

AUTHORIZING A SPECIAL EVENT AGREEMENT WITH DEKALB CORN FEST, INC. FOR THE 2023 CORN FEST, DEKALB, ILLINOIS.

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, the City and DeKalb Corn Fest, Inc. negotiated a Special Event Agreement for the 2023 Corn Fest in the form attached and incorporated as Exhibit A (the "Agreement"); and

WHEREAS, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

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

SECTION 1: The recitals to this resolution are true, correct, adopted, and incorporated as Section One to this resolution.

SECTION 2: The City's corporate authorities approve the Agreement, subject to such changes at the City Manager deems to be in the City's best interests, and further authorize and direct the City Manager to execute the Agreement and for City staff take all actions that may be necessary to effect the Agreement including, but not limited to, providing City staffing, resources, and expenditures for the 2023 Corn Fest.

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 8th day of May 2023 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Larson, Smith, McAdams, Verbic, Walker, Barnes. Nay: None. Absent: Perkins.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

DeKalb Corn Fest 2023 Agreement

This Agreement is made and entered into this 8th day of May 2023 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 First Street and Fourth Street from 4:00 p.m. Thursday, August 24, 2023, to 10:00 p.m. Sunday, August 27, 2023.

The **CITY** will close Second Street and Third Street between the Union Pacific Railroad and Oak Street from 4:00 p.m. Thursday, August 24, 2023, to 10:00 p.m. on Sunday, August 27, 2023.

The **CITY** will close Locust Street between First Street and Fourth Street from 4:00 p.m. Thursday, August 24, 2023, until 10:00 p.m. Sunday, August 27, 2023.

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 Second Street and Third Street 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 24, 2023, and will remain closed until 7:00 a.m. Monday, August 28, 2023, for carnival set up and take down.

The **CITY** will close a portion of the Embree parking lot behind the DeKalb City Hall at 5:00 p.m. Thursday, August 24, 2023. A limited number of parking spaces will be open for customers of local businesses throughout Corn Fest. This parking lot will reopen at 9:00 p.m. Sunday, August 27, 2023.

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 2023 DeKalb Corn Fest on August 25-27, 2023.

DCF has previously applied and qualified for, and has 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 25, 2023 – 4:00 p.m. to 11:00 p.m.; Saturday, August 26, 2023 – 10:00 a.m. to 11:00 p.m.; and Sunday, August 27, 2023 – 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 27, 2023. **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 set up, 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 27, 2023. 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.

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 in accordance with the City of DeKalb Municipal Code Chapter 60, Restaurant, Bar and Package Liquor Tax, subsection 60.02 Imposition of Tax.

19. TERM OF AGREEMENT.

This Agreement shall be for the period of the 2023 DeKalb Corn Fest. 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
164 E. Lincoln Highway
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.

By: 

Lisa Angel, Chairperson

CITY OF DEKALB

By: 

Bill Nicklas, City Manager

EXHIBIT A
2023 SITE PLAN

14



FESTIVAL MAP



EXHIBIT B
Street and Parking Lot Closure

Corn Fest 2023 - Street & Parking Lot Closures



File: \\ArcPro\\Special Events\\Cornfest.aprx
Created: 4/28/2022 DJE
Last Updated: 6/15/2022 DJE

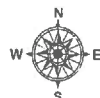


EXHIBIT C
CERTIFICATES OF INSURANCE

- Certificate of Liability Insurance – IL Department of Transportation
(Pending – to be issued 90 days prior to the event)
- Certificate of Liability Insurance – IL Liquor Control Commission
(Pending – to be issued 90 days prior to the event)
- Certificate of Liability Insurance – City of DeKalb
(Pending – to be issued 90 days prior to the event)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2023

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 Crum-Halsted Agency Inc 2350 Bethany Road Sycamore IL 60178		CONTACT NAME: Missy Gruben PHONE (A/C, No, Ext): (815) 756-2906 FAX (A/C, No): (815) 756-2138 E-MAIL ADDRESS: mgruben@crumhalsted.com	
INSURED Dekalb Corn Fest, Inc PO Box 948 Dekalb IL 60115		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins Co INSURER B: Illinois Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15350	

COVERAGES**CERTIFICATE NUMBER:** 2023-2024**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		0938595	08/03/2023	08/03/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability			LL111372	08/25/2023	08/28/2023	Limit \$1,000,000

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

RE: DeKalb Cornfest August 25, 2023 to August 27, 2023

City limits of DeKalb, IL 60115

Illinois Dept of Transportation is additional insured in regards to General Liability.

CERTIFICATE HOLDER

Illinois Dept of Transportation 700 E Norris Ottawa IL 61350	CANCELLATION 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 <i>Patrick E. Payne</i>
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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 Crum-Halsted Agency Inc 2350 Bethany Road Sycamore IL 60178		CONTACT NAME: Missy Gruben PHONE (A/C, No, Ext): (815) 756-2906 FAX (A/C, No): (815) 756-2138 E-MAIL ADDRESS: mgruben@crumhalsted.com	
INSURED Dekalb Corn Fest, Inc PO Box 948 Dekalb IL 60115		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins Co INSURER B: Illinois Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15350	

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		0938595	08/03/2023	08/03/2024	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
		PRODUCTS - COMP/OP AGG \$ 2,000,000				
		COMBINED SINGLE LIMIT (Ea accident) \$				
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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 <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability		LL111372	08/25/2023	08/28/2023	Limit \$1,000,000

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

Proof of Insurance
RE: DeKalb Corn Fest
August 25, 2023 to August 27, 2023
210 E. Locust St. DeKalb, IL 60115

CERTIFICATE HOLDER Illinois Liquor Control Commission 100 W Randolph Ste 7-801 Chicago IL 60601	CANCELLATION 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 <i>Patrick E. Fagan</i>
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INSURED DeKalb Corn Fest, Inc PO Box 948 DeKalb IL 60115	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins Co INSURER B: Illinois Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 15350

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	0938595	08/03/2023	08/03/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
B	Liquor Liability		LL111372	08/25/2023	08/28/2023	Limit \$1,000,000		

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

RE: DeKalb Cornfest August 25, 2023 to August 27, 2023
210 E Locust St, DeKalb, IL
Certificate Holder is an additional insured in regards to General Liability. Coverage afforded is primary and non contributory. Waiver of subrogation applies in regards to General Liability. 10 days notice of cancellation will be given to certificate holder.

CERTIFICATE HOLDER City of DeKalb 164 E Lincoln Hwy DeKalb IL 60115	CANCELLATION 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 <i>Patrick E. Fagan</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2023

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 Crum-Halsted Agency Inc 2350 Bethany Road Sycamore IL 60178		CONTACT NAME: Missy Gruben PHONE (A/C, No, Ext): (815) 756-2906 FAX (A/C, No): (815) 756-2138 E-MAIL ADDRESS: mgruben@crumhalsted.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: West Bend Mutual Ins Co	
		INSURER B: Illinois Casualty Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **REVISION NUMBER:**

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	0938595	08/03/2023	08/03/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR					AGGREGATE \$
	EXCESS LIAB					
	<input type="checkbox"/> CLAIMS-MADE					
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability		LL111372	08/25/2023	08/28/2023	Limit \$1,000,000

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

It is agreed the following are added as additional insured as respects the General Liability when required by written contract:
AMERITEMP LTD

CERTIFICATE HOLDER AMERITEMP LTD 3314 N RICHMOND JOHNSBURG IL 60051	CANCELLATION 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 <i>Patrick E. Fagan</i>
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