

REPEALING RESOLUTION 2021-075 AND AUTHORIZING AN AGREEMENT WITH DEKALB CORN CLASSIC AND KISHWAUKEE SUNRISE ROTARY CLUB FOR THE 2021 DEKALB CORN CLASSIC 5K/10K AND TASTE OF DEKALB EVENTS ON SEPTEMBER 26, 2021.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, on August 23, 2021, the City's corporate authorities voted to approve Resolution 2021-075, which authorized an agreement with DeKalb Corn Classic and Kishwaukee Sunrise Rotary Club for the 2021 DeKalb Corn Classic 5K/10K and Taste of DeKalb events in the same or substantially similar form as Exhibit A attached hereto and incorporated herein (the "Agreement"); and

WHEREAS, the City's corporate authorities find that repealing Resolution 2021-075 and replacing it with the instant resolution is in the City's best interests for the promotion of the public health, safety, morals and welfare; and

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

SECTION 1: The City's corporate authorities, with the Mayor abstaining, vote to repeal Resolution 2021-075 in its entirety.

SECTION 2: The City's corporate authorities, with the Mayor abstaining, vote to approve, authorize, and direct the Mayor or City Manager to execute the Agreement in the same or substantially similar form as Exhibit A attached hereto and incorporated herein, and for the Mayor, City Manager and City Staff to undertake all acts necessary to effectuate the Agreement.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 13th day of September 2021 and approved by me as Mayor on the same day. Passed by 7-0-1 call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre. Nay: None. Recused: Barnes.




COHEN BARNES, Mayor

ATTEST:


Ruth A. Scott, Executive Assistant

EXHIBIT A
(2021 DeKalb Corn Classic Agreement)

**DeKalb Corn Classic
and
Taste of DeKalb
2021 Agreement**

This Agreement is made and entered into this 13th day of September, 2021, by and among DeKalb Corn Classic of DeKalb, IL (hereinafter referred to as "DCC"), the Kishwaukee Sunrise Rotary Club of DeKalb, Illinois (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 5k/10k and Taste of DeKalb event, located in DeKalb, Illinois; 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 (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 (hereinafter referred to as "the Premises");

WHEREAS, DCC and KSRC wishes to use a portion of the Premises to operate an 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 26, 2021.

The CITY shall provide required barricades at designated locations prior to 6:00 a.m. Sunday, September 26, 2021.

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 26, 2021.

The streets that are permitted to be closed between the hours of 6:00 a.m. and 10:00 a.m. on Sunday, September 26, 2021, 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 26, 2021, for the purpose of post-race activities associated with the DeKalb Corn Classic 5k/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 26, 2021. 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 2021 DeKalb Corn Classic 5k/10k and Taste of DeKalb events on Sunday, September 26, 2021.

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 26, 2021 – 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 26, 2021, 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. 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 26, 2021. 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.

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 ensure 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 2021 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 ensure 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: J. Antonacci, Director
Jessica Antonacci

KISHWAUKEE SUNRISE ROTARY CLUB

By: _____, Treasurer
Gip Seaver

CITY OF DEKALB

By: Cohen Barnes
Cohen Barnes, Mayor

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: _____, Director
Jessica Antonacci

KISHWAUKEE SUNRISE ROTARY CLUB

By: Gip Seaver, Treasurer
Gip Seaver

CITY OF DEKALB

By: Cohen Barnes
Cohen Barnes, Mayor



COPY

164 East Lincoln Highway
DeKalb, Illinois 60115
815.748.2000 • cityofdekalb.com

September 15, 2021

VIA EMAIL: director@dekalbcomclassic.org

Re: DeKalb Corn Classic & Taste of DeKalb Run – September 26, 2021.

Dear Jesica,

This letter serves as permission from the City of DeKalb for the referenced event on Sunday, September 26, 2021, from approximately 6:00 a.m. to 6:00 p.m.

In granting such permission for this event, please note the following:

- The City is *not* permitting breaking any laws, such as drinking alcoholic beverages on a public street, sidewalk or alley.
- It is *strongly* suggested that notification letters or flyers be sent to residents along the route advising them of the event.
- Certain temporary street signs and devices may be permitted for promoting special community activities. Call (815) 748-2073 for questions regarding temporary signage.
- Paint or permanent markings of any kind is *not* allowed on City streets, sidewalks, or alleys. The use of spray chalk is allowable only after wording and location is approved by City staff.
- You have indicated that barricades are required. Please contact the Public Works Department at (815) 748-2040 for arrangements.
- You have indicated that reflective vests for volunteers and/or staff are not required.
- You have indicated that Police Department presence is required. Please contact Police Commander Steve Lekkas at (815) 748-8440 or by email at steve.lekkas@cityofdekalb.com for arrangements.
- You have indicated that City of DeKalb Paramedics are required. Please contact the Fire Chief Jeff McMaster at (815) 748-8464 or by email at jeff.mcmaster@cityofdekalb.com for arrangements.

The City does *not* accept responsibility or liability for any unfortunate occurrences, such as accidents, etc. These are the sole responsibility of the sponsors and participants of this event. A certificate of insurance is on file in the City Manager's office showing the City of DeKalb is additionally insured.

Further, all guidelines set forth by the State of Illinois in response to the current COVID-19 situation must be adhered to and are the sole responsibility of the sponsors and participants of this event.

Feel free to contact me at (815) 748-2090 or via email at ruth.scott@cityofdekalb.com if you have any questions or if I can be of further assistance.

Best wishes for a successful event!

Sincerely,



Ruth A. Scott
Executive Assistant

c: David Byrd, Police Chief
Steve Lekkas, Police Commander
Jason Leverton, Police Department Telecommunications
Jeff McMaster, Fire Chief
Andy Raih, Street Operations
Zac Gill, Engineering





EVENT REQUEST

- ☐ Parade ☐ Procession
☒ Run ☐ Ride
☐ Walk ☐ March

Date of Application: 7.15.21

IMPORTANT NOTICE

This application must be submitted no less than four (4) weeks prior to the event for processing.

If requesting the temporary closure of Route 23 and/or Route 38, this application must be submitted no less six (6) weeks prior to the event for processing and approval by the City Council and the Illinois Department of Transportation (IDOT).

Notification is hereby given to the City of DeKalb as provided for in Chapter 51 "Traffic", Section 51.20 "Parades, Processions, Runs, Rides, Walks and Marches" of the City of DeKalb Municipal Code to request an Event (Parade, Procession, Run, Ride, Walk or March) as follows:

Name(s) of sponsoring organization(s): DeKalb Corn Classic & DeKalb Sunrise Rotary

Date of Event: 9.26.21 Starting Time: 6:00 am Ending Time: 6:00 pm

Name(s) of person(s) responsible for organizing and conducting the event:

Name	Address	Phone	Email
Jessica Antonacci	4912 Columbia Ave, Lisle	815.751.4734	director@dekalcornclassic.org

Number of: People (800) Animals (—) Vehicles (—) expected to participate.

Describe the event in detail (use a separate sheet of paper if more space is needed):

Beginning and ending in Downtown DeKalb, the route will take runners through historical neighborhoods, along the Kishwaukee River via Prairie Park, through NIU's campus and Huskie Stadium and ending in Van Buer Plaza with a Post Race Celebration. On Course Entertainment includes the Huskie Marching Band, Black Tie Jazz Trio and more.

Describe the event route from the starting point to the termination point (use a separate sheet of paper if more space is needed) **(a map of the event route is required):**

Route maps on 10k & 5k attached

Does the event request require the closure of City streets?

☒ Yes ☐ No

If yes, list the specifics below and provide notation on the event route being provided (use a separate sheet of paper if more space is needed):

Route maps on 10k & 5k attached with information included.

Will the event require the temporary blockage or closure of either Illinois Route 23 and/or Illinois Route 38?

☐ Yes ☒ No

If yes, it will require approval from the City of DeKalb City Council and the Illinois Department of Transportation (see notice above).

Does this event require any of the following?

- Barricades ☒ Yes ☐ No
- Reflective vests for staff and/or volunteers ☐ Yes ☒ No
- Emergency Medical Services (an ambulance on site) ☒ Yes ☐ No
- Police Department presence (for traffic control) ☒ Yes ☐ No

A Certificate of Insurance naming the City of DeKalb as an additional insured in the amount of \$1 million dollars is required. This application will not be considered or approved without receipt of this document.

If requesting the temporary blockage or closure of Illinois Route 23 and/or Illinois Route 38, a Certificate of Insurance naming the City of DeKalb AND the Illinois Department of Transportation as an additional insured in the amount of \$1 million is required. This application will not be considered or approved without receipt of this document.

J. Antonacci

Signature of Person Making Application

4912 Columbia Ave, Lisle, IL 60532

Address

815.751.4734

Telephone Number

Jessica Antonacci

Printed Name of Person Making Application

director@dekalbcornclassic.org

E-mail Address

Return this form to (can be mailed, emailed or faxed):

City of DeKalb – City Manager's Office
200 S. Fourth Street
DeKalb, Illinois 60115
E-mail: ruth.scott@cityofdekalb.com
Fax: (815) 748-2091

Phone (815) 748-2090 with questions regarding this application.

FOR USE BY CITY PERSONNEL ONLY

CHECKLIST

- ☒ Application
- ☒ Event Map
- ☒ Insurance Certificate

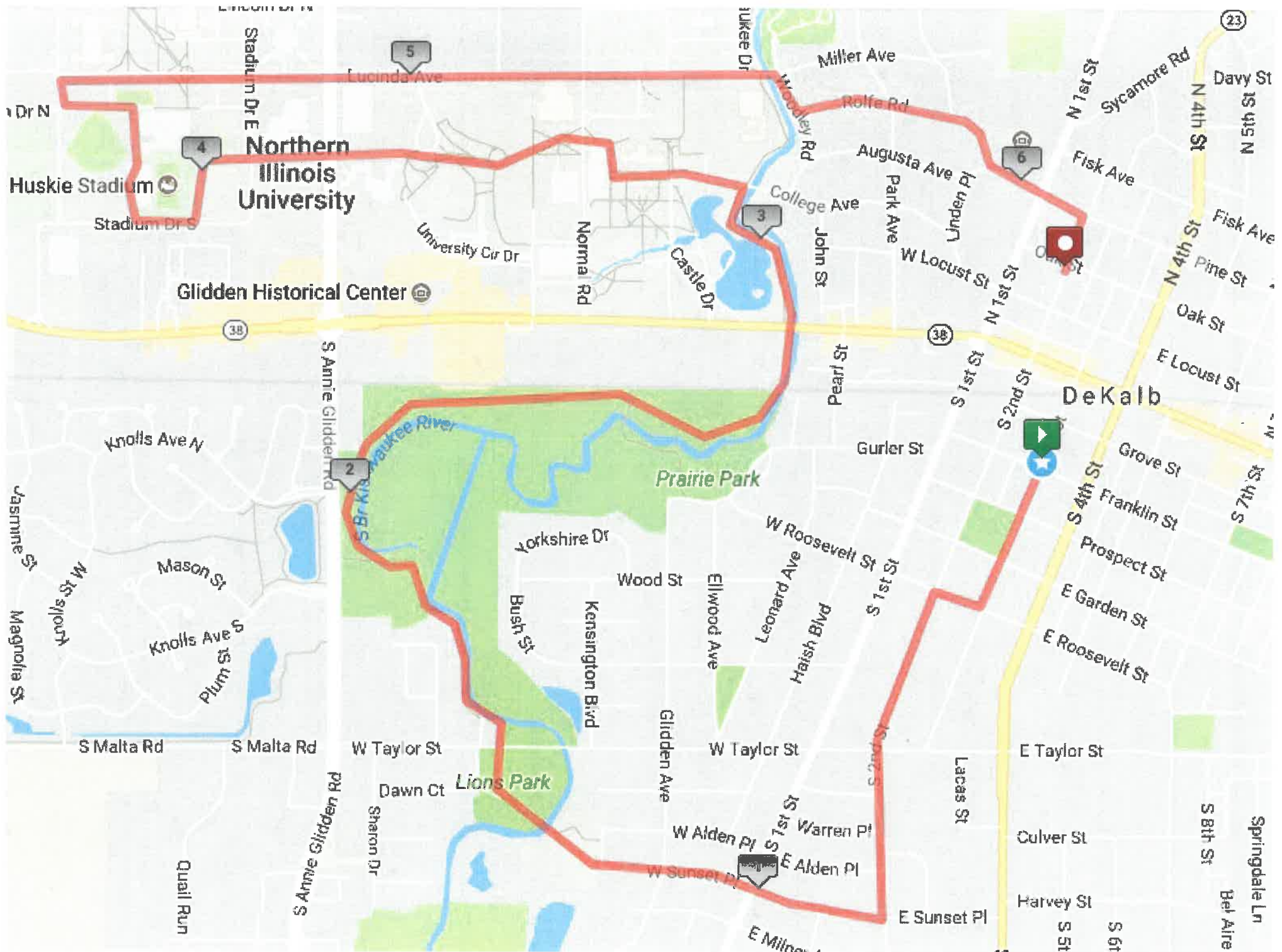
EVENT INFORMATION

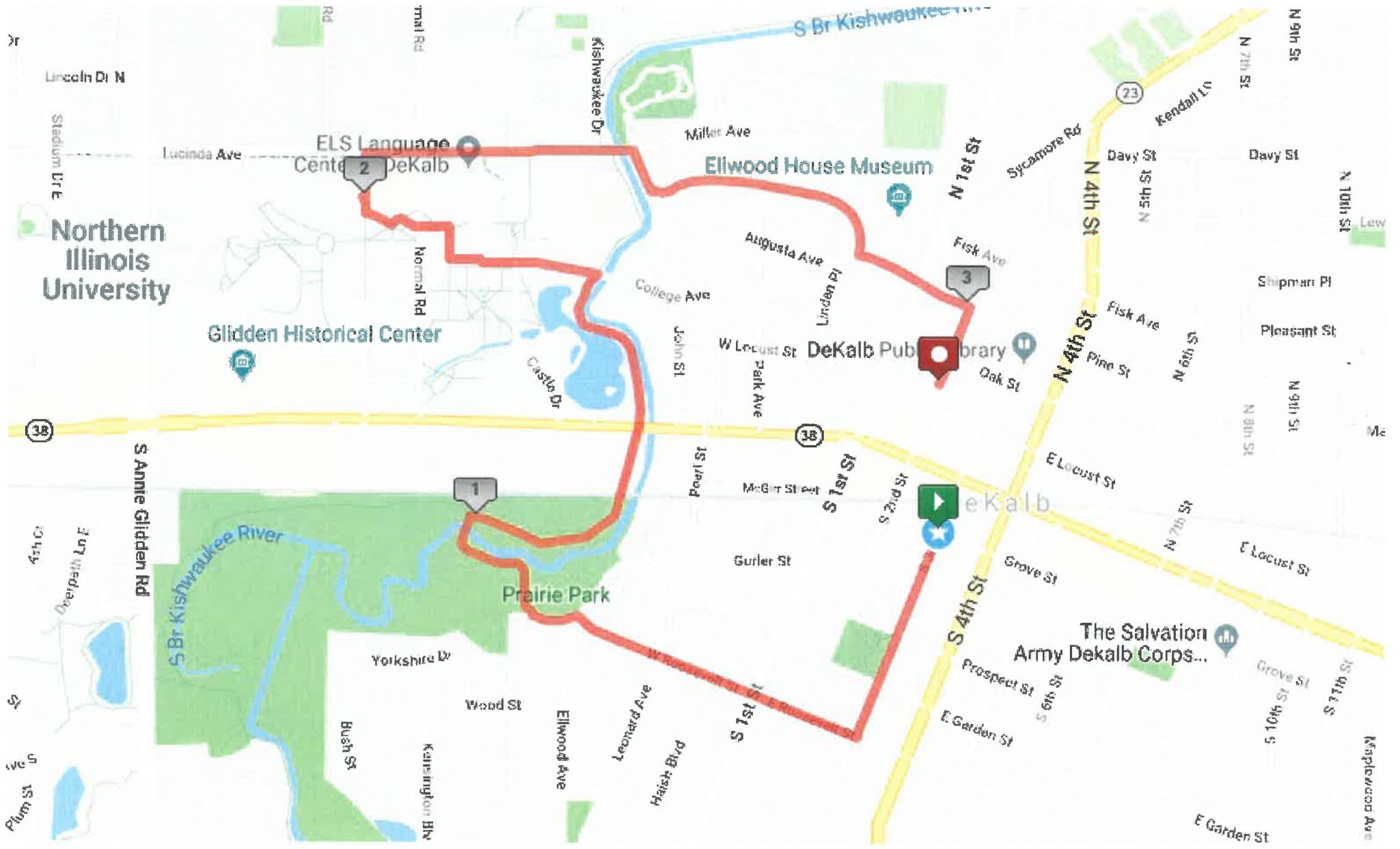
E-mail complete event application to the staff listed below for review before scheduling a meeting (a meeting may not be necessary).

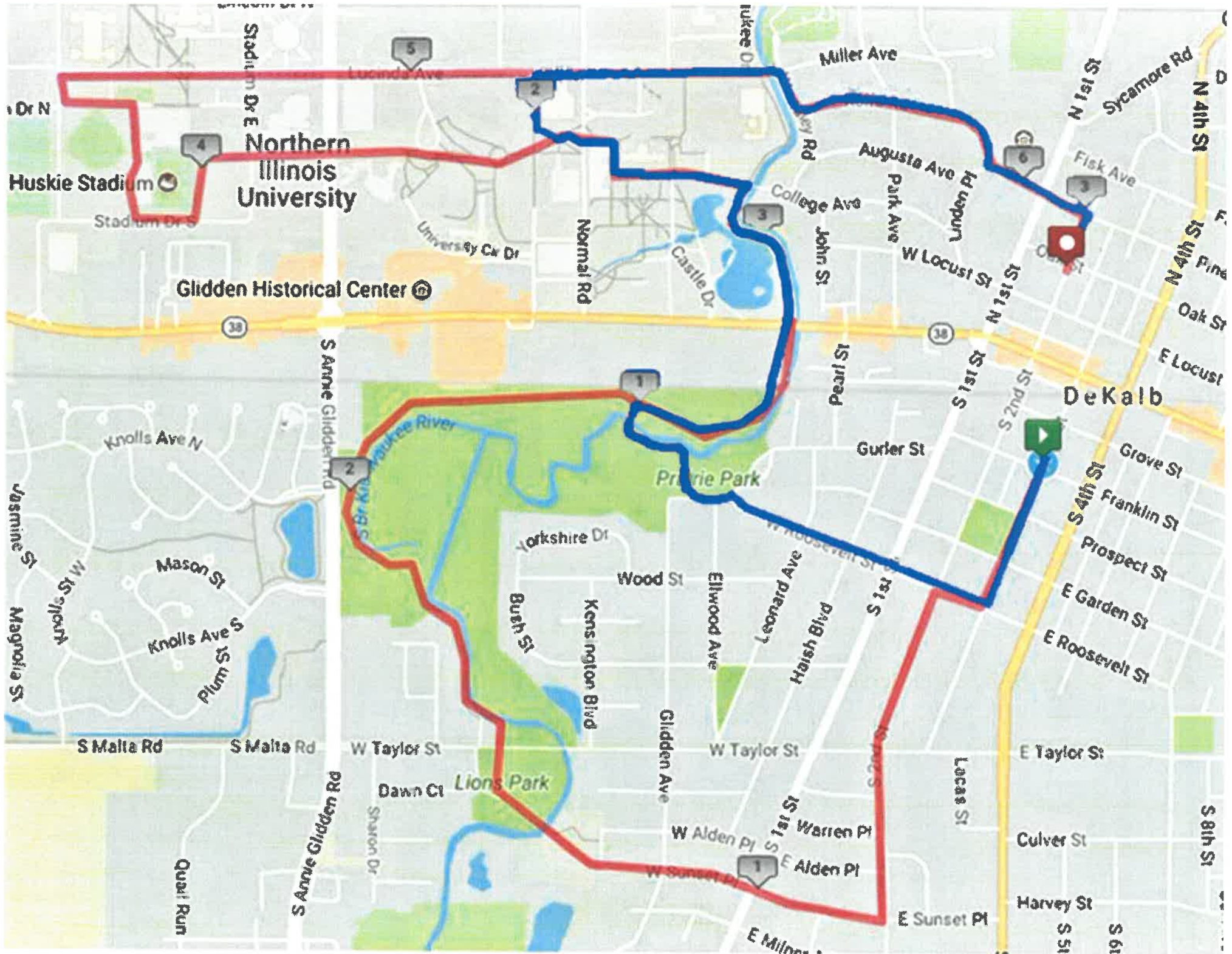
Police Dept. Date: oh
~~Acting Police Chief Bob Redel~~
Commander Steve Lekkas
Fire Dept. Date: oh
Fire Chief Jeff McMaster
Engineering Dept. Date: oh
Zac Gill
Public Works/Streets Date: oh
Bryan Faivre/Andy Raih

Date and Time of Event Discussion Meeting (if required): 9-9-21

☒ Approved: _____ Date: 9-13-21
☐ Denied: _____ Date: _____









CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Rd Ste 103 Fort Wayne IN 46845	CONTACT NAME: Margaret Mayers PHONE (A/C No, Ext): (260) 338-2434 E-MAIL ADDRESS: mmayers@insmgt.com FAX (A/C, No): (765) 664-0761
INSURED Road Runners Club of America/2021 and Its Member Clubs 1501 Lee Highway Suite 140 Arlington VA 22209	INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 11991 66869

COVERAGES**CERTIFICATE NUMBER:** 2021 \$1M A.I.**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis			KRO0000008622000	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KRO0000008622000	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031541900	12/31/2020	12/31/2021	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 09/26/21 DeKalb Corn Classic 10k & 5k INSURED RRCA CLUB/EVENT MEMBER: DeKalb Corn Classic, Att'n: Jessica Antonacci, PO Box 327, DeKalb, IL 60115
Processed by MMM

CERTIFICATE HOLDER**CANCELLATION**

09/26/21 City of DeKalb 200 S 4th Street DeKalb IL 60115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Permit No. 2021-0926
Fee: Waived

COPY

Van Buer Plaza Encroachment Permit

Issued to: DeKalb Corn Classic & DeKalb Sunrise Rotary
Location: Van Buer Plaza
Term of License: DeKalb Corn Classic and Taste of DeKalb Event
September 26, 2021 – 6:00 a.m. to 6:00 p.m.

License issued in accordance with Chapter 6.04 of the City of DeKalb Municipal Code.



Bill Nicklas, City Manager

September 15, 2021
Date



**FRANK VANBUER PLAZA EVENT
ENCROACHMENT PERMIT APPLICATION**

APPLICATIONS MUST BE SUBMITTED AT LEAST 30 DAYS IN ADVANCE OF THE EVENT.

The undersigned hereby makes application for a Frank VanBuer Plaza Encroachment Permit as provided for in Chapter 6 "Streets, Alleys and Sidewalks", Section 6.04 "Encroachments" of the Municipal Code for the period beginning September 26, 2021 and ending September 26, 2021 as indicated hereafter (three days maximum per event).

Business/Organization Information

Name: DeKalb Corn Classic & DeKalb Sunrise Rotary

Address: PO Box 327, DeKalb, IL 60115

Phone: 815.751.4734 Email : director@dekalbcornclassic.org

Applicant Information

Name: Jessica Antonacci

Address: 4912 Columbia Ave, Lisle, IL 60532

Phone: 815.751.4734 Email : director@dekalbcornclassic.org

Names, addresses, telephone numbers of officers and persons in charge of overseeing this event / encroachment (if corporation, list officers and registered agent) (use a separate sheet of paper if needed):

Jessica Antonacci, 4912 Columbia Ave, Lisle, IL 60532 DeKalb Corn Classic

Gip Seaver, 162 Buena Vista Dr, DeKalb, IL 60115 Taste of DeKalb

Description of the event activities and hours of operation including any proposed live and/or amplified sound entertainment activities. Please include the period of time for set-up and breakdown, as well as the hours for the event (specific dates and hours) (use a separate sheet of paper if needed):

Race: Set up at 6:00 am. DJ at the Start Line (3rd & Franklin) from 7:30 - 8:30 am. Post Race Celebration in Van Buer Plaza until 10:00 am with DJ.

Taste: Set up at 8:00 am. Food Vendors and Music until 3:00 pm. Clean up completed by 5:00 pm.

Required Attachments

- a. A site plan (scale 1:120) showing where the event will be held on the Plaza, including any temporary structure(s) (including trailers, tents, tables, etc.) thereon, location of existing or proposed fire lanes, parking arrangements and vehicle access points, location of portable fire extinguishers, location of refuse and portable restroom facilities, any proposed screening or barricading and a detailed description of available means of egress or temporary alteration thereof. All encroachments shall not unreasonably interfere with access to building entrances or pedestrian and traffic safety. A minimum sidewalk width of five feet (5') must be maintained free and clear of any encroachment. Maximum encroachment height shall not exceed fifteen feet (15').
- b. A certificate of insurance indicating the applicant has purchased and maintains public liability and property damage insurance in an amount of at least One Million Dollars (\$1,000,000.00) to secure payment for any loss or damage caused by the event encroachment. The certificate of insurance shall name the City of DeKalb as an additional insured.
- c. The name, address and telephone numbers of all food vendors participating in the event. Food vendors must carry applicable DeKalb County Health Department and City of DeKalb Itinerant Merchant (if applicable) licensure and must register for and pay all State sales taxes and City of DeKalb Restaurant & Bar Tax generated by their sales.

Required Fees

\$ 25.00 Application Fee (Non-refundable)

\$100.00 VanBuer Plaza Event Encroachment Permit (per event, April 1 – November 1)

Additional Fees

Standard Event. In addition to the permit fee, a cash deposit in the amount of \$100.00 must be deposited with the City to insure the cleanup of all trash, garbage, and debris within one (1) day after the event. If all the cleanup is found to be satisfactory by the Director of Streets & Facilities, the deposit will be returned within 20 working days. However, if it is necessary for City staff to perform significant additional cleanup, all or a portion of the \$100.00 will be used to defray expenses of said cleanup, and the City will assess a fine of \$50.00.

Event with Food Component. Events that include the preparation and distribution of food to patrons will require a minimum cash deposit of \$150.00. This amount will be deposited with the City to insure the cleanup of all trash, garbage, and debris within one (1) day after the event. Additional deposit may be required based on the number of food vendors proposed to participate in the event, and is shown as follows:

1-3 Food Vendors: No additional deposit required.

4-6 Food Vendors: Add \$50.00 to the base deposit amount of \$150.00.

7-10 Food Vendors: Add \$100.00 to the base deposit amount of \$150.00.

11 or More Food Vendors: Add \$150.00 to the base deposit amount of \$150.00.

If cleanup is found to be satisfactory by the Director of Streets & Facilities, the deposit will be returned within 20 working days. However, if it is necessary for City staff to perform significant additional cleanup, all or a portion of the deposited monies will be used to defray expenses of said cleanup, and

the City will assess a fine of \$50.00.

Electrical Fee. Should the event require electrical connection to the City's outlets within the Frank VanBuer Plaza, a fee of \$25.00 will be added to the \$100.00 base fee for the permit.

Water Fee. Should the event require water connection to the City's faucets within the Frank VanBuer Plaza, a fee of \$25.00 will be added to the \$100.00 base fee for the permit.

Inspection Fee. 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 \$100.00 will be submitted prior to issuance of the permit.

Responsibilities and Restrictions

Due to the location of Frank VanBuer Plaza and the occasional unpredictable high wind gusts, a total of 100 pounds in weights will be required to be secured to any tent or umbrella of any kind set up during the event. Affixing tents, umbrellas, or any other device via ground stakes or any other method that requires propelling objects into the brick surface is strictly prohibited.

No permits will be issued for the Frank VanBuer Plaza for events associated with carnivals, amusement rides, live animal displays, or the operation of motor vehicles.

Each permittee will be responsible for the prompt collection and removal of all litter, food scraps, and any other debris or garbage generated by the serving of food and beverages.

Vendors are responsible for obtaining individual City of DeKalb Itinerant Merchant permits, DeKalb County Health Permits, and collecting and paying all state and local sales tax.

Vendors are not permitted to yell, taunt, or aggressively pursue sales with customers, vendors or event staff.

All vendor vehicles not used in the event should be parked in the nearby 12 hour lots to allow patrons to have primary access to optimal parking spaces.

The issuance of an Encroachment Permit does not exempt the holder of the permit from the obligation to abide by all sound regulations set forth in Chapter 52. In no event shall the hours of live and/or amplified sound entertainment activities extend beyond 10:00 p.m. on Sunday through Thursday and beyond 11:00 p.m. on Friday and Saturday.

Statement

The undersigned hereby states that information contained in this application is true to the best of his/her knowledge and that all statements set forth are of his/her own free will. The undersigned states that she/he understands that property maintenance inspections and fire/life safety code inspections may be performed prior to the issuance of the event encroachment permit, and that the applicants shall make themselves and the event location available for said inspections, and further that the applicant 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 \$100.00 will be submitted prior to issuance of permit.

The undersigned applicant agrees to pay any and all expenses, including compensation for damages, caused by the event encroachment and that will indemnify and hold harmless the City from any action, proceeding or claim of liability asserted against the City resulting from the event encroachment or from the issuance of the event encroachment permit.

Signature of Application: J. Antonacci

Printed Name: Jessica Antonacci

Title: Race Director

Date: 7.15.21

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Complete and return the application, all required attachments and fees to:

City of DeKalb
Attention: Ruth Scott, City Manager's Office
164 E. Lincoln Highway
DeKalb, Illinois 60115
Phone: (815) 748-2090
Email: ruth.scott@cityofdekalb.com

*Approved
Fees waived*

OFFICE USE ONLY

Date Application Received: _____

Application Approved: _____

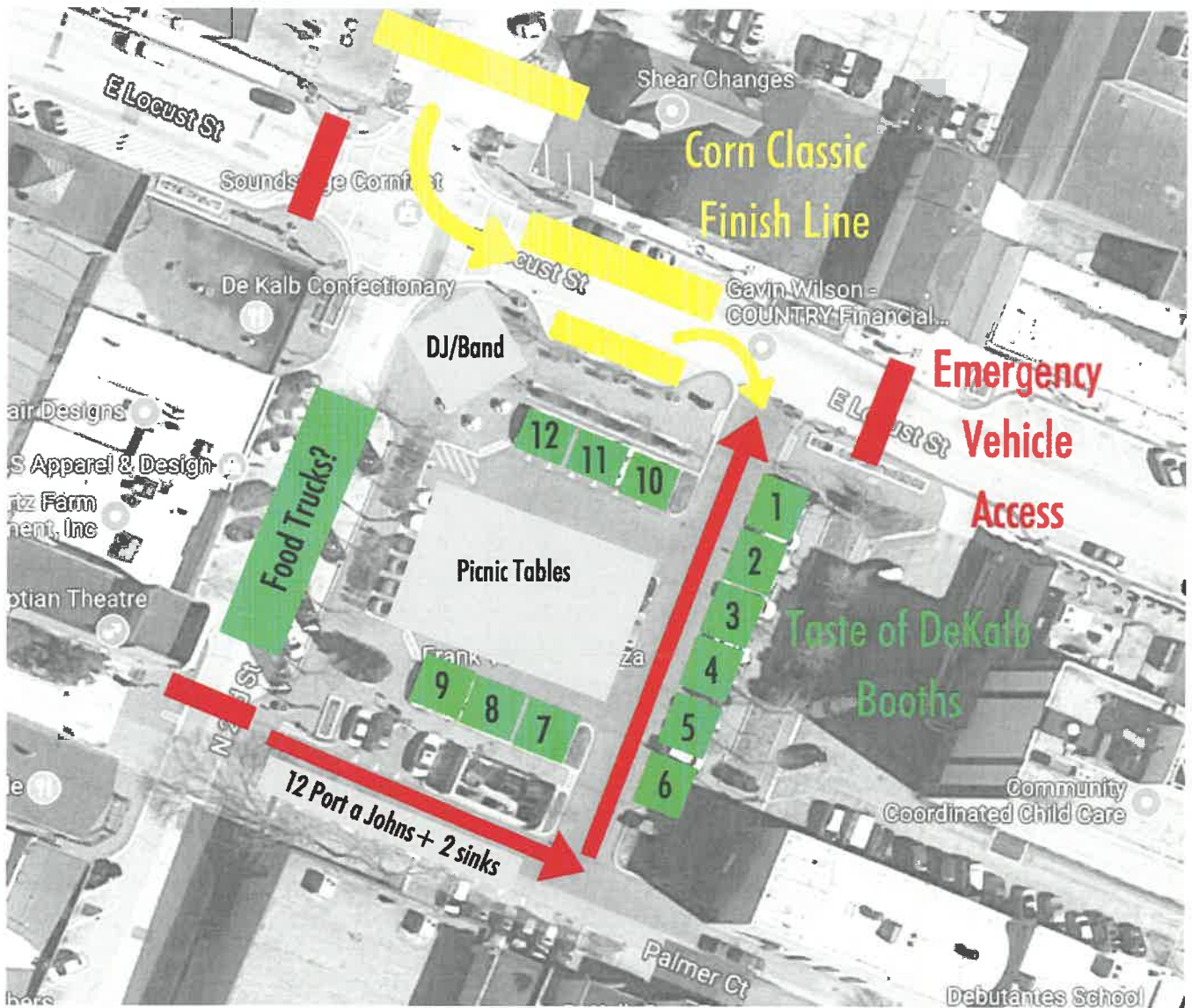
Application Denied: _____

Signed: _____

Fees Paid: \$ _____

Fee(s) Waived: \$ _____

Additional Information: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Rd Ste 103 Fort Wayne IN 46845		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2434 E-MAIL ADDRESS: mmayers@insmgt.com FAX (A/C, No): (765) 664-0761
INSURED Road Runners Club of America/2021 and Its Member Clubs 1501 Lee Highway Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 11991 66869

COVERAGES**CERTIFICATE NUMBER:** 2021 \$1M A.I.**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KRO0000008622000	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
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Processed by MMM

CERTIFICATE HOLDER**CANCELLATION**09/26/21 City of DeKalb
200 S 4th Street

DeKalb

IL 60115

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry R. Diller

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Taste of DeKalb Vendors as of 7/27/2021

Open Door Coffee

502 W. main St

Genoa, IL

779-771-3503

Nina's Tacos

122 E. Page Street

Sycamore, IL 60178

Jah Love Jamica

Rita Meeks

815-501-1159

7.15.21

To Whom It May Concern:

We are kindly requesting the fees be waived for our joint event, as the main goal of our events is to shine a positive light on DeKalb. We are committed to putting on events that comply with all City regulations.

Thank you,

DeKalb Corn Classic & Taste of DeKalb Committees