

RESOLUTION 2019-096

PASSED: JUNE 10, 2019

AUTHORIZING A SPECIAL EVENT AGREEMENT WITH FUNME EVENTS FOR THE 2019 BALLOONS, BREWS, AND BLUES EVENT.

WHEREAS, the City of DeKalb is a home-rule Illinois Municipal Corporation with powers and authority pursuant to the Illinois Constitution of 1970 and the applicable provisions of the Illinois Municipal Code; and

WHEREAS, the City has received a request from FunME Events for the approval of a Special Event Agreement pertaining to the conduct of the 2019 Balloons, Brews & Blues event within the DeKalb Taylor Municipal Airport, and the City wishes to approve of the same;


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

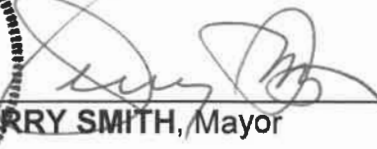
SECTION 1: The City Council of the City of DeKalb hereby approves of the Special Event Agreement attached hereto and authorizes and directs the Mayor to execute the same, subject to such minor amendments as shall be acceptable to him. Further, the Council directs and authorizes City staff to undertake all actions necessary to effectuate the conduct of the event and provide staff support to enable the same, inclusive of the provision of City staffing, resources, and expenditure of City funds.


SECTION 2: That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 10th day of June 2019 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Finucane, Smith, Fagan, McAdams, Faivre, Mayor Smith. Nay: None. Absent: Verbic.

ATTEST:


LYNN A. FAZEKAS, City Clerk


JERRY SMITH, Mayor



Balloons, Brews and Blues 2019 Agreement

This Agreement is made and entered into this 10th day of June, 2019, 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 sponsor of the Balloons, Brews and Blues event, located in DeKalb, IL; and as such sponsor has the authority to enter into an agreement for the provision of services at said event;

WHEREAS, Balloons, Brews and Blues will be held on property owned and operated by the CITY, that being DeKalb Taylor Municipal Airport, 3232 Pleasant Street, (hereinafter referred to as "PREMISES"), permission is granted for the use of certain portions of the PREMISES for purposes of holding said event;

WHEREAS, FME wishes to use a portion of the PREMISES to operate an Event Area (hereinafter referred to as the "EVENT AREA") as reflected on the attached Exhibit A, during the Balloons, Brews and Blues event; and,

WHEREAS, the CITY has agreed to allow FME to use a portion of the PREMISES only for the above-stated reasons and subject to the conditions set forth below;

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

1) USE OF CITY RIGHT OF WAY – STREET CLOSURES

FME is not permitted to close any street in association with this event; however, FME shall be responsible for the direction of traffic as necessary for the safe and effective movement of motor vehicles and pedestrians in to and out of the PREMISES and any designated parking areas. FME shall be responsible for the set up and take down of all barricades and/or signage associated with traffic direction where required by the CITY. The CITY agrees to provide barricades and/or signage as needed. All barricades and/or signage will remain property of the CITY and shall be left in a designated location at the conclusion of the event.

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

The CITY will close the parking areas from 8:00 a.m. to 11:59 p.m. Saturday, June 22, 2019. The CITY will post notice of the parking lot closure 48 hours in advance of the closure.

3) USE OF CITY RIGHT OF WAY – AGREEMENT AUTHORIZATION FOR USE OF PREMISES FOR EVENT AREA

FME is granted the use of a designated portion of the PREMISES to operate the Balloons, Brews and Blues events on Saturday, June 22, 2019.

The EVENT AREA shall be open to the public during the following hours: Saturday, June 22, 2019; 3:00 p.m. to 9:00 p.m. FME shall stop dispensing alcohol at 8:30 p.m. and is responsible for removing all patrons from the EVENT AREA no later than 10:00 p.m.

4) LOCATION AND TIME OF SET UP/REMOVAL

FME shall be responsible for the setup and take down of any barricades associated with street and/or parking lot closures for the event. FME shall be responsible for the set up and tear down of the EVENT AREA site. FME shall be allowed to begin set up of the EVENT AREA at 8:00 a.m. on Saturday, June 22, 2019. Pre-event set-up may be allowed at the discretion of the Airport Manager. The Airport Manager shall determine PREMISES points of access for purposes of setup, delivery of materials and departure. FME must have everything used to facilitate the EVENT AREA operation (including litter within the designated area) completely removed from said site at 11:59 p.m. on Saturday, June 22, 2019, except for port-o-potties which will be removed by 12:00 p.m. the following day.

5) 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.

6) 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 EVENT AREA, as determined by the CITY and 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 temporary power equipment, lines, etc. will be inspected by CITY Building and Code 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 EVENT AREA.

FME will cooperate with the City in the restriction of patrons to the EVENT AREA. Airport operations must be allowed to continue unimpeded outside the EVENT AREA. The CITY will restrict use of the PREMISES to accommodate the EVENT AREA to the extent necessary, including closure of runways and/or taxiways, as determined by the Airport Manager.

7) LIQUOR DISTRIBUTOR

FME shall be responsible for the negotiation and procurement of a liquor vendor with applicable state and local licensure, including but not limited to catering licenses. The City Manager may waive local catering event liquor permit fees.

8) SPONSORSHIP

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

9) BEVERAGE SALES AND CONSUMPTION

FME or their contracted vendor will be permitted to engage in the sale and distribution of alcohol no earlier than 3:00 p.m. and no later than 8:30 p.m. on Saturday, June 22, 2019. All alcohol consumption must take place within the EVENT AREA and is required to comply with the Chapter 38 requirement for fencing of a designated area for consumption. FME will be responsible for posting signage notifying attendees as such, subject to final approval by the CITY's Police Department the day of the event. FME will also provide volunteers to monitor the perimeter of the EVENT AREA to prevent attendees from exiting the area with an open container.

FME shall utilize a locally licensed alcohol vendor with a current City of DeKalb Caterer's License for the sale and distribution of alcoholic beverages; all alcoholic beverages shall be procured from licensed distributors in accordance with all applicable laws. The FME-selected vendor 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.

All alcoholic beverages will be for purchase and consumption in the EVENT AREA only and FME will assume responsibility for verifying attendees' age and monitoring the EVENT AREA to ensure responsible consumption and compliance with applicable laws.

The size and price structure for all EVENT AREA beverage sales shall be determined by FME in accordance with Chapter 38 of the DeKalb Municipal Code, with the exceptions outlined herein. In accordance with the City of DeKalb Municipal Code Chapter 60, Restaurant, Bar, and Package Liquor tax, subsection 60.02 Imposition of Tax, FME is required to 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 EVENT AREA; a copy of this statement shall be provided to the CITY within thirty (30) days of the event.

10) LICENSURES

FME shall pay for all licenses, permits, fees or other similar authorizations or charges under state, federal, or local laws (except those waived by the City Manager) 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 EVENT AREA.

FME shall comply with all regulations, rules or restrictions established by the Airport Manager. FME shall also comply with all regulations applicable to the operation of any motor vehicle and/or aircraft associated with the event. 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 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 or to suspend or terminate portions of the event based upon specific public safety occurrences or threats to attendee safety.

11) ENTRY FEE

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

12) RESTROOM FACILITIES

FME shall be responsible for supplying an appropriate number of port-a-pottie type restroom facilities which will be located within the EVENT AREA parameters. The location of these will be at the discretion of the CITY.

13) EVENT AREA STAFFING

It is the responsibility of FME to ensure that an appropriate level of staffing is secured in order to provide every EVENT AREA patron a safe and orderly environment. At all times during the events that the EVENT AREA is operational, FME will staff the EVENT AREA operations inside the parameters of the EVENT AREA with an appropriate and adequate number of staff members or volunteers to ensure careful and reasonable monitoring of all alcohol consumption. FME hereby acknowledges that their staff will at all times respect the patrons enjoying the events and will ensure that at no time shall any of the staff consume alcoholic beverages while working. In addition, FME shall ensure that, at all times the EVENT AREA is operational, all liquor sales, consumption and liquor-related activities shall be monitored by at least one TIPS-trained liquor supervisor, who shall be responsible for oversight of the EVENT AREA. Any disputes, questions or concerns regarding the sale or distribution of liquor at the festival shall be determined by the TIPS-trained liquor supervisor, who shall be given the authority to prohibit any sale or distribution deemed by him or her to be inappropriate, and who shall also have the authority to terminate liquor sales or distribution at any time. Said liquor supervisor shall be made available to the CITY upon request during the events.

FME agrees to reimburse the CITY for any costs associated with the provision of public safety services, as deemed necessary by the CITY, which shall include but is not limited to the following:

1. Two (2) City of DeKalb Police Officers
2. One (1) ambulance staffed by two (2) City of DeKalb Paramedics

14) WATER USAGE

The City of DeKalb Utility Division will be responsible for providing garden-hose-sized connections for water use, if necessary. The connections will be located at various fire hydrants or other water service connections throughout the area. The fire hydrants will be turned on at the start of the event by Utility Division personnel and will be turned off at the end of the event by Utility Division personnel. At no time will anyone other than Utility Division personnel be permitted to operate the fire hydrant. In addition, the Utility 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

FME 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 FME, its employees, agents, servants, subcontractors, licensees, or assignees. This clause shall survive the termination of this Agreement.

16) INSURANCE

FME shall maintain general liability and dram shop insurance which will cover the operation of the EVENT AREA. 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 ten (10) 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:** 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.
- B. **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.
- 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, 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 EVENT 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.

17) RESTRICTION ON VENDORS

FME shall not allow any vendor which has an outstanding debt due to the CITY to participate in the events and shall confirm a vendor list with the City at least ten (10) days prior to the events, for purposes of complying with this requirement. All vendors shall comply with all applicable CITY rules and regulations, including but not limited to those pertaining to the collection and remittance of taxes and fees.

18) TERM OF AGREEMENT

This Agreement shall be for the period of the 2019 Balloons, Brews and Blues event. 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.

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:

Balloons, Brews and Blues, Event Director, P.O. Box 463, DeKalb, IL 60115

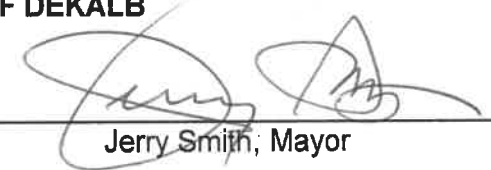
City of DeKalb, City Manager's Office, 200 S. Fourth Street, DeKalb, IL 60115; or such other place as any party in writing shall designate.

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

BALLOONS, BREWS & BLUES

By: 
Printed Name: Michael Emswary

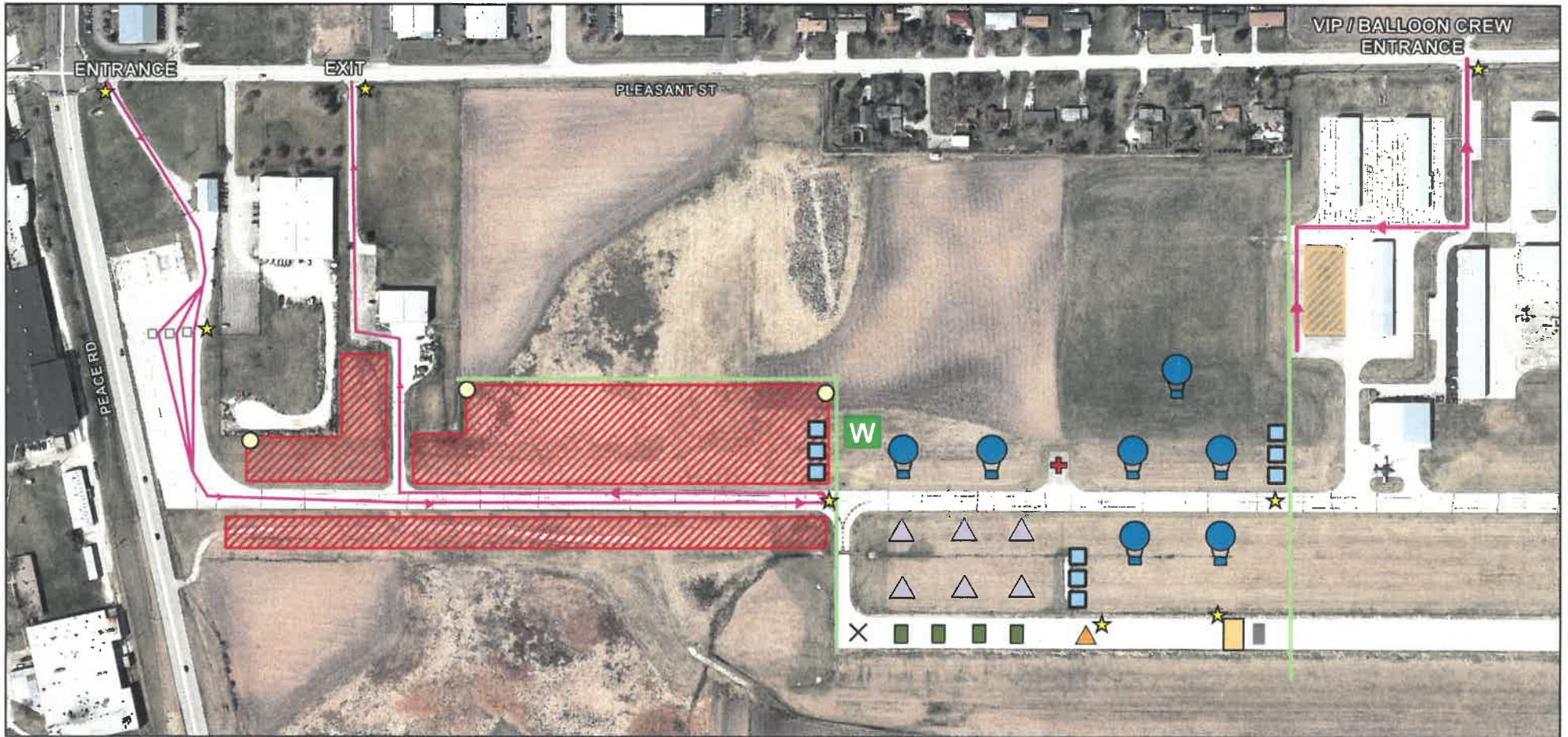
CITY OF DEKALB




















By: 
Jerry Smith; Mayor

**EXHIBIT A
EVENT AREA**

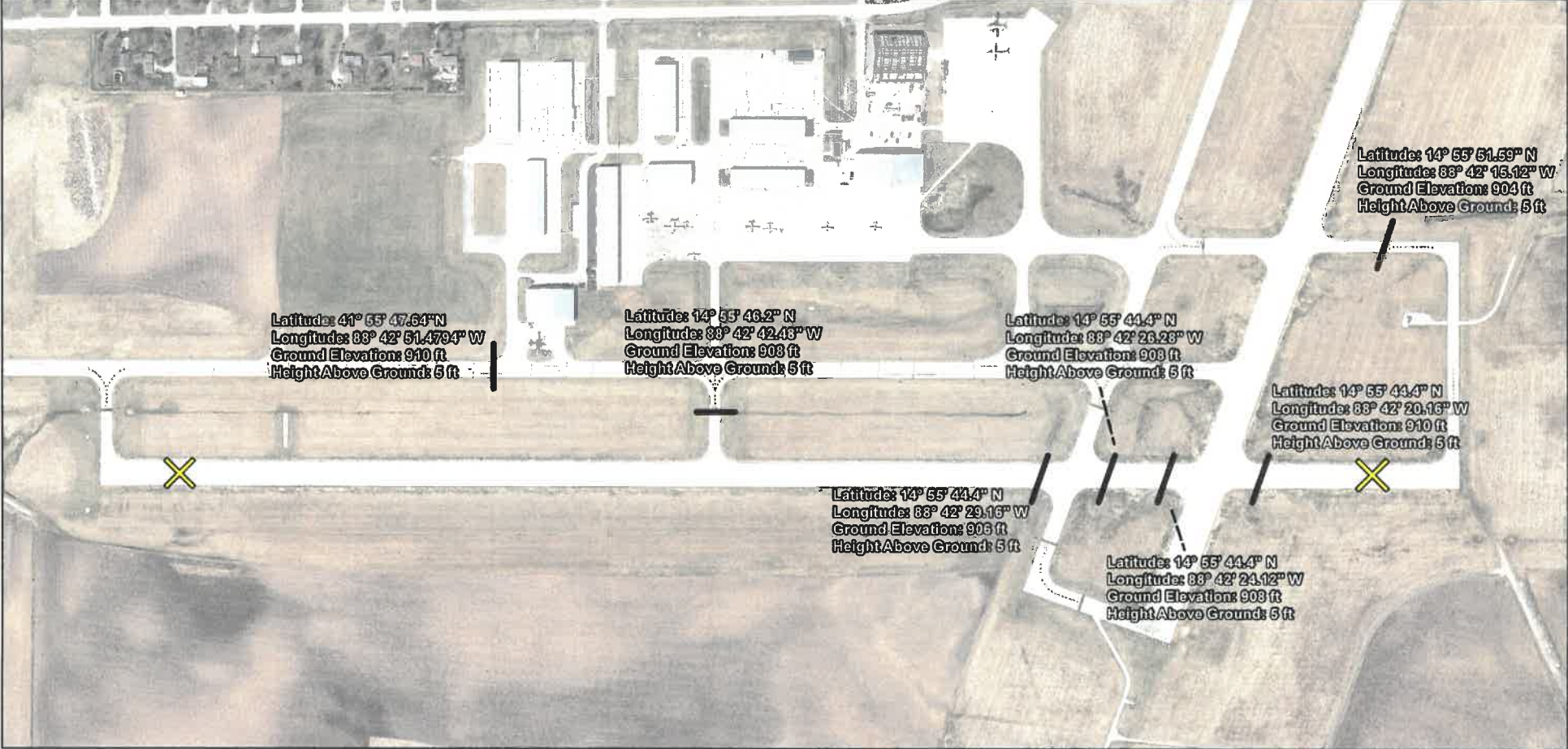
(SEE ATTACHED)

"Balloons, Brews, and Blues Fest" at DeKalb Taylor Municipal Airport



- | | | | | | | | | | | | | |
|---|---------------------------|---|------------------|---|-------------------------|---|----------------------------|---|-------------------------|---|---|--|
|  | Parking |  | Ambulance |  | Lights |  | Porta Potty |  | Closed Runway |  | 
0 0.0475 0.095 0.19 Miles | |
|  | VIP / Band Parking |  | Security |  | Hot Air Balloons |  | Fence |  | Military Vehical |  | | 
APMap_BALLOON_2019.mxd
CREATED: 4/3/2019 LKA |
|  | Sound Stage |  | Dumpster |  | Vendor Tents |  | Entrance/Exit Route |  | Generator | Beer Tent | | |

Closed Taxiways



 Closed Runway  Barricades





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2019

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 Partridge Insurance, Inc. 2580 DeKalb Ave Sycamore, IL 60178 Larry Forsberg	815-758-4447		CONTACT NAME Larry Forsberg
			PHONE (A/C, No, Ext): 815-758-4447
			FAX (A/C, No): 815-758-3111
		E-MAIL ADDRESS: forsberg@partridge.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: New Hampshire Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
 FunME Events
 650 Peace Road, Ste F
 DeKalb, IL 60116

COVERAGES **CERTIFICATE NUMBER:** **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	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:			16951408	07/18/2018	07/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO 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 <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER **CANCELLATION**

CITYDEK

City of DeKalb
 DeKalb Taylor Airport
 200 S. 4th St
 DeKalb, IL 60115

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

AUTHORIZED REPRESENTATIVE