RESOLUTION 2017-084          PASSED: JULY 10, 2017

SEEKING PERMISSION TO REGULATE TRAFFIC ON ILLINOIS ROUTE 38 BETWEEN FIRST STREET AND TENTH STREET AND THE INTERSECTION OF ILLINOIS ROUTE 23 AND ILLINOIS ROUTE 38 ON FRIDAY, JULY 28, 2017, FROM 6:00 P.M. TO 9:00 P.M. FOR THE PURPOSE OF HOLDING THE KISHWAUKEE FEST PARADE, AND AUTHORIZING A SPECIAL EVENT AGREEMENT FOR THE KISHWAUKEE FESTIVAL.

WHEREAS, the Kishwaukee Fest, is sponsoring the annual Kishwaukee Fest in the City of DeKalb, which event constitutes a public purpose; and

WHEREAS, this event will require the temporary closure of Illinois Route 38, a State Highway in the City of DeKalb, between Seventh and Second Street, and to detour IL Route 23 on July 28, 2017, between the hours of 6:00 p.m. until 9:00 p.m.; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State highways for such public purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS, that permission to close Illinois Route 38 between Seventh and Second Streets and to detour Illinois Route 23 on July 28, 2017, from 6:00 p.m. until 9:00 p.m. The closure of IL Route 38 and detour of IL Route 23 are requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between the hours of 6:00 p.m. until 9:00 p.m. Friday, July 28, 2017.

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipate traffic, which will be maintained to the satisfaction of the Illinois Department of Transportation and, which is conspicuously marked for the benefit of traffic diverted from the State highway. The detour route shall be as follows:

Route 38 Westbound traffic – Beginning at the intersection of Route 38 (Lincoln Highway) and Tenth Street turn right (north) on Tenth Street, turn left (west) on Pleasant Street, turn right (north) on Seventh Street, turn left (south) on the Sycamore Road extension at Clinton Rosette Middle School, turn right (southwest) on the Sycamore Road extension past said school, turn left (south) on First Street to Lincoln Highway; turn right (west) on Route 38 (Lincoln Highway).

Route 38 Eastbound traffic: Beginning at the intersection of Route 38 (Lincoln Highway) and First Street, turn left (north) on First Street, turn right (northeast) on Sycamore Road
extension, turn right (south) on Seventh Street, turn left (east) on Pleasant Street, turn right (south) on Tenth Street, turn left (east) on IL Route 38 (Lincoln Highway).

Route 23 Northbound/Southbound traffic: From on Route 23 (South Fourth Street) at Harvestore Drive, turn right (east) on Fairview Dr., turn left (north) on Peace Road, turn left (west) on Route 38, turn right (north) on Tenth Street, turn left (west) on Pleasant Street, turn right (north) on Seventh Street to Route 23 (Sycamore Road).

From Route 23 (Sycamore Road) at Hillcrest Road, turn left (south) on the Sycamore Road extension at Clinton Rosette Middle School, turn right (southwest) on the Sycamore Road extension past said school, turn left (south) on First Street to Lincoln Highway, turn right (west) on Route 38 (Lincoln Highway), turn left (south) on South Annie Glidden Road, turn left (east) on Fairview Drive, turn right (south) on South First Street, turn left (east) on Harvestore Drive, turn right (south) on Route 23.

BE IT FURTHER RESOLVED that the City of DeKalb assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall at the expense of the City of DeKalb, Illinois be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed by the City of DeKalb, prior to reopening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc., shall be used by the City of DeKalb as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of DeKalb.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that to the fullest extent permitted by law, the City of Dekalb shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department, which is the subject of this Resolution. The obligation is binding upon the City of DeKalb, regardless of whether or not such claim, damage, loss or expense is
caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

**BE IT FURTHER RESOLVED** that the City of DeKalb shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of $1,000,000 per person and $2,000,000 aggregate, which has the Illinois Department of Transportation, its officials, employees and agents as insureds and, which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

**BE IT FURTHER RESOLVED** that a copy of this Resolution will be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

**BE IT FURTHER RESOLVED** that the City Manager is authorized and directed to prepare and execute a special event agreement substantially similar to that utilized for the DeKalb Cornfest, to authorize the conduct of the Kishfest event, including but not limited to the sale of alcoholic beverages during the course of the event, and to address encroachment into and utilization of public spaces during the event.

**BE IT FURTHER RESOLVED**, that the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's signature and shall be effective thereupon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 10th day of July, 2017, and approved by me as Mayor on the same day. Passed by a 7-0-1 Omnibus roll call vote under the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Faivre, Smith. Nay: None. Absent: Verbic.

**ATTEST:**

SUSANNA HERRMANN, City Clerk  
JERRY SMITH, Mayor
July 3, 2017

Anne Marie Gaura, City Manager
City of DeKalb
200 South 4th Street
DeKalb, IL 60115

Dear Anne Marie:

I am writing you and your office to request any and all fees required to host the 2017 Kishwaukee Fest events (concerts, parade and Baconpalooza) be waived for said events.

This is a community based event supported by private funds. I would like to thank you in advance for this support of this event.

You team, JoEllen Charlton, Rachel Pacey and Mark Espy have made extra efforts in assisting to provide city support to make this event happen.

Thank You,

[Signature]

Michael Th Embrey
Executive Director/Kishwaukee Fest
NAME OF SPONSORING ORGANIZATION(S): Kishwaukee Fest Parade

DATE OF EVENT: July 28, 2019

STARTING TIME: 7:00 PM
ENDING TIME: 8:30 PM

NUMBER OF PEOPLE: 400
NUMBER OF ANIMALS: 10
NUMBER OF VEHICLES: 40

DETAILED DESCRIPTION OF EVENT:
Kishwaukee Fest Parade, from Taylor Street to Lincoln Hwy, west to 2nd Street, north to Locust (see map enclosed) - Parade

EVENT ROUTE:
See Map

Are you requesting streets to be closed? If so, list specifics below and provide notation on the event route you are providing: Yes - See Map
Will either Illinois Route 23 or Illinois Route 38 be blocked (if YES, it will require approval from the Illinois Department of Transportation): □ Yes □ No

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 IS REQUIRED IN THE AMOUNT OF $1 MILLION DOLLARS. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT.

IF EITHER ROUTE 23 OR ROUTE 38 WILL BE CLOSED, A CERTIFICATE OF INSURANCE NAMING THE CITY OF DEKALB AND THE DEPARTMENT OF TRANSPORTATION AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF $1 MILLION DOLLARS. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT.

Signature of Person Making Application

Printed Name of Person Making Application

Address

Telephone Number

E-mail Address

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

CITY MANAGER'S OFFICE
200 S. Fourth Street
DeKalb, Illinois 60115
E-mail: ruth.scott@cityofdekalb.com
Fax: (815) 748-2091

Please contact the City Manager’s Office at (815) 748-2090 with questions regarding this application.

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<th>CHECKLIST</th>
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<td>(FOR USE BY CITY PERSONNEL ONLY)</td>
<td>E-mail complete event application to the staff listed below for review before scheduling a meeting (a meeting may not be necessary).</td>
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| □ Application | Police Dept.  
Date: ____________________________ |
| □ Event Map | Dep. Chief Hoadley  
Comm. Petragallo  
Lt. McDougall:  
Date: ____________________________ |
| □ Insurance Certificate | Fire Dept.  
Dep. Chief. Hoyle  
Date: ____________________________ |
| | Engineering Dept.  
Mike Bauling  
Date: ____________________________ |
| | Public Works/ Streets  
Mark Espy  
Date: ____________________________ |

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

□ Approved on: ____________________________  □ Denied on: ____________________________

Revised: 3/23/15
ENCROACHMENT PERMIT APPLICATION
Municipal Code, Chapter 6.04
APPLICATIONS MUST BE SUBMITTED AT LEAST THIRTY DAYS IN ADVANCE OF THE EVENT

The undersigned hereby makes application for an Encroachment Permit as provided for in Chapter 6.04 of the DeKalb Municipal Code for a period commencing June 28 and ending June 30, 2017 as indicated hereafter (maximum three days per event).

Type of Encroachment Requested (choose one):
- [ ] Temporary
- [ ] Continuous
- [ ] Outdoor Café
- [ ] Farmer's Market

Location where encroachment will be positioned:

Business/Organization Name: Kishwaukee Fest & Festival Events
Address: P.O. Box 463 - DeKalb, IL 60115
Telephone No.: 815-756-1263

Applicant Name: Michael Embrey
Telephone No.: 815-756-1263 E-mail: M.Embury@FestivalEvents.com

Describe in detail proposed encroachment including nature of construction, material to be used, and dimensions: Kishwaukee Fest Parade - from Taylor St. 4th Street - North
- Location: New (Felصب) West to 2nd Street - North to Focus

Names, addresses, telephone numbers of officers and persons in charge of operating and maintaining this Encroachment (if corporation, list officers and registered agent):

Michael Embrey, Festival Events - P.O. Box 463 - DeKalb, IL 60115

The period of time for which the encroachment permit is requested (specific dates and hours):
- Starting date: Parade - 4:00 p.m. - Streets & sidewalks at 5:30 p.m.
- Ending time: Parade end - 8:00 p.m.

Attach the following to this application:

a. A description of the proposed encroachment including nature of construction, material to be used, exact dimensions, drawing of the encroachment, and explanation of any utility requirements and location of such utilities. 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 five feet (5').

APPLICATION CONTINUED ON NEXT SIDE
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 encroachment. The certificate of insurance shall name the City as an additional insured, and the applicant shall indemnify and hold the City harmless from any action, proceeding or claim of liability asserted against it as a result of the operation of an encroachment.

STATEMENT
The undersigned, being duly sworn, 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 applicant agrees to pay any and all expenses, including compensation for damages, caused by the 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 encroachment or from the issuance of the encroachment permit.

Applicant's Signature: ___________________________ Date: ____________
Print Name: ___________________________ Title: ____________

FEES
- Application Fee: $25.00
- Temporary Encroachment Permit: $10 per day; up to a maximum of $100 (April 1 – November 1)
- Continuous Encroachment Permit: $100 (one time fee)
- Outdoor Café Permit: $100 per year (April 1 – November 1)
- Farmer's Market Permit: $100 per year (June 1 – November 1)

Return completed application to:
City of DeKalb Clerk's Office
200 S. 4th Street
DeKalb, IL 60115
Email: ruth.scott@cityofdekalb.com

Please call (815) 748-2095 with questions regarding this application.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/5/2017

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 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

Crun-Halsted Agency Inc
2350 Bethany Road
Sycamore IL 60178

INSURED

Fun Nl Events, Inc
PO Box 463
DeKalb IL 60115

CONTACT NAME: Missy Gruben
PHONE: (815) 758-2906
FAX: (815) 758-2138
EMAIL: mygruben@crunhalsted.com
INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: West Bend Mutual Ins Co 15350

COVERAGES

CERTIFICATE NUMBER: 2016-2017

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.

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

Event: July 28, 2017

CERTIFICATE HOLDER

City of DeKalb, Illinois
200 S 4th Street
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

T. Rosenow, CIC/MISSY

© 1988-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

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Crum-Halsted Agency Inc
2350 Bethany Road
Sycamore IL 60178

INSURED
Fun Ne Events, Inc
PO Box 463
Dekalb IL 60115

CONTACT NAME: Missy Gruben
PHONE: (815) 756-2906
EMAIL: mgruben@crumhalsted.com

INSURER(S) AFFORDING COVERAGE
INSURER A: West Bend Mutual Ins Co 15350

COVERAGES
CERTIFICATE NUMBER: 2016-2017

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

Proof of Coverage

CERTIFICATE HOLDER
IDOT
2300 S Dirksen Parkway
Springfield, IL 62764

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
T. Rosenow, CIC/MISSY

© 1988-2014 ACORD CORPORATION. All rights reserved.
Staging begins at 6:00 p.m. at
Founders Elementary School (Formerly Huntley Middle School), 821 South 7th Street, DeKalb, IL 60115.
Your entire unit must be properly in line before 7:00 p.m. or it will be scratched from the parade.
APPLICATION FOR MASS GATHERING

License Fees: $200.00 PER EVENT/PER DAY

Municipal Code Chapter 34, minimum 30 day advance notice must be given prior to issuance of license.

License requested as provided for in Chapter 34 of the City of DeKalb Municipal Code for a period beginning on June 28, 2017 and ending July 28, 2017, as indicated hereafter.

Describe Event Specifically: Kishwaukee Fest Parade

Company Name: Kishwaukee Fest / FunMusic Events

Company Address: P.O. Box 463
                      DeKalb, IL 60115

Company Phone: 815-756-1263

Applicant Name: Michael Emery

Applicant Address: 425 Farmwest Drive
                      DeKalb, IL 60115

Applicant Phone: 815-756-1263

List the two most current cities in Illinois that you conducted this type of business and the dates business was conducted:

Location of Event: DeKalb and Chicago

Dates of Event: Including additional Set up/Take down days

Days/Hours of Operation:

Number of Expected Participants:

Property
Owner: 

Property Address: 

Property Owner Telephone: 

Will you be requiring (check all that apply): 

Electrical Access: \(N/\) \(A\)  Water Access: \(N/\) \(A\)  Other: \(N/\) \(A\)  

Specify Other: 

Name, address, phone number of all responsible parties conducting, supervising and/or sponsoring the event: 

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<th>NAME:</th>
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(Use additional sheet if necessary.) 

THE FOLLOWING SHALL APPLY TO THIS APPLICATION: 

Permit Application: 

b) The permit application shall be accompanied by a site plan showing the proposed location and orientation of the event, and identifying: i) applicable occupancy limits; ii) temporary or permanent sanitation facilities; iii) all points of emergency ingress and egress; iv) any temporary structures, tents, facilities or utility connections anticipated to be utilized; and, v) the parking arrangements for anticipated attendees, showing that all anticipated attendees can be safely accommodated by planned parking. The site plan shall be accompanied by written letters from the owners of each parcel identified for use on the site plan (other than property owned by the applicant), consenting to the use of their property for the event. 

c) The applicant shall be responsible for all costs of inspection or permitting for any inspection or permit which is required under applicable City Code. In addition, all permits shall be subject to review by the City of DeKalb Police Department, Fire Department and Public Works Department, which shall be authorized to require additional or supplemental inspections based on the nature of the proposed event; the cost of any such inspections shall be borne by the applicant. Any building within which an event including Hazardous Activity is proposed to be conducted within shall require a then-current Fire Life-Safety inspection and license (or such a License shall be acquired prior to issuance of a permit for the event). 

d) For any Commercial Event or any event which requires a permit and is to be conducted on City-owned property, the applicant shall be responsible for entering into an agreement with the City of DeKalb which identifies a single person legally responsible for the ultimate collection and payment of any governmental fines, penalties, taxes or fees due in connection with the event, and which specifies any specific rules or regulations applicable to the event (including but not limited to regulations relating to the sale of any age-restricted items or services or the conduct of any Hazardous Activities).

1) Said agreement shall be in a form acceptable to the City Manager, and the City Manager is authorized to negotiate and enter into such agreements on behalf of the City. In the case of any event that is
identified by any City Department as requiring supplemental City services (e.g. an event with Hazardous Activity that the Fire Department determines requires standby ambulance service, an event that the Police Department determines requires supplemental police patrol, or an event that requires Public Works supervision and/or road closure, inspections or utility connections), the agreement shall require that the applicant post a cash escrow in an amount estimated to be adequate to cover the anticipated costs of such supplemental services prior to issuance of an event permit, and shall require that the applicant be responsible for the actual costs incurred by the City in providing any service, patrol, response, or other matter that requires an expenditure of City resources, services or funds in responding to, managing or patrolling such event or any conduct or occurrence arising out of such event.

2) Said agreement shall provide that the applicant shall be responsible for the payment of any cleanup, restoration, remediation or other similar expenses incurred by the City or any private property owner not affiliated with the event, occurring as a result of the event.

3) For any Commercial Event or event involving a Hazardous Activity, temporary structure, temporary utility connection or closure of a public street or right of way, said agreement shall also require the applicant to provide a certificate of insurance evidencing general commercial liability insurance coverage for the event and/or the premises at which the event is to be conducted, from an insurer licensed to do business in the State of Illinois, with policy limits not less than $1,000,000 per person, per occurrence, and listing the City of DeKalb as additional primary insured without right of subrogation.

e) The applicant shall also be responsible for submitting a security plan providing for the safe and orderly conduct of the event in a fashion that protects the public health, safety, welfare and morals and minimizes or eliminates impact on surrounding property owners and the general public.

Proof of liability insurance in the minimum amount of One Million Dollars ($1,000,000) per person per occurrence listing the City of DeKalb as an additional insured must be attached.

Letters of permission by any property owner affected that may necessitate the acquisition of temporary easements, use of leased land or as otherwise required.

Building permit applications shall be submitted and signed by licensed and bonded contractors (where required) in accordance with DeKalb Municipal Code provisions.

I, THE UNDERSIGNED APPLICANT OR AUTHORIZED AGENT THEREOF, SWEAR OR AFFIRM THAT: THE MATTERS STATED IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT; THEY ARE MADE UPON MY PERSONAL KNOWLEDGE AND INFORMATION; THEY ARE MADE FOR THE PURPOSE OF REQUESTING THE CITY OF DEKALB TO ISSUE THE LICENSE HEREIN APPLIED FOR; AND THE APPLICANT WILL NOT VIOLATE ANY OF THE LAWS OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, OR THE CITY OF DEKALB, IN PARTICULAR.

July 3, 2017
Print Name and Title

Subscribed and sworn to before me this ______ day of __________, 20__

Notary Public

Please return completed applications to: City of DeKalb/Finance Department
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<th>OFFICE USE ONLY:</th>
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<td>Scale Drawing Included: YES NO</td>
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<td>Certificate of Insurance Included:</td>
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<td>Letter from Property Owner Included:</td>
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If you have any questions or require further assistance, please call (815)748-2085.
FRANK VAN BUER PLAZA EVENT
ENCROACHMENT PERMIT APPLICATION

Municipal Code, Chapter 6.04
APPLICATIONS MUST BE SUBMITTED AT LEAST THIRTY DAYS IN ADVANCE OF THE EVENT

The undersigned hereby makes application for a Frank VanBuer Plaza Encroachment Permit as provided for in Chapter 6.04 of the DeKalb Municipal Code for a period commencing July 29 and ending July 29 as indicated hereafter (maximum three days per event).

Business/ Organization Name: Kischwanke Fest & Event
Address: P.O. Box 445 - DeKalb, IL 60115
Telephone No.: 815-756-1263
Applicant Name: Michael Embrey
Telephone No.: 815-756-1263 E-mail: M.Embrey@FestEvent.com

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

Michael Embrey 815-756-1263 E-mail: M.Embrey@FestEvent.com

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) (attach additional page if necessary):

Set-up: Sat. July 29 from 6:00 AM to 4:00 PM
Event: From 10:00 AM to 4:00 PM
Tear-down: From 4:00 PM to 5:00 PM

Will need water and electricity

Attach the following to this application:

a. A site plan (scale 1:120) showing where the event will be held on the Plaza, including any temporary structure (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 as an additional insured.

c. A listing of 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.
FEES

Non-refundable Application Fee: $25.00
VanBuer Plaza Event Encroachment Permit Fee (to be paid when permit is issued): $100.00 per event (April 1-November 1)

ADDITIONAL FEES

Standard Event. In addition to the permit fee a cash deposit in the amount of $100 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 Assistant Director of Public Works – Operations & Maintenance, the deposit will be returned within twenty (20) working days; however, if it is necessary for City staff to perform significant additional cleanup, all or a portion of the $100 will be used to defray expenses of said cleanup, and the City will assess a fine of $50.00.

Event with Food Component. Events which include the preparation and distribution of food to patrons will require a minimum cash deposit in the amount 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 to the base deposit amount of $150.00
11& above Food Vendors: Add $150.00 to the base deposit amount of $150.00

If the cleanup is found to be satisfactory by the Assistant Director of Public Works – Operations & Maintenance, the deposit will be returned within twenty (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 FVB Plaza, a fee of $25 shall 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 FVB Plaza, a fee of $25 shall 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 One Hundred Dollars ($100.00) shall be submitted prior to issuance of the permit.

RESPONSIBILITIES AND RESTRICTIONS

1. Due to the location of FVB 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 which requires propelling objects into the brick surface is strictly prohibited.

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

3. Every permiitee shall 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 under the provisions of this Chapter.

4. 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.

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

6. All vendor vehicles that are 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.

7. 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 52.35 of this Code. In no event shall the hours of live and/or amplified sound entertainment activities extend beyond 10:00 p.m. on Sundays through Thursdays and beyond 11:00 p.m. on Fridays and Saturdays.
STATEMENT
The undersigned, being duly sworn, 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 5:00pm on Monday through Friday, or on Saturday, Sunday or a City recognized Holiday, an additional fee of One Hundred Dollars ($100.00) shall 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.

Applicant’s Signature: [Signature] Date: July 3, 2017
Print Name: Michael Embrey Title: CCA/HR

Return completed application to:
City of DeKalb Clerk’s Office
200 S. 4th Street
DeKalb, IL 60115
Email: ruth.scott@cityofdekalb.com

Please call (815) 748-2095 with questions regarding this application.
ENCROACHMENT PERMIT APPLICATION
Municipal Code, Chapter 6.04
APPLICATIONS MUST BE SUBMITTED AT LEAST THIRTY DAYS IN ADVANCE OF THE EVENT

The undersigned hereby makes application for an Encroachment Permit as provided for in Chapter 6.04 of the DeKalb Municipal Code for a period commencing July 24, 2017 and ending July 29, 2017 as indicated hereafter (maximum three days per event). 10:00 am - 5:00 pm

Type of Encroachment Requested (choose one):
- ☐ Temporary
- ☐ Continuous
- ☐ Outdoor Café
- ☐ Farmer's Market

Location where encroachment will be positioned:

Business / Organization Name: Kishwaukee Fest / FunWE EVENTS
Address: P.O. Box 463 - DeKalb, IL 60115
Telephone No.: 815-756-1263
Applicant Name: Michael Embrey
Telephone No.: 815-756-1263 E-mail: M.Embrey@FunWEEvents.com

Describe in detail proposed encroachment including nature of construction, material to be used, and dimensions: Van Buren Plaza - close off parking lot

Names, addresses, telephone numbers of officers and persons in charge of operating and maintaining this Encroachment (if corporation, list officers and registered agent):

Michael Embrey, FunWE EVENTS - P.O. Box 463 - DeKalb, IL 60115

The period of time for which the encroachment permit is requested (specific dates and hours):

EVENT 10:00 AM - 5:00 PM SAT. JULY 29
Block off - 8:00 AM - No Parking Signs - Open: 6:00 AM

Attach the following to this application:

a. A description of the proposed encroachment including nature of construction, material to be used, exact dimensions, drawing of the encroachment, and explanation of any utility requirements and location of such utilities. 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 five feet (5').
CERTIFICATE OF LIABILITY INSURANCE

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 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
Missy Gruben
(815) 756-2906
agruben@crumhalsted.com

INSURED
Fun Mo Events, Inc
PO Box 463
DeKalb, IL 60115

INSURER(S) AFFORDING COVERAGE
INSURER A: West Bend Mutual Ins Co
NAIC #: 15350

COVERAGES
CERTIFICATE NUMBER: 2016-2017

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.

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DESCRIPTON OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event: July 29, 2017

CERTIFICATE HOLDER
City of DeKalb, Illinois
200 S 4th Street
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
T Rosenow, CIC/Missy

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The ACORD name and logo are registered marks of ACORD
July 12, 2017

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

Dear Ms. Charlton:

In accordance with your request and in reliance upon the conditions noted in your resolution adopted July 10, 2017, the Illinois Department of Transportation grants the City of DeKalb permission, subject to the aforesaid conditions, to temporarily close Illinois 38, from Seventh Street to Second Street, and the intersection of Illinois 38 and Illinois 23, from 6:00 p.m. to 9:00 p.m. on July 28, 2017 for the purpose of a Kishwaukee Fest parade.

Your cooperation in minimizing confusion and delay to through traffic is earnestly solicited and a reminder that the roadway needs to be open to clear 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,

Kevin Marchek, P.E.
Region Two Engineer

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

cc: Illinois State Police, District 2
    DeKalb Police Department
    S. Meiborg/D. Rennels
    Julie Wielgopolan
July 12, 2017

Sent Via E-Mail July 12, 2017

Illinois Department of Transportation
Attn: Thomas K Schaefer
700 E Norris Drive
Ottawa, Illinois 61350-0697

Re: Permit request to close IL Route 38 for Kishwaukee Fest

Dear Mr. Schaefer,

As we discussed and followed up in e-mail correspondence on June 28, 2017, I am forwarding the City’s request for approval to close Illinois Route 38 between 2nd and 7th Streets in DeKalb, Illinois for the purpose of holding the City’s Kishwaukee Fest. This closure is requested of the Department of Transportation on Friday July 29, 2016 from 6:00 p.m. to 9:00 p.m.

Enclosed you will find a copy of the City's Resolution 2017-084 which approves the request for closure, a certificate of insurance, and a traffic control map. Please let me know if there is any other information you require to process this request.

Sincerely,

Jo Ellen Charlton
Community Development Director
City of DeKalb
815.748.2371
joellen.charlton@cityofdekalb.com

[Signature]

DISTRICT 3
BUREAU OF OPERATIONS

JUL 12 '17

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Isp 2
DeKalb PD
Meiborg/Reeds

APPROVED
OCT 21 2016
This Agreement is made and entered into this __/__/2017 day of ____/__/2017, by and among FunME Events of DeKalb, IL (hereinafter referred to as “FME”), and the City of DeKalb, an Illinois municipal corporation (hereinafter referred to as “CITY”).

WITNESSETH: WHEREAS FME is the official and sole sponsor of Kishwaukee Festival 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, Kishwaukee 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, Kishwaukee 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 FME wishes to use a portion of the Premises to operate an Assembly Area (hereinafter referred to as the “ASSEMBLY AREA”) during the Kishwaukee Fest; and,

WHEREAS, the CITY has agreed to allow FME 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:

• USE OF CITY RIGHT OF WAY – STREET CLOSURES

The CITY will close specified streets as described in Exhibit B, and for the durations described therein.

• USE OF CITY RIGHT OF WAY – PARKING LOT CLOSURES

The CITY will close specified rights of way and parking lots as described in Exhibit B, and for the durations described therein. The properties described in this Section 1 and Section 2 shall be defined herein as the ASSEMBLY AREA or PREMISES, as later utilized herein. FME is granted the use of a designated portion of the Premises to operate the 2017 Kishwaukee Fest on July 24, 2017 through July 30, 2017.

FME has previously applied and qualified for a special and limited liquor license for the operation of the ASSEMBLY 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 FME’s operations, and this Agreement shall not provide any deviation from said regulations. Liquor sales within the ASSEMBLY AREA shall be specifically limited to sales of wine between the hours of 10:00am and 4:00pm on Saturday, July 29, 2017, and only within the geographic confines of Van Buer Plaza and
Palmer Court, subject to the balance of terms herein. No alcohol shall be permitted outside of the area comprising the Van Buer Plaza and Palmer Court.

- **LOCATION AND TIME OF SET UP/REMOVAL – FME** shall be responsible for the set up and tear down of the ASSEMBLY AREA site. Additionally, **FME** shall be responsible for the cost of all fencing and generators used in the ASSEMBLY AREA. **FME** shall be allowed to begin set up of the ASSEMBLY 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. **FME** must have everything used to facilitate the ASSEMBLY AREA’S operation (including litter within the designated area) completely removed from said site by midnight on the day of each event.

- **ASSIGNMENT AND/OR TRANSFER OF OBLIGATION** – **FME** may not assign or transfer this Agreement, or any interest therein, or any part thereof, without prior written consent of the CITY.

- **RIGHT TO USE A DESIGNATED AREA OF PREMISES** – **FME** shall have the right to use a designated area of the Premises in which to stage the ASSEMBLY 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 **FME** shall be grounded in accordance with locally-adopted ordinance requirements. **FME** shall not use any electrical equipment supplied by the CITY for any use other than what is necessary to operate the ASSEMBLY AREA.

- **LIQUOR DISTRIBUTOR** – The liquor caterer utilized by **FME** shall be responsible for the negotiation and procurement of a Liquor Distributor, in accordance with applicable laws.

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

- **BEVERAGE TICKETS AND PAYMENT TO FME** – All beverage tickets for beverages to be purchased and consumed in the ASSEMBLY AREA shall be issued by **FME**. The size and price structure for all ASSEMBLY AREA beverage sales shall be determined by and **FME** 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, **FME** shall pay Restaurant and Bar tax on all liquor sales.

**FME** shall require the liquor distributor to provide the Treasurer of **FME** with a detailed copy of the statement submitted to **FME** for all products distributed at the
ASSEMBLY AREA; a copy of this statement shall be provided to the City within 30 days of the event. FME shall utilize a locally license alcohol vendor with a City of DeKalb caterer’s license for the distribution of alcoholic beverages; all alcoholic beverages (wine only) shall be procured from licensed distributors in accordance with all applicable laws. The FME-selected caterer shall be responsible for providing TIPS trained staff in accordance with City Code, and for confirming the age and identity of all persons consuming alcoholic beverages. Age verification shall be denoted by wristband of distinct color and configuration, which is incapable of being removed without being destroyed. Alcohol shall not be removed from Van Buer Plaza and Palmer Court.

- **LICENSURES** – FME 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 FME under the terms of this Agreement. Further, FME agrees to abide by all applicable federal, state and local laws and regulations of public agencies with jurisdiction over the activities of the ASSEMBLY AREA.

FME shall comply with all regulations, rules or restrictions established by the City Manager. FME shall also comply with all regulations applicable to the operation of any motor vehicle associated with the festival. In addition, all FME 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, FME 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.

- **REST ROOM FACILITIES** – FME shall also be responsible for supplying an appropriate number of port-a-potties which will be located both inside and outside of the ASSEMBLY AREA parameters. The location of these will be at the discretion of the CITY.

- **ASSEMBLY AREA STAFFING** – It is the responsibility of FME to insure that an appropriate level of staffing is secured in order to provide every ASSEMBLY AREA patron a safe and orderly environment. At all times during the festival that the ASSEMBLY AREA is operational, FME will staff the ASSEMBLY AREA operations inside the parameters of the ASSEMBLY AREA with an appropriate and adequate number of staff members to ensure careful and reasonable monitoring of all alcohol consumption. FME 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.

- **WATER USAGE** – The City of DeKalb Water Division will be responsible for providing garden-hose-sized connections for water use, upon request from FME. 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.

- **INDEMNIFICATION** – FME agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the “City Indemnitees”) against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the FME or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the event covered by this contract or the premises equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of FME, FME’s employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

- **INSURANCE** – FME shall maintain general liability and dram shop insurance which will cover the operation of the ASSEMBLY AREA, a copy of which is attached as Exhibit
  
  - FME shall name the CITY as additional primary insured without right of subrogation on both insurance policies. FME 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**

  - Bodily Injury Liability and Property Damage Liability: FME 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.

  - Liquor Liability: FME shall be required to carry a minimum of $1,000,000 of dram insurance. FME will also have a “common law” endorsement on the policy.

  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, FME 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 ASSEMBLY AREA by FME 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 FME or by any person whatsoever.

- **RESTRICTION ON VENDORS** – FME 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 addition, FME shall confirm that any vendors participating in the event have obtained all required City approvals and permissions, including but not limited to food truck or food and beverage vending vehicle licensure for any food or beverage vending vehicles. Notwithstanding the foregoing, the City shall not require local licensure of food trucks or food vendors, and alcohol sales licensed under this Agreement shall not require separate local licensure.

- **TERM OF AGREEMENT** – This Agreement shall be for the period of the 2017 Kishwaukee Festival. Notwithstanding the foregoing, any provision of this Agreement that relates to an ongoing obligation of FME (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.

- **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:

  FunME Events, P.O. Box 463, DeKalb, Illinois 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.

FUNME EVENTS

By: [Signature]

Printed Name: [Name]

CITY OF DEKALB
Site plan for Skate Street Event attached. Additional site plans may be approved by City staff.

EXHIBIT B

STREET AND PARKING LOT CLOSURES

Monday, July 24, 2017:
No street closures presently contemplated for East End Block Party

Tuesday, July 25, 2017:
No street closures presently contemplated for events at Hopkins Park.

Wednesday, July 26, 2017:
No street closures presently contemplated for events at Ellwood House. Van Buer Plaza shall be closed, and portions of Palmer Court may be closed, for the Skate Street Event.

Thursday, July 27, 2017:
No street closures presently contemplated for events at Van Buer Plaza.

Friday, July 27, 2017:
The streets on the parade route shall be closed at a time mutually acceptable to the City and FME. The Parade route shall generally be from the location of Founders Elementary on 7th Street, to Lincoln Highway; Lincoln Highway to 2nd Street; 2nd Street to Locust Street.

Van Buer Plaza, Locust Street and Palmer Court, along with portions of 2nd Street, may be
closed at mutually acceptable locations before, during or following the parade.

Saturday, July 28, 2017:
Van Buer Plaza, Palmer Court and that portion of Locust Street from 2nd Street to the entrance of the bank building (just west of 3rd Street) shall be closed at a time mutually acceptable to FME and the City.

For all street closures, FME shall coordinate barricade dropoff, setup, teardown and removal with the City’s Public Works Department and shall coordinate timing with the Police Department, Public Works Department and Community Development Department.

**EXHIBIT C CERTIFICATES OF INSURANCE**
Certificate of Liability Insurance – IL Dept. of Transportation
Certificate of Liability Insurance – IL Liquor Control Commission