

RESOLUTION 2020-094

PASSED: AUGUST 24, 2020

AUTHORIZING AN AGREEMENT WITH DEKALB CORN CLASSIC AND KISHWAUKEE SUNRISE ROTARY CLUB FOR THE 2020 DEKALB CORN CLASSIC 5K/10K AND TASTE OF DEKALB EVENTS ON SEPTEMBER 27, 2020.

WHEREAS, the City of DeKalb 2025 Strategic Plan has set the vision for the City to develop a positive, asset-based identity and brand for DeKalb; and

WHEREAS, furthermore the 2025 Strategic Plan has set the goal to partner with stakeholder groups, organize, and encourage and participate in community events; and

WHEREAS, the DeKalb Corn Classic 10k has been a long-standing annual event in the City; and

WHEREAS, the Taste of DeKalb is an event that highlights local restaurants and food trucks; and

WHEREAS, an agreement detailing the use of public rights of way to operate the 2020 Corn Classic 5k / 10k and Taste of DeKalb is attached to this resolution;

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

SECTION 1: That the Mayor of the City of DeKalb, Illinois, is authorized and directed to execute an agreement with DeKalb Corn Classic and Kishwaukee Sunrise Rotary Club to host the DeKalb Corn Classic 5k / 10k and Taste of DeKalb events to be held on September 27, 2020, a copy of which is attached hereto and made a part thereof, subject to such changes as shall be acceptable to the Mayor on the advice of the City Manager.

SECTION 2: If current restrictions on gatherings of 50 or more persons persist due to the current COVID-19 constraints, the event will not be permitted.

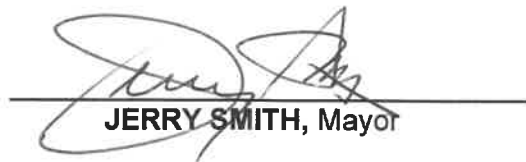
SECTION 3: That the City Clerk or Executive Assistant of the City of DeKalb, Illinois, be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 24th day of August 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:



RUTH A. SCOTT, Executive Assistant



JERRY SMITH, Mayor



**DeKalb Corn Classic and
Taste of DeKalb 2020
Agreement**

This Agreement is made and entered into this 24th day of August 2020, by and among DeKalb Corn Classic of DeKalb, IL (hereinafter referred to as "DCC"), the Kishwaukee Sunrise Rotary Club of DeKalb, IL (hereinafter referred to as "KSRC"), and the City of DeKalb, an Illinois municipal corporation (hereinafter referred to as "CITY").

WITNESSETH: WHEREAS DCC, a 501c3 corporation and KSRC, a 501c4 corporations, are the official sponsors of the DeKalb Corn Classic 10K and Taste of DeKalb event, located in DeKalb, IL; and as such sponsors have the authority to enter into an agreement for the provision of services at said events;

WHEREAS, DeKalb Corn Classic 5K / 10K will be held on public rights of ways throughout DeKalb, Illinois, as reflected on the attached Exhibits A1 and A2 (hereinafter referred to as "the Course"), permission is granted for the closure of several streets and parking lots;

WHEREAS, Taste of DeKalb will be held at a location in Downtown DeKalb, Illinois, as reflected on the attached Exhibit B (hereinafter referred to as "the Premises");

WHEREAS, DCC and KSRC wishes to use a portion of the Premises to operate a Event Area (hereinafter referred to as the "EVENT AREA") during the post-race activities for the DeKalb Corn Classic 5K / 10K Race and Taste of DeKalb event; and,

WHEREAS, the CITY has agreed to allow DCC and KSRC to use a portion of the Premises and the Course only for the above-stated reasons 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

DCC shall be responsible for the set up and take down of all barricades associated with street closures along the Course where required by the City. For intersections where barricades are not required, DCC will be responsible for having a volunteer present during the race to act as a flagger for motorists and pedestrians.

DCC will be permitted to place barricades in the Right of Way no earlier than 6:00 a.m. on Sunday, September 27, 2020.

The CITY shall provide required barricades at designated locations prior to 6:00 a.m. Sunday, September 27, 2020.

DCC will remove barricades and return them to designated areas after a point which the last runners have passed or it has been deemed safe to reopen streets, with no streets along the Course remaining closed after 10:00 a.m. Sunday, September 27, 2020.

The streets that are permitted to be closed between the hours of 6:00 a.m. and 10:00 a.m. on Sunday, September 27, 2020, shall include the following:

- 3rd Street between Grove and Roosevelt Streets;
- Roosevelt Street between 3rd Street and Gurler Street;
- 2nd Street between Roosevelt Street and Sunset Place, except for at Taylor Street where the CITY shall assist with temporary closures to allow for runners to cross;
- Sunset Place between 2nd Street and Alden Circle except for at 1st Street where the CITY shall assist with temporary closures to allow for runners to cross;
- College Avenue between the DeKalb Nature Trail and Castle Drive;
- Stadium Drive between the eastern most cul-de-sac and Huskie Stadium, except for at Annie Glidden Road where the CITY shall assist with temporary closures to allow for runners to cross;
- Stadium Drive W between Stadium Drive N and Lucinda Avenue;
- Lucinda Avenue between Stadium Drive N and Woodley Road, except for at Annie Glidden Road where the CITY shall assist with temporary closures to allow for runners to cross;
- Woodley Road between Lucinda Avenue and Rolfe Road;
- Rolfe Road between Woodley Road and Linden Place;
- Linden Place between Rolfe Road and Augusta Avenue;
- Augusta Avenue/Pine Street between Linden Place and 2nd Street, except for at 1st Street where the CITY shall assist with temporary closures to allow for runners to cross;
- 2nd Street between Pine Street and Locust Avenue.

The CITY shall also permit the closure of the following streets between the hours of 6:00 a.m. and 7:00 p.m. on Sunday, September 27, 2020 for the purpose of post-race activities associated with the DeKalb Corn Classic 10K Race and Taste of DeKalb and the plan outlined in the Premises:

- Locust Street between 2nd Street and the northern entrance to the property located at 155 North 3rd Street;
- 2nd Street between Locust Street and Palmer Court;
- Palmer Court between 2nd and 3rd Streets.

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

The CITY will close Frank Van Buer Plaza from 6:00 a.m. to 7:00 p.m. Sunday, September 27, 2020. The CITY will post notice of the parking lot closure 48 hours in advance of the closure.

USE OF CITY RIGHT OF WAY – AGREEMENT AUTHORIZATION FOR USE OF "PREMISES" FOR EVENT AREA – DCC and KSRC are granted the use of a designated portion of the Premises to operate the 2020 DeKalb Corn Classic 5K / 10K and Taste of DeKalb events on Sunday, September 27, 2020.

DCC and KSRC will be required to apply for and have approved, individual Non-Profit Special Event liquor licenses for the operation of the EVENT 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 DCC's and KSRC's operations, with the exceptions outlined in Section 8 of this agreement.

The EVENT AREA shall be open to the public during the following hours: Sunday, September 27, 2020 – 8:00 a.m. to 6:00 p.m. DCC and KSRC shall stop dispensing alcohol at the scheduled time of the EVENT AREA closure and is responsible for removing all patrons from the EVENT AREA no later than 60 minutes after closure.

3) LOCATION AND TIME OF SET UP/REMOVAL

DCC shall be responsible for the setup and take down of any barricades associated with street closures for the Course. DCC and KSRC shall be responsible for the set up and tear down of the EVENT AREA site. DCC and KSRC shall be allowed to begin set up of the EVENT 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. DCC and KSRC must have everything used to facilitate the EVENT AREA'S operation (including litter within the designated area) completely removed from said site at 9:00 p.m. on Sunday, September 27, 2020, except for port-o-potties which will be removed by 12:00 p.m. the following day.

4) ASSIGNMENT AND/OR TRANSFER OF OBLIGATION

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

5) RIGHT TO USE A DESIGNATED AREA OF PREMISES

DCC and KSRC shall have the right to use a designated area of the Premises in which to stage the EVENT 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 DCC and KSRC shall be grounded in accordance with locally-adopted ordinance requirements. DCC and KSRC shall not use any electrical equipment supplied by the CITY for any use other than what is necessary to operate the EVENT AREA.

6) LIQUOR DISTRIBUTOR

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

7) SPONSORSHIP

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

8) BEVERAGE SALES AND CONSUMPTION

DCC and KSRC will be responsible for verifying age requirements for all participants and attendees of the DeKalb Corn Classic 5K / 10K and Taste of DeKalb, and will issue a non-transferrable wristband that is required to be worn by all persons consuming alcohol. All alcohol consumption must take place within the EVENT AREA, but is not required to comply with the Chapter 38 requirement for fencing of a designated area for consumption. DCC and KSRC will

be responsible for posting signage notifying attendees as such, subject to final approval by the CITY's Policy Department the day of the event. DCC and KSRC will also provide volunteers to monitor the perimeter of the EVENT AREA to prevent attendees from exiting the area with an open container.

DCC, KSRC, or their contracted vendor will be permitted to begin distribution of alcohol no earlier than 8:00 a.m. and no later than 6:00 p.m. on Sunday, September 27, 2020. DCC will be permitted to contract with a vendor to provide alcoholic beverages between the hours of 8:00 a.m. and 10:30 a.m. free of charge for attendees of the DeKalb Corn Classic 5K / 10K. After 10:30 a.m. all alcoholic beverages will be for purchase only and KSRC will assume responsibility for verifying attendees' age and monitoring the EVENT AREA to ensure responsible consumption and compliance with applicable laws.

The size and price structure for all EVENT AREA beverage sales shall be determined by DCC and KSRC in accordance with Chapter 38 of the DeKalb Municipal Code, with the exceptions outlined herein. In accordance with the City of DeKalb Municipal Code Chapter 60, Restaurant, Bar, and Package Liquor tax, subsection 60.02 Imposition of Tax, the DCC and KSRC are not required to pay Restaurant and Bar tax due to its non-profit status and limited timeframe of liquor sales. In addition, DCC and KSRC will make a presentation which overviews the events to the City Council at a City Council Regular Meeting during 2020.

9) LICENSURES

DCC and KSRC 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 DCC and KSRC under the terms of this Agreement. Further, DCC and KSRC agree to abide by all applicable federal, state and local laws and regulations of public agencies with jurisdiction over the activities of the EVENT AREA.

DCC and KSRC shall comply with all regulations, rules or restrictions established by the Premises Manager. DCC and KSRC shall also comply with all regulations applicable to the operation of any motor vehicle associated with the events. In addition, all DCC and KSRC 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, DCC and KSRC 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.

10) ENTRY FEE

DCC and KSRC shall have the right and authority to require an entry fee from patrons in order to enter the EVENT AREA. DCC and KSRC shall be responsible for collecting the entry donation from all EVENT AREA patrons. The amount of the entry fee will be determined by DCC and KSRC.

11) REST ROOM FACILITIES

DCC and KSRC shall also be responsible for supplying an appropriate number of port-a-potties which will be located within the EVENT AREA parameters. The location of these will be at the discretion of the CITY.

12) EVENT AREA STAFFING

It is the responsibility of DCC and KSRC to insure that an appropriate level of staffing is secured in order to provide every EVENT AREA patron a safe and orderly environment. At all times during the events that the EVENT AREA is operational, DCC and KSRC will staff the EVENT AREA operations inside the parameters of the EVENT AREA with an appropriate and adequate number of staff members or volunteers to ensure careful and reasonable monitoring of all alcohol consumption. DCC and KSRC hereby acknowledges that their staff will at all times respect the patrons enjoying the events and will ensure that at no time shall any of the staff consume alcoholic beverages while working. In addition, DCC and KSRC shall ensure that, at all times the EVENT 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 EVENT 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 during the events.

13) WATER USAGE

The City of DeKalb Water Division will be responsible for providing garden-hose-sized connections for water use, if necessary. 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.

14) INDEMNIFICATION

DCC and KSRC agree 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 DCC and KSRC, its employees, agents, servants, subcontractors, licensees, or assignees. This clause shall survive the termination of this Agreement.

15) INSURANCE

DCC and KSRC shall maintain general liability and dram shop insurance which will cover the operation of the EVENT AREA. DCC and KSRC shall name the CITY as additional primary insured without right of subrogation on both insurance policies. DCC and KSRC 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: DCC and KSRC 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: DCC and KSRC shall be required to carry a minimum of \$1,000,000 of dram insurance. DCC and KSRC 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, DCC and KSRC 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 EVENT AREA by DCC and KSRC 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 DCC and KSRC or by any person whatsoever.

16) RESTRICTION ON VENDORS

DCC and KSRC shall not allow any vendor which has an outstanding debt due to the CITY to participate in the events, and shall confirm a vendor list with the City at least two weeks prior to the events, 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.

17) TERM OF AGREEMENT

This Agreement shall be for the period of the 2020 DeKalb Corn Classic 5K / 10K and Taste of DeKalb. Notwithstanding the foregoing, any provision of this Agreement that relates to an ongoing obligation of DCC and KSRC (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.

18) 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 Classic Race Director, PO Box 327, DeKalb, IL 60115

Kishwaukee Sunrise Rotary Club President, PO Box 1031, DeKalb, IL 60115

City of DeKalb, City Manager's Office, 164 E. Lincoln Highway, DeKalb, IL 60115; or such other place as any party in writing shall designate.

19) CHANGES IN COURSE OR TIMING

In recognition of the potential that road conditions, weather or other factors may influence street routing, 5K / 10K timing, or Taste of DeKalb event timing, the City manager is authorized and directed to review and approve any requests from DCC or KSRC to alter any of the timing

contemplated herein, to extend or modify the road closures contemplated herein, or to alter the nature or configuration of any road closures or areas dedicated for use of the DCC or KSRC under this Agreement, without requirement of further City Council approval.

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

DEKALB CORN CLASSIC

By:  _____, President

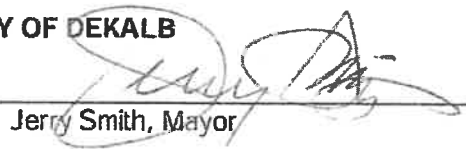
Printed Name: Robert Cohen Barnes

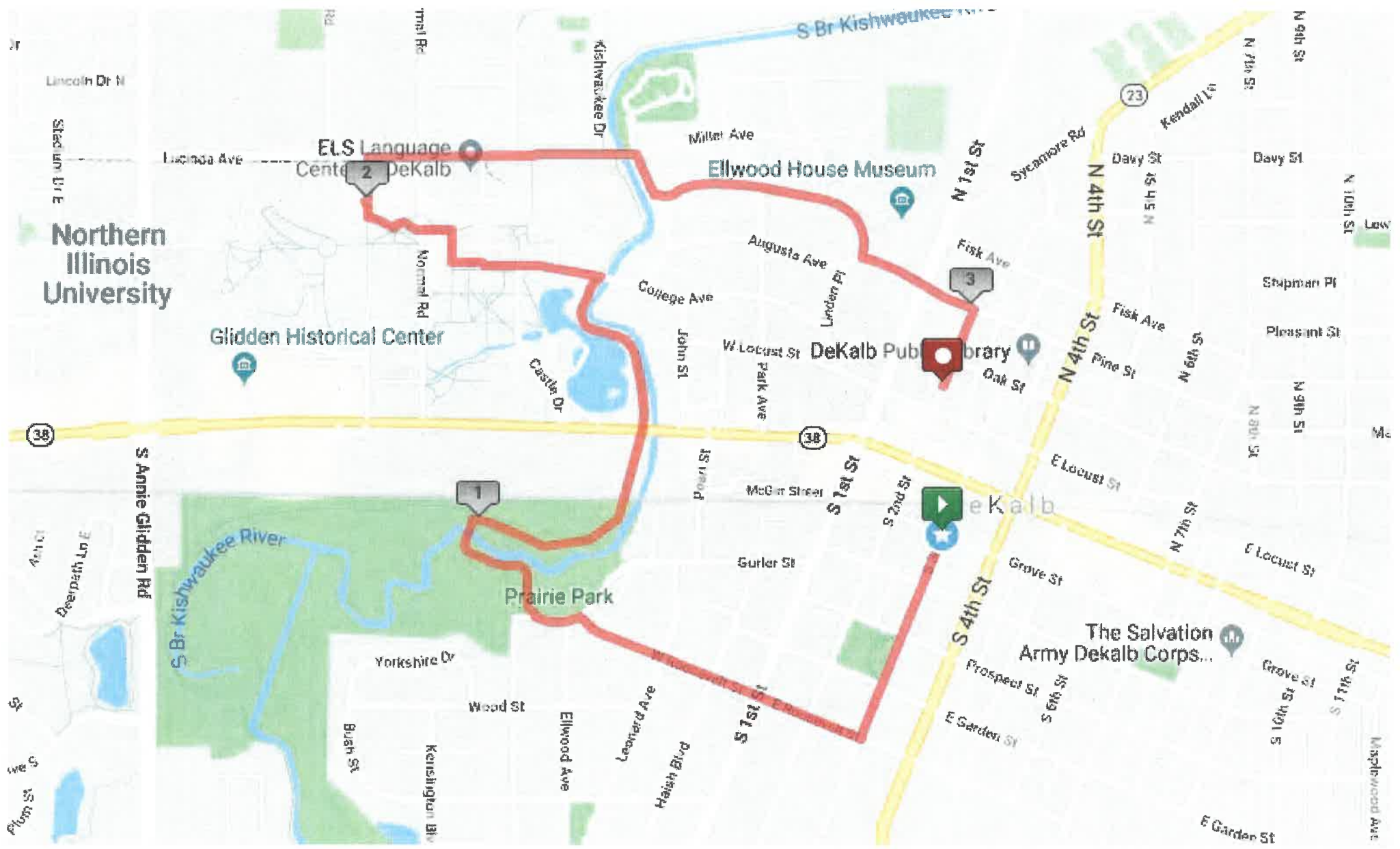
KISHWAUKEE SUNRISE ROTARY CLUB

By:  _____, President

Printed Name: EARL J. SEAVER

CITY OF DEKALB

By:  _____
Jerry Smith, Mayor



Northern Illinois University

ELS Language Center

Ellwood House Museum

DeKalb Public Library

Prairie Park

The Salvation Army DeKalb Corps

Glidden Historical Center

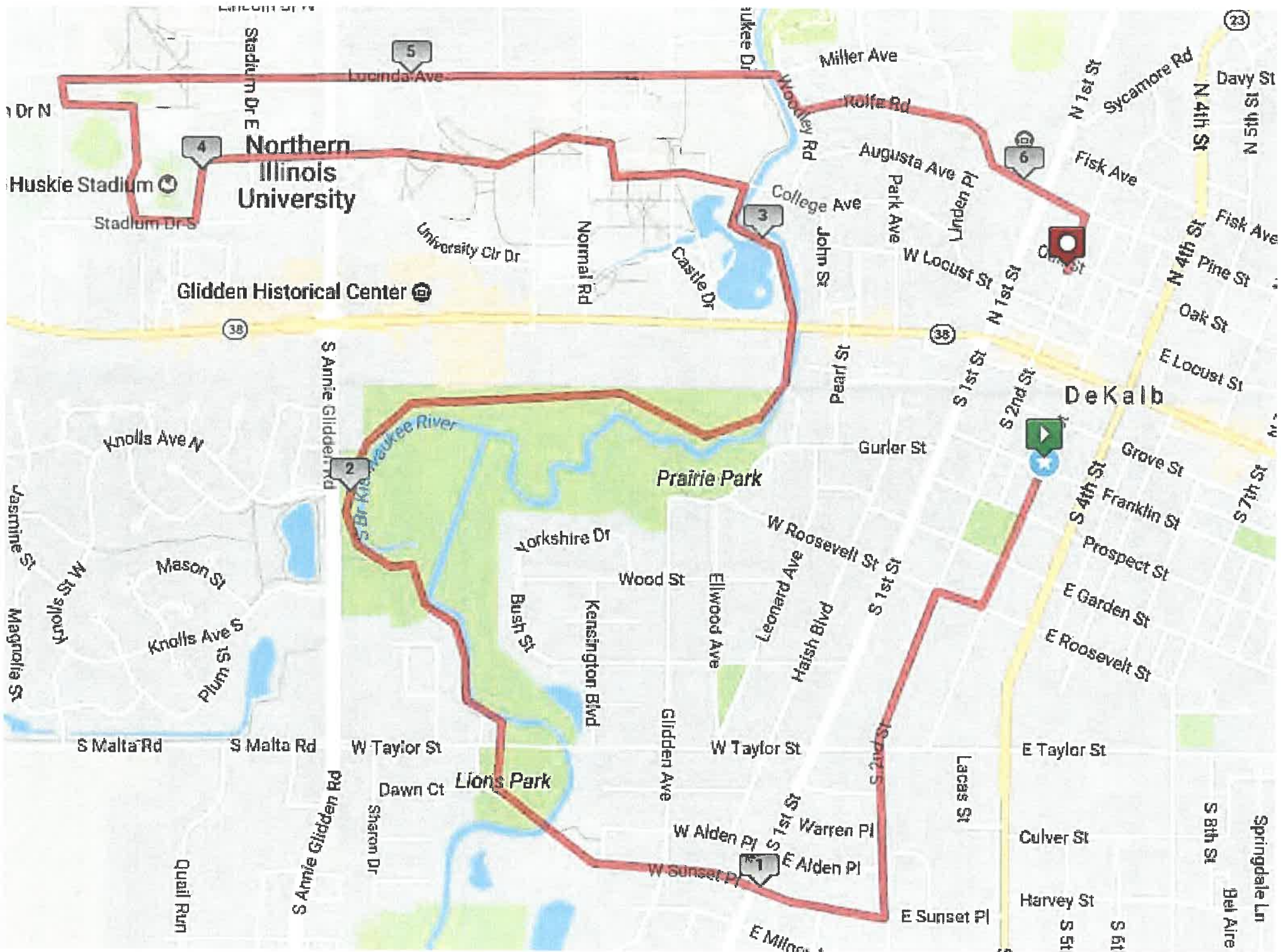
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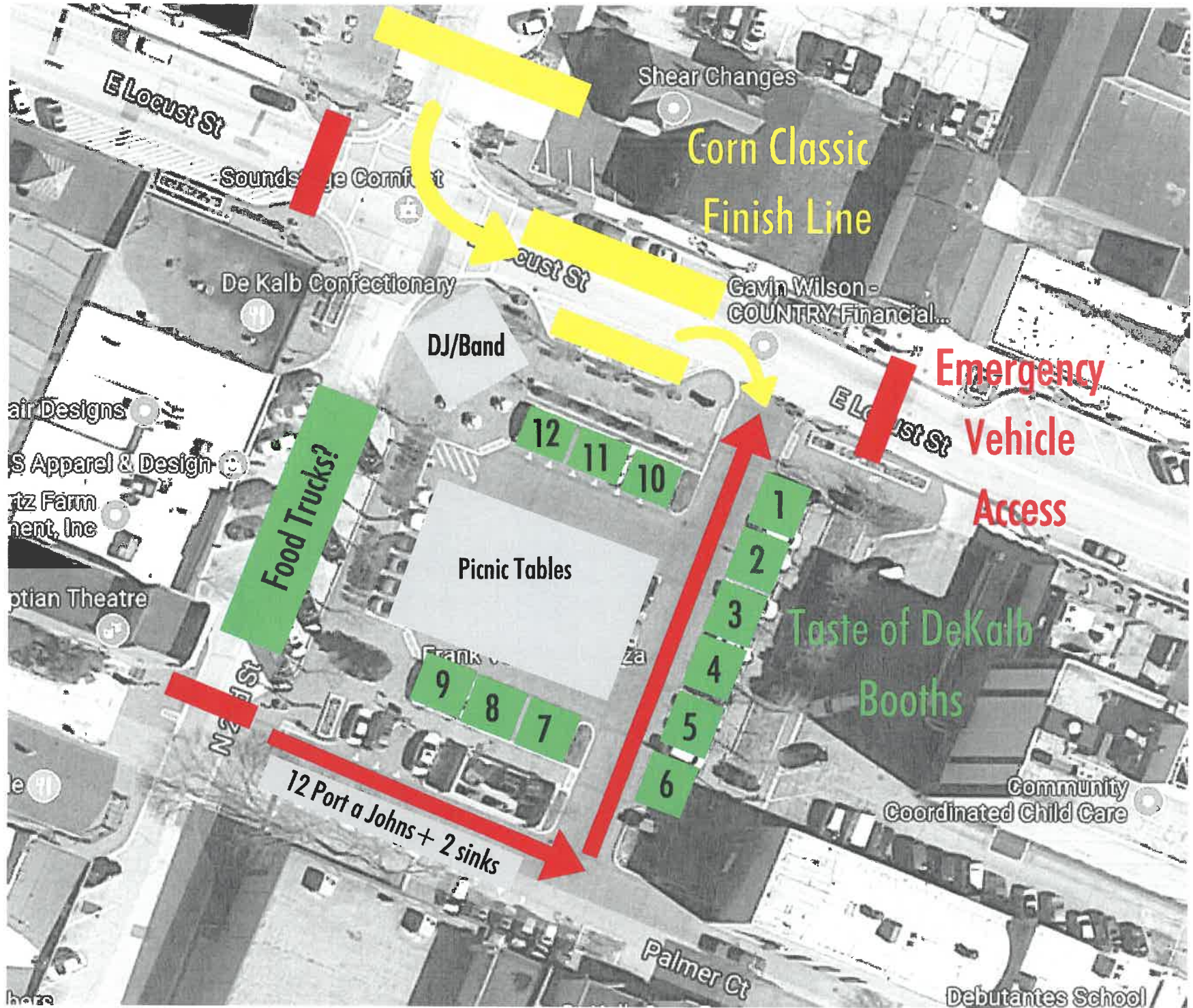
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3





Corn Classic
Finish Line

Emergency
Vehicle
Access

Food Trucks?

DJ/Band

De Kalb Confectionary

Gavin Wilson -
COUNTRY Financial...

12 11 10

Picnic Tables

Taste of DeKalb
Booths

1
2
3
4
5
6

12 Port a Johns + 2 sinks

Community
Coordinated Child Care

Palmer Ct

Debutantes School

E Locust St

Sounds by Corn

Shear Changes

Locust St

E Locust St

air Designs

S Apparel & Design

tz Farm
ment, Inc

optian Theatre

e #1

here