Due</u>
NON-PROFIT SPECIAL EVENT (PER EVENT)				\$213.00

Remit to:

City of DeKalb
200 South Fourth Street
DeKalb, IL 60115

RETURN LOWER PORTION WITH YOUR PAYMENT

Invoice Number:

00002972**Billing/Mailing Address:**

DEKALB CORN FEST INC.
LISA ANGEL
[REDACTED]

Billing/Invoice Date: 05/12/2020**Total Due:** \$213.00**Due Date:** 05/12/2020

RECEIPT

City of DeKalb
200 South Fourth Street
DeKalb, IL 60115

Paid By:
DEKALB CORN FEST INC.

Receipt #	Post Date
00002783	05/14/2020

Business ID
349

Cashier
AMY.FRANTZ

Payment Method
Check 5002

License Number	Invoice #	Description	Fee ID	Amount Paid
2020-0832	00002972	NON-PROFIT SPECIAL EVENT (PER EVENT)	NONPRO	213.00

Total Amount Paid
213.00