RESOLUTION 2016-050       PASSED: MAY 23, 2016

AUTHORIZING THE MAYOR OF THE CITY OF
DEKALB, ILLINOIS TO ENTER INTO A SPECIAL
EVENT AGREEMENT WITH DEKALB CORN FEST,
INC. FOR THE 2016 DEKALB CORN FEST FROM
AUGUST 26 THROUGH AUGUST 28, 2016.

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, Corn Fest has been a long-standing annual event in the City, and

WHEREAS, whereas an agreement detailing the use of public rights of way to operate
the 2016 Corn Fest 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 Fest, Inc. to host the annual Corn Festival
August 26-28, 2016, 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: That this Resolution shall become effective immediately upon its passage
and recording by the City Clerk.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular
meeting thereof held on the 23rd day of May 2016, and approved by me as Mayor on
the same day. Passed by an Omnibus roll call vote of 8-0 on the Consent Agenda. Aye:
Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk
JOHN A. REY, Mayor
DeKalb Corn Fest
2016 Agreement

This Agreement is made and entered into this ___ day of ___, 2016, by and among DeKalb Corn Fest, Inc. of DeKalb, IL (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, IL; and as such sponsor has the authority to enter into an agreement for the provision of services at said festival;

WHEREAS, 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;

WHEREAS, 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”);

WHEREAS, the 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,

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

1) USE OF CITY RIGHT OF WAY – STREET CLOSURES

The CITY will close Lincoln Highway / Illinois Route 38 between 1st and 4th Streets from 4:00 p.m. Thursday, August 25, 2016 to 10:00 p.m. Sunday, August 28, 2016.

The CITY will close 2nd and 3rd Streets between the Union Pacific Railroad and Oak Street for the same period, with the exception that traffic from First State Bank will exit on to 3rd Street to Locust Street to proceed to 4th Street until Noon Saturday August 27, 2016.

The CITY will close Locust Street between 1st and 4th Streets from 4:00 p.m. Thursday, August 25, 2016 until 9:00 p.m. Sunday, August 28, 2016, with the following exceptions:

Street parking on Locust Street between 1st and 4th Streets will close at 9:00 p.m. Thursday, August 25, 2016.

On Saturday morning, August 27, 2016, Locust Street from 4th Street to the First State Bank drive-thru area will remain open until Noon, only for First State Bank customers to accommodate the drive-thru.
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 of 2nd and 3rd Streets, for placement of the Corn Fest Carnival. The carnival will also be in the parking lots of Finch Funeral Home, DeKalb Public Library, and Frontier Communications. These parking lots will close at 6:00 p.m. Tuesday, August 23, 2016 and will remain closed until 7:00 a.m. Monday, August 29, 2016 for carnival set up and take down.

The CITY will close the Embree parking lot behind the DeKalb Chamber at 5:00 p.m. Thursday, August 25, 2016. A limited number of parking spaces will be open for customers of Barb City Bagel throughout Corn Fest. This parking lot will reopen at 9:00 p.m. Sunday, August 28, 2016.

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 2016 DeKalb Corn Fest on August 26-28, 2016. 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 26, 2016 – 4:00 p.m. to 11:00 p.m.; Saturday, August 27, 2016 – 10:00 a.m. to 11:00 p.m.; and Sunday, August 28, 2016 – 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. 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, back stage area or sponsor’s tent.

3) LOCATION AND TIME OF SET UP/REMOVAL – DCF shall be responsible for the set up and tear down of the SOUNDSTAGE AREA site. Additionally, DCF shall be responsible for the cost of all fencing and generators used in the SOUNDSTAGE AREA. DCF shall be allowed to begin set up of the SOUNDSTAGE AREA at a time to be determined by the City Manager. The City Manager shall determine Premises points of access for purposes of setup, delivery of materials and departure. DCF must have everything used to facilitate the SOUNDSTAGE AREA’S operation (including litter within the designated area) completely removed from said site at 9:00 p.m. on Sunday, August 28, 2016. The CITY may allow adjustment of the time frame if new fencing is utilized which could affect set up or removal.

4) 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.
5) **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 A. 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.

6) **LIQUOR DISTRIBUTOR** – DCF 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 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.

8) **BEVERAGE TICKETS AND PAYMENT TO DCF** – All beverage tickets for beverages to be purchased and consumed in the SOUNDSTAGE AREA shall be issued by DCF. The size and price structure for all SOUNDSTAGE AREA beverage sales shall be determined by and DCF in accordance with Chapter 38 of the DeKalb Municipal Code. In accordance with the City of DeKalb Municipal Code Chapter 60, Restaurant, Bar, and Package Liquor tax, subsection 60.02 Imposition of Tax, the DCF is not required to pay Restaurant and Bar tax due to its non-profit status and limited timeframe of liquor sales. In addition, DCF will make a presentation which overviews the 2016 Corn Fest to the City Council at their October 24, 2016 meeting.

DCF shall require the liquor distributor to provide the Treasurer of DCF with a detailed copy of the statement submitted to DCF for all products distributed at the SOUNDSTAGE AREA; a copy of this statement shall be provided to the City within 30 days of the event.

9) **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.

10) **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 can not 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.

11) **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.

12) **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.

13) **SOUNDSTAGE AREA STAFFING** – It is the responsibility of DCF to insure 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 will at all times respect the patrons enjoying the festival and will ensure that at no time shall any of the staff consume alcoholic beverages while working. 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.

14) 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 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.

15) 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.

16) 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 B. 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.

17) **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.

18) **TERM OF AGREEMENT**—This Agreement shall be for the period of the 2016 DeKalb Corn Festival. Notwithstanding the foregoing, any provision of this Agreement that relates to an ongoing obligation of DCF (e.g. indemnification requirements) shall have a term not less than the applicable statute of limitation for any potential claim that could be filed, plus two years.

19) **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:

DCF Treasurer, Board of Directors, DeKalb Corn Fest, Inc. 1586 Barber Greene Road, DeKalb, IL 60115

City of DeKalb, Legal Department, 200 S. Fourth Street, DeKalb, IL 60115; or such other place as any party in writing shall designate.

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

**DEKALB CORN FEST, INC.**

By: [Signature]
Chairperson

**CITY OF DEKALB**

By: [Signature]
John Rey, Mayor
EXHIBIT B
STREET AND PARKING LOT CLOSURES
EXHIBIT C
CERTIFICATES OF INSURANCE
Certificate of Liability Insurance – IL Dept. of Transporation
Certificate of Liability Insurance – IL Liquor Control Commission
# Certificate of Liability Insurance

**Date:** 4/25/2016

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**Producer:** Crum & Forster Agency Inc  
2350 Bethany Road

**Contact Name:** Missy Grubén  
PHONE: (815) 756-2906  
FAX: (815) 756-2138  
E-MAIL: mgruben@crumhalsted.com

**Insured:**  
**Address:** Sycamore, IL 60178

**Insurer:**  
**Address:** Dekalb Corn Fest, Inc 1586 Barber Greene Rd

**Certificate Number:** 2016-2017

**Revision Number:**

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**Coverage**

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**Description of Operations / Locations / Vehicles**

RE: DeKalb Cornfest  
August 26, 2016 to August 28, 2016  
210 E Locust St. DeKalb, IL

Certificate Holder is an additional insured in regards to General Liability and Liquor Liability. Coverage afforded is primary and non contributory. Waiver of subrogation applies in regards to General Liability and Liquor Liability in favor of City of DeKalb. 10 days notice of cancellation will be given to certificate holder.

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**Certificate Holder**

(815) 748-2320  
City of DeKalb 200 S 4th Street  
DeKalb, IL 60115

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**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:** Fagan, CIC/MISSY

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May 3, 2016

City of DeKalb
Attn: Ellen Divita
200 South Fourth Street
DeKalb, IL 60115

Dear Ms. Divita:

In accordance with your request and in reliance upon the conditions noted in your resolution adopted March 28, 2016, the Illinois Department of Transportation grants the City of DeKalb permission, subject to the aforesaid conditions, to temporarily close Illinois Route 38, from First Street to Fourth Street, from 4:00 p.m. on August 25, 2016 to 10:00 p.m. on August 28, 2016 for the purpose of a corn fest.

Your cooperation in minimizing confusion and delay to through traffic is earnestly solicited and a reminder that the roadway needs to be open to clean traffic after 15 minutes, if there is no detour route available for through traffic to utilize.

If you have any questions, please contact Tom Schaefer, Traffic Engineer, at 815-434-8446.

Sincerely,

Paul A. Loete, P.E.
Region Two Engineer

By: Tom Hufnagel, P.E.
Acting District Operations Engineer

cc: Illinois State Police, District 2
DeKalb Police Department
S. Meiborg/ D. Rennels
Julie Wielgolpolan