VILLAGE OF ITASCA
COMMITTEE OF THE WHOLE MEETING AGENDA

February 18, 2020
(Board Room, 2nd Floor)
(This meeting will convene immediately following the Village Board Meeting, which begins at 7 p.m.)

President: Jeffery J. Pruyn Phone: 630-773-0835
Trustees: Jeff Aiani
Dino Gavanes
Michael J. Latoria
Ellen Leahy
Kathy Linsner
Frank Madaras
Clerk: Jody A. Conidi
Administrator: Carie Anne Ergo

Call to Order; Roll Call

2. Pledge of Allegiance

3. Audience Participation

4. Presentation of Meeting Minutes
   a. Committee of the Whole – February 4, 2020
      Documents:
      20200204 COW MTG MINUTES.PDF

5. President’s Comments

6. Community Development Committee
   Chair Trustee Latoria; Co-Chair Trustee Gavanes
   a. Discussion and possible action regarding the 2020 Zoning Map Update
      Documents:
      COMDEV A_ZONING MAP UPDATE_021820.PDF

7. Capital & Infrastructure Committee
   Chair Trustee Aiani; Co-Chair Trustee Latoria
a. Discussion and possible action regarding 2020 Design and Construction Engineering Services for Rohlwing Road Watermain Lining

Documents:

CAP A - TASK ORDER 20-R0312 - WATERMAIN LINING.PDF

8. Finance & Operations Committee
   Chair Trustee Madaras; Co-Chair Trustee Linsner
   a. Discussion and possible action regarding a Proposal for Oktoberfest Bands and Stage Equipment with KCM Productions

Documents:

FIN A - OKTOBERFEST BANDS AND STAGE PROPOSAL.PDF

9. Intergovernmental Committee
   Chair - Trustee Leahy; Co-Chair Trustee Aiani

10. Department Head Reports

11. Village Administrator Report

12. Closed Session

13. Adjournment
1. **Call to Order**
   Mayor Pruyn called to order the Committee of the Whole Regular Meeting at 7:15 p.m.

   **Roll Call**
   PRESENT: Mayor Jeff Pruyn, Trustee Dino Gavanes, Trustee Ellen Leahy, Trustee Jeff Aiani, Trustee Kathy Linsner, Trustee Mike Latoria.
   ABSENT: Trustee Frank Madaras.


2. **Pledge of Allegiance**
   Recited at the preceding Village Board Meeting.

3. **Audience Participation**
   No Audience Participation.

4. **Meeting Minutes**
   a. **Committee of the Whole Meeting Minutes – January 21, 2020**
      Trustee Gavanes moved to approve the Committee of the Whole Meeting Minutes of January 21, 2020. Trustee Leahy seconded. *Motion carried by unanimous voice vote.*

5. **President’s Comments**
   Mayor Pruyn had no comments.

6. **Community Development Committee Report**
   Chair: Trustee Latoria, Co-Chair: Trustee Gavanes
   a. **Dynamic Sign Variances – 308 West Irving Park Road**
      Trustee Latoria moved to recommend approval of variances to dynamic sign regulations for Itasca Bank and Trust Co., 308 West Irving Park Road. The Plan Commission conducted a public hearing on January 15, 2020 and recommended approval with conditions (PC 20-001).

      Trustee Madaras arrived at 7:23 p.m.

      Trustee Gavanes seconded. *Motion carried by unanimous voice vote.*

      The Village Board will review criteria for dynamic signs at the Community Development Committee Meeting on Tuesday, February 11, 2020.
7. **Capital and Infrastructure Committee Report**  
   Chair: Trustee Aiani, Co-Chair: Trustee Latoria

   **a. 2020 Wastewater Treatment Plant Additional Work – Payment 1**  
   Trustee Aiani moved to recommend approval of Payment 1 in the amount of $63,843.90 to J.J. Henderson & Son, Inc. for work performed on 2020 Wastewater Treatment Plant Additional Work. Trustee Madaras seconded. **Motion carried by unanimous voice vote.**

   **b. 2019 Ardmore and Prospect Elevated Tanks Painting Program – Payment 9**  
   Trustee Aiani moved to recommend approval of Payment 9 in the amount of $33,386.40 to Jetco, Inc. for 2019 Ardmore and Prospect Avenue Elevated Tank Painting Program. Trustee Leahy seconded. **Motion carried by unanimous voice vote.**

   **c. 2020 Cured in Place Pipelining Program – Bid Award**  
   Trustee Aiani moved to recommend approval of awarding the bid in the amount of $67,603.00 to Insituform Technologies, USA for the 2020 Cured in Place Pipelining Program. Trustee Gavanes seconded. **Motion carried by unanimous voice vote.**

   **d. 2019-2020 Manhole Rehabilitation Program – Bid Award**  
   Trustee Aiani moved to recommend rejecting all bids for the 2019-2020 Manhole Rehabilitation Program due to bids being higher than budgeted. The project will be rebid or specs changed and rolled into next fiscal year for a more encompassing project. Trustee Gavanes seconded. **Motion carried by unanimous voice vote.**

   Executive session following meeting to discuss pending litigation.

8. **Finance and Operations Committee Report**  
   Chair: Trustee Madaras, Co-Chair: Trustee Linsner

   Trustee Madaras moved to recommend approval of continued participation into the Northern Illinois Municipal Electric Cooperative (NIMEC) to benefit from competitive bids from electric suppliers. The Village has been a member since 2006. Trustee Gavanes seconded. **Motion carried by unanimous voice vote.**

9. **Intergovernmental Committee Report**  
   Chair: Trustee Leahy, Co-Chair: Trustee Aiani  
   Trustee Leahy had no report.

10. **Department Head Reports**

    **Police Department**  
    Safety Director O'Connor reported 20th Century Fox is filming scenes of the TV series neXt at One Pierce Place next weekend; the Lutheran Church of Saint Luke had a break-in during a meeting on Monday, February 3, 2020; staff participated in Principal for the Day on Thursday, January 30, 2020; a security review with the Village Board will be scheduled; and a child abuse case is being investigated.
Committee of the Whole Regular Meeting
February 4, 2020
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Community Development Department
Community Development Director Malik Jarmusz reported new permit tracking procedures rolled out last week with checklists for residential projects; staff are scheduling time at the counter with residents to review checklists when applications are submitted; the contract with SAFEbuilt has been a year now; inspections are continuing to be outsourced; and multiple applications are being streamlined into one application.

Engineering Services
Village Engineer Wesolowski reported the Elm Street Storm Sewer Project plans will be ready this week, bids go out the end of February 2020, and an informational meeting is being scheduled for residents.

Public Works Department
Public Works Director Hitchcock reported Building Maintenance Specialist Wayne Mankowski is leaving in March 2020 and an advertisement for the position has been posted.

Village Attorney
Village Attorney Hervas had no report.

Village Clerk
Village Clerk Conidi had no report.

11. Village Administrator Report
Village Administrator Ergo reported monitoring current Springfield bills and a legislative update will be sent this week.

Mayor Pruyn called for a recess at 8:00 p.m.

12. Closed Session
Mayor Pruyn called to order the Closed Session at 8:04 p.m.
Mayor Pruyn adjourned the Closed Session at 8:25 p.m.

Mayor Pruyn reconvened the meeting at 8:25 p.m.

13. Adjournment
Trustee Madaras moved to adjourn the Committee of the Whole Regular Meeting at 8:25 p.m. Trustee Gavanes seconded. Motion carried by unanimous voice vote.

Submitted this 4th day of February 2020.

Jody A. Conidi, Village Clerk
MEMORANDUM

TO: President Jeff Pruyn  
Village Board of Trustees

FROM: Mo Khan  
Village Planner

CC: Shannon Malik Jarmusz, AICP  
Community Development Director

RE: 2020 Zoning Map Update

COTW: February 18, 2020

ENCL: Draft Zoning Map Update

BACKGROUND

State Statute requires that Illinois municipalities annually update their Zoning Map no later than March 31st of each year. In order to comply with this law, an updated map has been prepared and is attached for your review. Please note that the review copy measures 11x17 and the insets do not appear in order to retain legibility. A full-sized copy is available for review in the Community Development Department and copies will be printed and distributed following adoption.

SUMMARY OF CHANGES TO DATE

1. Map Title Updated to 2020
2. Signature Panel Updated to March 2020
3. Updated Village Logo
4. Right-of-way adjustments for consistency with County GIS records
5. Highland Gate Townhome Addressing
7. 222-248 Spring Lake Dr. – 3 New Units
8. 417-421 Pierce Place Town Home Addressing

10. 1101-1137 N Prospect Ave – Address Elimination

11. 1133 N Prospect Ave – Missing Address

12. Hamilton Lakes/ Raging Wire Subdivision & Addressing

13. Florina-Elm St Subdivision & Addressing – SE Corner of Elm & George St.

14. Florina-George St Subdivision & Addressing

15. Options Care/Walgreen’s Address Fix

**REQUESTED ACTION:**

1. Discussion of First Draft at the February 18, 2020 Committee of the Whole Meeting

2. Adoption of Final Draft at the March 3, 2020 Village Board Meeting
MEMORANDUM

To: Carie Anne Ergo, Village Administrator
From: Ross Hitchcock, Director of Public Works
Date: February 13, 2020
Subject: 2020 Design & Construction Engineers Services Rohlwing Road Watermain Lining

Introduction
We have requested and received Task Order 20-RO312 from Robinson Engineering for design and construction services with a not-to-exceed amount $31,976.

Discussion
We have a 12” watermain located on Rohlwing Road in the swampy land adjacent to the bird sanctuary. This watermain has had six brakes, four within the past two years. The location of this watermain is difficult to access and covered with water, leaks are difficult to find. Large amounts of water can be lost very quickly. Excavation is also difficult.

We believe the condition of the swampy land is contributing to the deterioration of the watermain. Lining this watermain will give us protection from deterioration and large volume water loss.

Staff Recommendation
I recommend this item be forwarded to the Committee of the Whole meeting on February 18, 2020 for consideration and approval.

After Action Steps

Attachments
Task Order # 20-RO312 from Robinson Engineering
TASK ORDER 20-RO312

In accordance with Paragraph 1.01 of the Agreement between the Village of Itasca ("Owner") and Robinson Engineering, Ltd. ("Engineer") for General Professional Services dated January 2013 ("Agreement"), Owner and Engineer agree to as follows:

1 Specific Project Data

A. Title: Rohliwang Road Water Main Lining (Hanmee Church to Softball Fields)
B. Description: Design engineering, bidding, and construction engineering services for the proposed lining of approximately 800 ft. of 12-inch diameter water main along the east side of Rohliwang Road between Hanmee Church and the softball fields. The design and permitting of the rohliwang road Water Main Lining will be performed during the current FY21 fiscal year with submittal to the IEPA and IDOT. The project will be bid in the spring of 2021 with construction following in the summer of 2021 which will be part of the FY22 budget.

2 Services of Engineer:

Design & Construction Engineering Services - Robinson Engineering will perform a topographic survey as needed of Rohliwang road in order to secure permits from the IEPA and IDOT for the water main lining. REL will prepare the design plans, specifications, appropriate bidding documents, and itemized opinion of probable cost of construction, preparation and submittal of IEPA Public Water Supply permit, and submittal to IDOT for a utility permit, along with performing any necessary revisions to the plans based on permit review. REL will also prepare an advertisement for bids for construction contract (cost for publication to be reimbursed by Owner); provide administration of bidding process including response to bidder questions; assist Owner with bid openings; review all bids received, prepare bid tabulations and recommend construction contract award to the Owner, and all related contract administration. Construction Engineering will includes: Pre-construction meeting & documentation; provide part-time construction observation; coordination with Village, contractor and utility companies as needed; review of material submittals; documentation of quantities; review of contractor invoices; and contract administration/management.

Principal Engineer 1 2 HR @ $198 /HR = $396
Senior Project Manager 1 16 HR @ $174 /HR = $2,864
Senior Engineer (QC/QA) 4 HR @ $168 /HR = $672
Project Engineer 3 60 HR @ $137 /HR = $8,220
Resident Engineer 2 75 HR @ $136 /HR = $10,200
Land Surveyor 3 8 HR @ $142 /HR = $1,136
Field Survey Crew 24 HR @ $115 /HR = $2,760
CAD Manager 8 HR @ $136 /HR = $1,088
CAD Designer 32 HR @ $126 /HR = $4,032
Administrative 2 8 HR @ $86 /HR = $688

Total Not to Exceed Cost: $31,976

Note: It is Public Works intent to perform all excavation and traffic control along Rohliwang Road. Construction cost for this project is approximately $150,000. Total Design Engineering fee is approximately $20,000 which is 13% of construction. The Total Construction Engineering fee is approximately $11,976 is approximately 6% of Construction.

VILLAGE OF ITASCA
By: ___________________________
Title: _________________________
Date Signed: ___________________

ROBINSON ENGINEERING, LTD.
By: ___________________________
Title: Aaron E. Fundich, PE, Exec. Vice President
Date Signed: 2/14/2020
MEMORANDUM

TO: Village Administrator
FROM: Dan Kompanowski Special Events Coordinator, Village of Itasca
DATE: Tuesday, February 11, 2020
SUBJECT: Proposal for Oktoberfest Bands and Stage Equipment

Introduction
The Village of Itasca would like to enter into two contracts with KCM Productions for Bands and Stage Equipment for Oktoberfest.

Discussion
The Village received two contracts for the Oktoberfest event from KCM Productions. The first contract is for $7,000 in lighting and sound equipment for the three-night event. The lighting and sound will remain the same and in place until the event is completed on Saturday September 12, 2020 at 11 p.m.

The second contract is for the Oktoberfest bands for a total of $4,900. I am recommending the Village Board approve the following four bands for the event:

- Thursday, September 10, 2020 from 5-8 p.m., The Bratwurst Brothers will play.
- Friday, September 11, 2020 from 7-10 p.m., Alpine Thunder will play
- Saturday, September 12, Euro Express will play from 1-5 p.m. and The Johnny Wagner Band will Play from 7-10 p.m.

Fiscal Impact
Oktoberfest is funded through hotel/motel tax dollars. The total cost for the execution of both contracts is $11,900, which will need to be budgeted in the 2021 Fiscal Year Budget.

Staff Recommendation
Staff recommends the Village Board consider authorizing the execution of both contracts from KCM Productions at the March 3, 2020 Village Board meeting.

After Action Steps
Execute and file contract with Deputy Clerk
-EQUIPMENT/SERVICE RENTAL AGREEMENT-

EQUIPMENT/SERVICE TO BE PROVIDED: SOUND & LIGHT PRODUCTION

STAGE: NONE .......................................................... $ -0-

SOUND: SOUND SYSTEM ........................................... $ 7,000.00 IN FULL RAIN OR SHINE

LIGHTING: TWO 6-BAR 1,000 WATT PAR-64 W ASST'D GELS ON STANDS ............... $ INCLUDED

BACK LINE EQUIPMENT: NONE ..................................... $ -0-

OTHER: NONE .......................................................... $ -0-

CLIENT NAME: VILLAGE OF ITASCA

ADDRESS OF CLIENT: 550 W. IRVING PARK ROAD

CITY: ITASCA, .............................. STATE: IL .................. ZIP: 60143

PHONE: 1-630-773-0835 ........................................ FAX: 1-630-773-2505

CELL: 1-630-361-4064, Dan ............................. E-MAIL: dkompanowski@itasca.com

DATE(S) OF ENGAGEMENT: THURSDAY, SEPT. 10; FRIDAY, SEPT. 11 & SATURDAY, SEPT. 12, 2020

PLACE OF ENGAGEMENT: VILLAGE OF ITASCA OKTOBERFEST

ADDRESS: INTERSECTIONS OF WALNUT AND ORCHARD STREETS UNDER TENT NEXT TO TRAIN DEPOT

CITY: ITASCA, .................................................... STATE: IL .................. ZIP: NONE

PHONE: NONE ..................................................... FAX: NONE

E-MAIL: NONE ............................................................

COMPENSATION AGREED UPON FOR THIS ENGAGEMENT: $ 7,000.00 IN FULL RAIN OR SHINE

DEPOSIT AMOUNT: ......................................................... $ NONE REQUIRED

MAKE DEPOSIT PAYABLE TO: NONE REQUIRED

BALANCE DUE: .......................................................... $ 7,000.00 VIA CHECK AT SHOW

MAKE BALANCE PAYABLE TO: KCM PRODUCTIONS, INC.

METHOD OF PAYMENT: VIA EVENT CHECK AT SHOW RAIN OR SHINE

NOTE: ALL "BALANCE DUE" AMOUNTS ARE PAYABLE IN FULL AND BY THE METHOD AND SCHEDULES INDICATED WITHIN THIS CONTRACT, UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE AND AGREED UPON IN WRITING BY ALL PARTIES.
-TERMS AND CONDITIONS-

1. All parties hereto agree to comply with all their respective local, state and federal tax requirements.

2. The validity, construction and effects of this contract shall be governed by the laws of The State of Illinois.

3. All additions, deletions or changes in this contract must be initialed and dated by both parties in order to be valid.

4. The employer, client, in signing this contract his or herself or having same signed by a authorized representative with his, her or their authority to do so hereby assumes all liability for the amount and terms stated herein.

5. OUTDOOR VENUES: (A) In the event of bad weather (rain, snow, hail, electric storm, etc.) an engagement should be stopped, and cancelled, the contractor/leader/artist shall be paid in full the compensation agreed upon. The Production Manager and KCM Productions, Inc. Rep. with consultation of Client, Employer, Venue shall have final control as to the duration and length of show in case of any civil disturbance or act of nature that poses a serious safety threat and hazard to artist(s), working personnel, public and equipment, including but not limited to: winds or heavy rains, lightning or storm or threat of any kind.

(B) The Contractor in this contract shall be responsible for calling their local J.U.L.I.E. or D.I.G.E.R. utilities office prior to stage and production load-in. All UTILITIES MUST BE CLEARLY MARKED ON GROUND AND MARKING LINES AND FLAGS MUST BE PLACED NO EARLIER THAN 24 HOURS PRIOR TO DATE. VENUE IS RESPONSIBLE TO MAKE SURE ALL OTHER UTILITIES ARE PROPERLY MARKED. We will be using 6-8 steel safety cables for support of our towers and roof structure that will require the installation of 6-8 (4" steel stakes) in-grass, asphalt or concrete. Venue assumes all responsibility to repair and patch all drilled holes as required for construction of equipment as well as repair to any utility line(s) that is pierced, KCM Productions, Inc. and its sub-contractors assumes no responsibility or liability in this area.

6. INSURANCE: The employer, client shall maintain a general liability policy in the amount of 1,000,000.00 dollars and shall cause artist(s), KCM Productions, Inc. and all sub-contractors to be named additional insured for the set-up, duration and load-out of this event or show. The employer, client further acknowledges that any damage or loss of equipment to artist(s) contractor and sub-contractors shall be replaced immediately at current market value if loss is due to negligence, riot, vandalism, theft or loss due to storm damage of any kind either as a direct or indirect result of the above causes.

7. HOLD HARMLESS: The Parties agree to indemnify & hold harmless each other, & their respective affiliates, officers, agents, employees, & permitted successors against any & all claims including but not limited to property, site, or venue damage as a result of weather or non-weather related conditions with respect to vehicles attempting to load-in or out equipment of any kind as well as the means of performance or content of performance by artist(s) at this event as well as any delays of artist(s) or production due to means of transportation of any kind to event to include load-in & out, losses, damages, liabilities, penalties, punitive damages, expenses, legal fees & costs of any kind whatsoever, which result from any act of omission of the indemnifying party, its respective affiliates, officers, agents, employees & permitted successors & assigns that occur in connection with this Contract for Services.

8. POWER: A minimum of 400amps 3-phase power is required for all large shows or events. The distribution will be determined prior to show: If we are providing sound or lights only then we will require (1) 300-amp 3-phase line/gen. for sound & (1) 400-amp 3-phase line/gen. for lights, BOTH ARE TO BE ON SEPARATE CIRCUITS. If venue is outdoors we will require (2) silent running-whisper quiet crystal controlled generators from either GEN POWER, CHARLES EQUIPMENT or AGGREKO only. Hook-up shall be with bare wire tails or cam-locks to be determined by production manager prior to show. Small shows power requirements to be determined prior to show by production manager. Client, employer is responsible for all related costs of power. Power source must be within 75' of stage if outdoor or indoor HOUSE ELECTRICIAN IS RESPONSIBLE FOR SUPPLYING AND RUNNING ALL CABLES AND LINES DIRECTLY TO THE STAGE FOR HOOK-UP WITH OUR DISTRIBUTION PANELS. Generator provider must reverse ground & neutral & must provide & install ground rods as required.

9. ELECTRICIAN: Employer, client must provide a licensed and bonded electrician to make all necessary electrical connection and disconnection of equipment as well as proper grounding of stage, and power sources as required. Electrician must be on hand at all times of event. Client is responsible for all damages caused to equipment by improperly connected power sources. If KCM is required to make any electrical connections, then a separate charge will be invoiced for this service.

(CONTINUED ON NEXT PAGE)
10. LABOR: Labor is paid on a time and schedule basis. Should our load-in and set-up times be delayed due to but not limited to the following: (1) No power or inadequate power  (2) Inclement weather  (3) Riot, strike or other civil disturbance  (4) Failure of client, employer to schedule electrician or failure of electrician to meet load-in guidelines and set-up schedules etc. any additional fee per man, per 8 hours will be billed this fee is in addition to any other charges and the fee is subject to change without notice. Current labor rates will apply.

11. SECURITY: Client, Employer must supply 24-hour security at dressing room, bus, and main stage area from load-in to load-out of all equipment even if this is next day after event ends. Security shall also be provided backstage at all entrances and at dressing room. Security shall be under control of production manager and shall conduct themselves in a proper manner at all times. No aggressive action of any kind will be tolerated. Venue to provide an adequate and safe CROWD BARRIER that is safely able to hold back capacity crowd from stage and entrance to any backstage area. NO GLASS CONTAINERS of ANY KIND WILL BE ALLOWED IN ANY PUBLIC AREA. THIS INCLUDES BUT IS NOT LIMITED TO BEVERAGE BOTTLES.

12. HOSPITALITY AND CREW MEALS: The venue shall supply at a schedule to be determined by production manager a supply of assorted fruit juices, Gatorade-assorted flavors, soft drinks, bottled and sparkling water, ice, and cups and up to 3 meals daily (to be determined by schedule). This hospitality should be on hand from arrival of crews for set-up until load-out of all equipment. If venue is outdoors, this is extremely important.

13. VEHICLE PARKING AND ACCESS TO STAGE: Venue, client or employer to guarantee easy and secure bus and vehicle access to stage area for purpose of unloading equipment and shall in the case of tour bus(s) shall allow parking of artist(s) and production support vehicles at no charge next to main stage or venue. If parking is to be remote, client, employer or venue shall be responsible for all additional labor costs required to handle equipment.

14. HOTEL ACCOMMODATIONS: Venue, client or employer must provide first-class hotel accommodations for all artist(s) and support personnel during set-up, duration of and load-out of show. Hotel must have restaurant. Client, Employer, or Venue is responsible for COST OF ROOM AND TAX ONLY.

15. SITE IMPACT: The client/employer in this contract shall hold harmless, KCM Productions, Inc. and all subcontractors from any liability, damages or costs to the grounds and landscaping that may arise as a result of inclement weather conditions, as related to load-in and load-out of any necessary equipment.

16. RENTAL EQUIPMENT (Stage, Sound, Lighting, and Backline Gear): Client/employer shall be solely responsible for any loss or damage to any rental equipment provided by KCM Productions or its subcontractors included but not limited to theft, fire, vandalism, acts of nature or misuse by unqualified or unauthorized persons.

-ADDITIONAL TERMS & CONDITIONS-

17. LIGHTING SOURCE FOR LOAD-IN AND LOAD-OUT: Client / Venue shall provide at no charge to Production Company or its Contractors proper and adequate lighting that is capable of lighting entire Main Stage, Front of House, Backstage and Loading Docks, Parking Lots and other areas as necessary from load-in until load-out is completed.

18. CABLE RAMPS: Client / Venue shall provide all necessary Cable Ramps at no cost to Production Company or its Contractors as required to cover all supplied feeder and electrical cables from the front of stage to the front of house mix position and also from the generator to stage. Each venue must comply with the requirements as required by their local municipality or governing body.

19. CROWD BARRICADES & FENCING: Client / Venue shall provide at no cost to Production Company or its Contractors a safe and secure fence area around all guide & safety wires and secure crowd barricade across the front of the stage. Security personnel provided by the Client / Venue shall maintain a secure presence within the crowd barrier to prevent public from entering or accessing the stage. Client / Venue shall also provide secure fencing around entire backstage area with sufficient gate opening in fencing or barrier to allow for vehicle and truck access at no cost to Production Company or its Contractors.

20. CANCELLATION CLAUSE: If for any reason the employer, client, or venue cancels the engagement, then the employer, client or venue will relinquish all deposits paid to artist(s) and KCM Productions, Inc. hereunder; the client/employer shall pay be liable for and pay the full amount of contract upon cancellation date. See additional terms below for other cancellation terms.

(CONTINUED ON NEXT PAGE)
KCM PRODUCTIONS TO SUPPLY:
ONE STATE OF THE ART SOUND SYSTEM THROUGHOUT TENT, BEER GARDEN ENDING AT WALNUT AVENUE
TWO 8-BAR 1,000 WATT PAR-64 W/ ASSTD GELS ON STANDS AT MAINSTAGE
ONE TECH TO OPERATE SYSTEM FOR 12 HOURS ARTISTS ARE SCHEDULED TO PERFORM AT EVENT
DELIVERY, SETUP AND PICK-UP OF EQUIPMENT

VENUE TO SUPPLY:
24 HOUR SECURITY AT TENT AND STAGE AREAS FROM LOAD-IN TO LOAD OUT

FORKLIFT:
USE OF FORKLIFT FROM LOAD-IN TO LOAD OUT OF SOUND AND LIGHT EQUIPMENT

LOAD-IN: TUES. OR WED. PRIOR TO EVENT / LOAD OUT: IMMEDIATELY AFTER SHOW ON SAT., SEPT 12, 2020
PLEASE PROVIDE TENT LOAD-IN SCHEDULE SO WE CAN COORDINATE OUR LOAD-IN TIME LINE.
PLEASE PROVIDE CLEAR ACCESS FOR SOUND AND LIGHT TRUCK TO VENUE FOR THE PURPOSE OF LOAD-IN AND SET UP OF
EQUIPMENT. TENT AREA MUST BE CLEAR OF ALL TABLES, CHAIRS AND OTHER EQUIPMENT.

GENERATOR / POWER:
(1) ONE SILENT RUNNING CRYSTAL CONTROLLED GENERATOR FROM GEN POWER. GENERATOR MUST BE CAPABLE OF
PRODUCING 300 AMP, 3-PHASE POWER.
GENERATOR COMPANY MUST PROVIDE GROUNDING RODS AND CONNECTORS AND MUST GROUND GENERATOR AND STAGE.
THE GENERATOR MUST BE ON HAND PRIOR TO OUR LOAD-IN ON WEDNESDAY, SEPT. 9, 2020, NO LATER THAN 9:00 A.M. AND MUST
BE LOCATED WITHIN 75’ OF THE REAR OF THE STAGE.

GENERATOR EXHAUST STACK:
PLEASE ADVISE GENERATOR COMPANY TO REVERSE THE GROUND AND NEUTRALS AND TO SUPPLY (5-WIRE) CAM LOCK TAILS.
THE GENERATOR COMPANY TO PROVIDE AN EXHAUST STACK EXTENSION AND TO POSITION STACK SO THAT THE EXHAUST FACES
AWAY FROM THE TENT AND STAGE PERFORMANCE AREA.

CROWD BARRICADES & FENCING:
PORTABLE "BICYCLE STYLE" OR SIMILAR BARRICADES TO SECURE MIX POSITION FROM PUBLIC ACCESS
CLIENT / VENUE SHALL PROVIDE AT NO COST TO CONTRACTOR, PRODUCTION COMPANY & ALL SUB-CONTRACTORS A SAFE &
SECURE FENCE AREA AROUND SOUND MIX POSITION AND ALL REMOTE SPEAKERS THROUGHOUT TENT AND OTHER VENUE
AREAS TO MAINTAIN SEPARATION FROM ALL SOUND SYSTEM SPEAKERS AND PUBLIC FOR SAFETY REASONS.

TENT: A STURDY AND SECURE STRUCTURED CLEAR SPAN TENT WITH SIDEWALLS SAME AS IN PREVIOUS YEARS.

STAGE:
ONE 24’ x 16’ x 2’ STURDY AND LEVEL STAGE SAME DIMENSIONS AS PREVIOUS YEARS. STAGE SET UP MUST BE COMPLETED
PRIOR TO OUR LOAD IN.

CABLE RAMPS TO PROTECT CABLES FROM BEER TRUCK AND OTHER VEHICLES:
PLEASE BE SURE THE BEER TRUCK DOES NOT RUN OVER, BACK OVER OR PARK ON ANY OF OUR CABLES OR SIGNAL WIRES.

PLEASE ORDER ADDITIONAL CABLE RAMPS AS MAY BE REQUIRED TO COVER ALL SOUND AND LIGHTING SIGNAL AND ELECTRICAL
CABLES AND WIRES. COORDINATE WITH KCM PRODUCTIONS AS TO HOW MANY ADDITIONAL CABLE RAMPS ARE NEEDED. PLEASE
HAVE GENERATOR COMPANY OR TENT COMPANY PROVIDE THE REQUIRED CABLE RAMPS.

CANCELLATION DUE TO INCLEMENT WEATHER & OTHER THREATS:
KCM Productions, Inc. shall have the right, in its sole discretion after consulting the client / venue, to stop, cancel or postpone any performance
due to actual or impending weather conditions, which threaten the safety of the Public, Contractor’s, Sub-Contractors equipment and crews. In
such event, Contractor, Vendor or Artist(s) shall not be liable to Client / Employer or Venue for any damages, direct or consequential, arising from
such stoppage, cancellation or postponement, and Client / Employer or Venue shall not be entitled to a refund of any deposits or payments made
to Contractor or Artist(s). All risk of cancellation due to actual or impending weather or terrorism threats or conditions of any kind is to be borne by
Client / Employer or Venue.

In the event of cancellation for any reason by the client, employer or venue, then the full amount of this contract is immediately due in full upon
the date of such cancellation. Reasons for cancellation can include but are not limited to: Inclement weather or terrorism threat of any kind, high winds,
rain, hail, sleet, snow, extreme or excessive heat or cold temperatures, freezing rain, tornadoes, straight line or micro burst winds, lightning or
electrical storms. THE CLIENT/VENUE/EMPLOYER MUST MAINTAIN CONSTANT CONTACT WITH LOCAL FIRE AND POLICE
DEPARTMENTS AND MONITOR WEATHER RADARS AND MUST HAVE IN PLACE & PROOF OF A SAFE EVACUATION PLAN FOR ALL
PUBLIC, ARTIST(S), CONTRACTORS AND VENDORS IN THE EVENT OF BUT NOT LIMITED TO THE ABOVE LISTED THREATS.

(CONTINUED ON NEXT PAGE)
PAYMENT:
PAYMENT IN FULL RAIN OR SHINE VIA EVENT CHECK AT END OF SHOW ON SATURDAY, SEPT. 12, 2020. PLEASE PRESENT CHECK TO KCM REPRESENTATIVE.

SOUND CREW HOSPITALITY AND MEALS:
PLEASE PROVIDE FOOD VENDOR TICKETS FOR CREW OF (3) THREE DAILY ON THUR. & FRI. AND FOR LUNCH AND DINNER ON SATURDAY. PLEASE PROVIDE BOTTLED WATER AND ASSORTED SOFT DRINKS & ASSORTED GATORADE ON ICE AT ALL TIMES AT THE MAIN STAGE AREA. IF TEMPERATURES ARE FRIDGID PLEASE SUPPLY HOT CHOCOLATE, APPLE CIDER, TEA AND COFFEE AS WELL. HOT AND COLD CUPS WITH ASSORTED SWEETNERS, STIR STICKS, CREAMER, PAPER TOWELS. ALL DINKS AND ICE TO BE REPLENISHED AS NEEDED ALL HOURS OF EVENT.

TRUCK AND VEHICLE PARKING / PERSONNEL PASSES:
PLEASE ARRANGE FOR SECURE AND CLOSE UP PARKING OF 30' BOX TRUCK AND 3-CARS FOR EACH DAY OF THE EVENT PLEASE SUPPLY ANY REQUIRED EVENT OR PERSONNEL AND VEHICLE PARKING PASSES AS REQUIRED TO ALLOW VEHICLES AND PERSONNEL TO ENTER AND LEAVE AS NEEDED

CONTRACT EXECUTION:
REVIEW THE CONTRACT FOR DATE, TIME AND LOCATION ACCURACY
DO NOT MAKE ANY CHANGES TO THE CONTRACT WITHOUT PRIOR APPROVAL FROM OUR OFFICE
ALL CHANGES MUST BE APPROVED BY ALL PARTIES TO THIS CONTRACT IN ORDER TO BE VALID TO ACCEPT CONTRACT, SIGN AND E-MAIL ALL PAGES OF THE SIGNED CONTRACT BACK TO OUR OFFICE

INCLEMENT WEATHER-EARLY WARNING; EVACUATION PLAN:
Reasons for cancellation or evacuation can include but are not limited to: Inclement weather or terrorism threat of any kind, high winds, rain, hail, sleet, snow, extreme or excessive heat or cold temperatures, freezing rain, tornadoes, straight line or micro burst winds, lightning or electrical storms.
THE CLIENT/VENUE/EMPLOYER MUST MAINTAIN CONSTANT CONTACT WITH KCM PRODUCTIONS, LOCAL FIRE AND POLICE DEPARTMENTS AND MONITOR WEATHER RADARS AND MUST HAVE IN PLACE & PROOF OF A SAFE EVACUATION PLAN FOR ALL PUBLIC, ARTIST(S), CONTRACTORS AND VENDORS IN THE EVENT OF BUT NOT LIMITED TO THE ABOVE LISTED THREATS.
CLIENT/EMPLOYER INFORMATION:

CLIENT/EMPLOYER NAME:
VILLAGE OF ITASCA

STREET ADDRESS:
550 W. IRVING PARK ROAD
CITY: ITASCA,
STATE: IL ZIP: 60143
PHONE OFFICE: 1-630-773-0835
CELL: 1-630-381-4064
E-MAIL: dkompanowski@itasca.com
FEIN OR TAX FREE ID NUMBER WITH LETTER:
NOT REQUIRED

AUTHORIZED SIGNATURE: ____________________________
DATE: ________________
PRINT NAME OF PERSON SIGNING CONTRACT: ________________

AUTHORIZED SIGNATURE: ____________________________
DATE: Dec. 2, 2019
PRINT NAME HERE

CONTRACTOR INFORMATION:

KCM PRODUCTIONS, INC.
P.O. BOX 3824
LISLE, IL 60532-8824
PHONE: 1-630-964-7576
ACCOUNT REPRESENTATIVE: Jim Killough
E-MAIL: kcm@kcmproductions.com

Date of Contract: Dec. 2, 2019
KCM Representative: JIM KILLOUGH
Date Signed Contract Returned To Office:
Date Deposit Received At Our Office: NOT REQUIRED
Check Amount:
Check #:
Date of Deposit:
Balance Due:
Other (Explain): NONE

Hotel Rooms: NONE
Date Advanced With Client:
Load- In Time:
Load- Out Time:

KCM Productions, Inc.
The Entertainment & Special Event Professionals
P.O. Box 3824, Lisle, IL, 60532-8824 • Phone: 630-964-7576 • Email: kcm@kcmproductions.com
-CLIENT-
-CONTRACT FOR SERVICES-

SERVICE OR EQUIPMENT TO BE PROVIDED: MUSICAL ENTERTAINMENT

NAME OF ARTIST(S)/GROUP/TALENT: BRATWURST BROS., ALPINE THUNDER, EURO EXPRESS & JOHNNY WAGNER

NAME OF LEADER: JOE DERUS, GABE KASPEREK, JOHN GUNThER & JOHN WAGNER

CLIENT NAME: VILLAGE OF ITASCA

ADDRESS OF CLIENT: 550 W. IRVING PARK ROAD

CITY: ITASCA, STATE: IL ZIP: 60143


E-MAIL: dkompanowski@itasca.com

DATE(S) OF ENGAGEMENT: THURS., SEPT. 10, / FRI., SEPT. 11, / SAT., SEPT. 12, 2020

SHOWTIME(S): SEE ADDITIONAL TERMS

NUMBER OF SHOW(S): SEE ADDITIONAL TERMS

PLACE OF ENGAGEMENT: VILLAGE OF ITASCA OKTOBERFEST

ADDRESS: INTERSECTIONS OF WALNUT & ORCHARD STREETS

PHONE: NONE FAX: NONE

E-MAIL: dkompanowski@itasca.com

COMPENSATION AGREED UPON FOR THIS ENGAGEMENT: .......... $ SEE ADDITIONAL TERMS

DEPOSIT AMOUNT: ............................................................... $ SEE ADDITIONAL TERMS

MAKE DEPOSIT PAYABLE TO: NONE REQUIRED

BALANCE DUE: ................................................................. $ SEE ADDITIONAL TERMS

MAKE BALANCE PAYABLE TO: SEE ADDITIONAL TERMS

NOTE: ALL "BALANCE DUE" AMOUNTS ARE PAYABLE IN FULL AND BY THE METHOD AND SCHEDULES INDICATED WITHIN THIS CONTRACT, UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE AND AGREED UPON IN WRITING BY ALL PARTIES.

DIRECTIONS TO VENUE:
-TERMS AND CONDITIONS-

1. ADVERTISING RESTRICTIONS: Positively no advertising of any kind including but not limited to publicity, posting to websites, T.V., radio or media printing including P.S.A., posters, flyers or mailers internal or indirectly issued until signed contracts and deposits have been received and approved by artist(s) management and KCM Productions, Inc. representative in writing. Client/employer must adhere to and observe all advertising restrictions placed by artist(s) and KCM Productions, Inc. any breach of this or any other part of contract is cause for cancellation by artist(s).

2. The contractor hires the leader/artist(s) severally on the terms and conditions specified herein. The leader/artist(s) already designated have agreed to be bound by said terms and conditions. Each artist(s) yet to be chosen shall be bound by said terms and conditions upon accepting this engagement The artist(s) severally agrees to render to the contractor and client services as entertainers under direction of the leader.

3. If any artist(s) have not been chosen upon the signing of this contract, the leader as agent for the contractor, and under his instruction shall hire such persons and any replacements as are required for any person(s) who for any reason do not perform any or all services. The contractor shall at all times have complete supervision, direction and control over the services of artist(s) on the engagement and expressly reserves the right to control the manner, means and details of performance of services by artist(s) including the leader as well as the ends by which show is to be accomplished.

4. BILLING: In all headline situations artist(s) shall receive 100% sole star billing in any and all publicity releases and paid advertisements, including but not limited to programs, flyers, signs or electronic billboards, websites or marquee, lobby boards, or other means of advertising. In addition no other name or images or electronic broadcast of music are to be used in promoting artist(s) other than those provided by KCM Productions, Inc. and artist's management.

5. LABOR: Labor and manpower costs including but not limited to: stage hands, electricians, riggers, decorators, production personnel etc., are not included in the cost of this contract and will be invoiced separately and according to the artist(s) and client requirements. Union labor is also not part of the cost of this contract and any required Union labor shall be invoiced separately and accordingly to artist(s), venue or client requirements. All labor costs are the responsibility of the employer, client.

6. CANCELLATION CLAUSE: Artist(s) has the right to cancel (in writing) this performance up to thirty (30) days prior to date of performance in the event of, but not limited to: recording sessions, European, World, or Domestic tours, support touring; TV or any media events or scheduling; any act of nature including but not limited to rain, snow, ice, tornado, hurricane or any major weather related storm; death in family of artist(s) or accident beyond control of artist(s); failure of means of transportation, including but not limited to bus, train, airlines, automobile or strikes by any union or local or federal authority; local or national government restrictions or actions; potential threat of terrorism, riot, strike, epidemics, or local, national or international emergency; or when violence or physical injury is likely to occur. Further the artist(s) reserves the right to cancel or postpone this contract without liability if artist(s) is called upon to provide his/her, their services in connection with Broadway appearance or production, motion picture, rehearsal or in preparation thereof. Therefore in any instance including but not limited to the above neither party will have any claim for costs or damages hereunder. In the case of late arrival due to circumstances beyond the artist(s) control including but not limited to: (traffic, difficulty with mode of transportation, weather, etc.) the venue, client, employer must use every resource to present show or concert when the artist(s) arrives. This event may not be cancelled by client/venue/employer without agreement by all parties herein. It is further understood that no unilateral reductions in contract fee are allowed unless agreed to by all parties to this contract. If for any reason the Employer/Client/Venue or their representatives or a Civil Authority cancels the engagement or breaches the Contract then the employer, client or venue will relinquish all deposits paid to artist(s) and KCM Productions, Inc. hereunder and the Client/Employer/Venue shall be liable for and pay the full amount of contract upon cancellation date.

7. Artist(s) shall not be required to perform before any audience that is segregated on the basis of race, color, creed, gender or dress.

8. All parties hereto agree to comply with all their respective local, state and federal tax requirements.

9. The validity, construction and effects of this contract shall be governed by the laws of The State of Illinois.

10. All additions, deletions or changes in this contract must be initialed and dated by both parties in order to be valid.

11. The Client / Employer / Venue in signing this contract his or herself or having same signed by a authorized representative with his, her or their authority to do so hereby assumes all liability for the amount and terms stated herein.

(CONTINUED ON NEXT PAGE)
12. OUTDOOR VENUES: (A) In the event of bad weather (rain, snow, hail, electric storm, etc.) an engagement should be stopped, and cancelled, the contractor/leader/artist shall be paid in full the compensation agreed upon. The production manager and KCM Productions, Inc. representative shall have full control and final decision as to the duration and length of show in case of any civil disturbance or act of nature that poses a serious safety threat and hazard to artist(s), working personnel, public and equipment, including but not limited to: winds or heavy rains, lightning or storm threat of any kind.

(B) The Contractor in this contact shall be responsible for calling their local J.U.L.I.E. or D.I.G.G.E.R. utilities office prior to stage and production load-in. All UTILITIES MUST BE CLEARLY MARKED ON GROUND AND MARKING LINES AND FLAGS MUST BE PLACED NO EARLIER THAN 24 HOURS PRIOR TO DATE. VENUE IS RESPONSIBLE TO MAKE SURE ALL OTHER UTILITIES ARE PROPERLY MARKED. We will be using 6 x 6 steel safety cables for support of our towers and roof structure that will require the installation of 6 x 6 (4' steel stakes) in grass, asphalt or concrete. Venue assumes all responsibility to repair and patch all drilled holes as required for construction of equipment as well as repair to any utility line(s) that is pierced, KCM Productions, Inc. and its sub contractors assumes no responsibility or liability in this area.

13. INSURANCE: The Client / Employer & Venue shall maintain a general liability policy in the amount of 1,000,000.00 dollars and shall cause artist(s), KCM Productions, Inc. and all sub-contractors to be named additional insured for the set-up, duration and load-out of this event or show. The Client / Employer & Venue further acknowledges that any damage or loss of equipment to artist(s) contractor and sub-contractors shall be replaced immediately at current market value if loss is due to negligence, riot, vandalism, theft or loss due to storm damage of any kind either as a direct or indirect result of the above causes.

14. HOLD HARMLESS: The Parties agree to indemnify & hold harmless each other, & their respective affiliates, officers, agents, employees & permitted successors & assigns against any & all claims, including but not limited to property, site, or venue damage as a result of weather or non-weather related conditions with respect to vehicles attempting to load-in or out equipment of any kind. Also the means of performance or content of performance by artist(s) at this event as well as any delays of artist(s) or production due to means of transportation of any kind to event to include load-in & out, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees & costs of any kind or amount whatsoever, which result from or arise out of any act of omission of the indemnifying party, its respective affiliates, officers, agents, employees, & permitted successors & assigns that occurs in connection with this Contract for Services.

15. POWER: A minimum of 400amps 3-phase power is required for all large shows or events. The distribution shall be determined prior to show: If we are providing sound or lights only then we will require (1) 300-amp 3-phase line for sound and (1) 400-amp 3-phase line for lights, BOTH ARE TO BE ON SEPARATE CIRCUITS. If venue is outdoors we will require (2) silent running-whisper quiet crystal controlled generators from either GEN POWER, CHARLES EQUIPMENT or AGGREKO ONLY (1) 300-amp 3-phase & (1) 400-amp 3-phase generators, ground rods and generator company must ground stage & generators. Hook-up shall be with bare wire tails or cam-locks to be determined by production manager prior to show. Small shows power requirements to be determined prior to show by production manager. The Client / Employer & Venue are responsible for all related costs of power. Power source must be within 75' of stage if outdoor or if indoor HOUSE ELECTRICIAN IS RESPONSIBLE FOR SUPPLYING AND RUNNING ALL CABLES AND LINES DIRECTLY TO THE STAGE FOR HOOK-UP WITH OUR DISTRIBUTION PANELS.

16. ELECTRICIAN: The Client / Employer or Venue must provide a licensed and bonded electrician to make all necessary electrical connection and disconnection of equipment as well as proper grounding of stage, and power sources as required. Electrician must be on hand at all times of event. Client / Employer & Venue is responsible for all damages caused to equipment by improperly connected power sources. If KCM is required to make any electrical connections, then a separate charge will be invoiced for this service.

17. LABOR: Labor is paid on a time and schedule basis. Should our load-in and set-up times be delayed due to but not limited to the following: (1) No power or inadequate power (2) Inclement weather (3) Riot, strike or other civil disturbance (4) Failure of client, employer to schedule electrician or failure of electrician to meet load-in guidelines and set-up schedules etc. an additional fee per man, per 8 hours will be billed this fee is in addition to any other charges and the fee is subject to change without notice. Current labor rates will apply.

18. NO RECORDING OF ENGAGEMENT: Including but not limited to the performance of artist(s) shall be recorded by any means of film, tape, still, video, digital, 35mm, sound, or other devices either directly or indirectly shall be allowed without the express written consent of artist(s) and artist(s) management and KCM Productions, Inc. The artist expressly reserves unto his/her or their self all rights thereto. The Client / Employer or Venue shall be vigorous in their efforts to enforce this ban and shall confiscate and present to the artist(s) representative all such confiscated tapes. Further, The Client / Employer or Venue shall announce these restrictions prior to and throughout the day and shall include this restriction on all advertisements.

19. DRESSING ROOM / RESTROOMS: The Client / Employer or Venue shall provide a well lit fully climate controlled dressing room within 50' of stage that allows artist(s) to enter stage without passing through the public. The dressing room will be supplied with comfortable tables, chairs, full length mirrors, clothes racks, telephone with outside line and separate phone line for hook-up to p.r. The Client / Employer or Venue must supply clean restroom facilities for all crews and artist's from load-in until load-out is done.

(CONTINUED ON NEXT PAGE)
20. SECURITY: Client, Employer must supply 24-hour security at dressing room, bus, and main stage area from load-in to load-out of all equipment even if this is next day after event ends. Security shall also be provided backstage at all entrances and at dressing room. Security shall be under control of production manager and shall conduct themselves in a proper manner at all times. No aggressive action of any kind will be tolerated. Venue to provide an adequate and safe CROWD BARRIER that is safely able to hold back capacity crowd from stage and entrance to any backstage area. NO GLASS CONTAINERS OF ANY KIND WILL BE ALLOWED IN ANY PUBLIC AREA. THIS INCLUDES BUT IS NOT LIMITED TO BEVERAGE BOTTLES.

21. HOSPITALITY AND CREW MEALS: The Client / Employer or Venue shall supply & keep replenished at all times at a schedule to be determined by production manager a supply of assorted fruit juices, Gatorade-assorted flavors, soft drinks, bottled and sparkling water, ice, and cups and up to 3 meals daily (to be determined by schedule). This hospitality should be on hand from arrival of all working crews from set-up until load-out of all equipment.

22. It is expressly understood by The Client / Employer, Venue and musicians/artist(s) who are parties to this contract that neither the Federation or Local Union or this Contractor are parties to this contract except as provided and that neither the Federation or Local Union or this Contractor shall be held responsible for the breach of contract or the content and performance nor the means of that performance of artist(s) in this contract.

23. A representative of Local Union shall have access to place of engagement for purposes of communicating with the artist(s) in this contract.

24. ARTIST MEET & GREET: To be determined by each individual artist(s) if they will host a meet and greet session and if held what time and how many attendees will be invited to meet and greet. Artist(s) has the right to refuse to host meet and greet and to limit or not allow photo and autograph opportunities.

25. VEHICLE PARKING AND ACCESS TO STAGE: The Client / Employer or Venue to guarantee easy and secure bus and vehicle access to stage area for purpose of unloading equipment and shall in the case of tour bus(s) shall allow parking of artist(s) and production support vehicles at no charge next to main stage or venue. If parking is to be remote, client, employer or venue shall be responsible for all additional labor costs required to handle equipment.

26. HOTEL ACCOMODATIONS: Client / Employer or Venue must provide One and possibly up to Two nights first class Hotel accommodations for all artist(s) and support personnel during set-up, duration of and load-out of show. Hotel must have room service and restaurant. Client, Employer, or Venue is responsible for cost of Room & Tax Only.

27. CONTRACT RIDER REQUIREMENTS: The Client / Employer or Venue shall be responsible for all costs including but not limited to costs related to artist(s) contract rider requirements and will be invoiced accordingly.

28. SITE IMPACT: The Client / Employer or Venue in this contract shall hold harmless, KCM Productions, Inc. and all subcontractors from any liability, damages or costs to the grounds and landscaping that may arise as a result of inclement weather conditions, as related to load-in and load-out of any necessary equipment.

29. RENTAL EQUIPMENT: (Stage, Sound, Lighting, and Backline Gear): The Client / Employer or Venue shall be solely responsible for any loss or damage to any rental equipment provided by KCM Productions or it’s subcontractors included but not limited to theft, fire, vandalism, acts of nature or misuse by unqualified or unauthorized persons.

30. CANCELLATION DUE TO INCLEMENT WEATHER & OTHER THREATS: KCM Productions, Inc. shall have the right, in its sole discretion after consulting the client / venue, to stop, cancel or postpone any performance due to actual or impending weather conditions, which threaten the safety of the Public, Contractor's, Sub-Contractors equipment and crews. In such event, Contractor, Vendor or Artist(s) shall not be liable to Client / Employer or Venue for any damages, direct or consequential, arising from such stoppage, cancellation or postponement, and Client / Employer or Venue shall not be entitled to a refund of any deposits or payments made to Contractor or Artist(s). All risk of cancellation due to actual or impending weather or terrorism threats or conditions of any kind is to be borne by Client / Employer or Venue.

In the event of cancellation for any reason by the client, employer or venue, then the full amount of this contract is immediately due in full upon the date of such cancellation. Reasons for cancellation can include but are not limited to: Inclement weather or terrorism threat of any kind, high winds, rain, hail, sleet, snow, extreme or excessive heat or cold temperatures, freezing rain, tornadoes, straight line or micro burst winds, lightning or electrical storms. THE CLIENT/VENUE/EMPLOYER MUST MAINTAIN CONSTANT CONTACT WITH LOCAL FIRE AND POLICE DEPARTMENTS AND MONITOR WEATHER RADARS AND MUST HAVE IN PLACE & PROOF OF A SAFE EVACUATION PLAN FOR ALL PUBLIC, ARTIST(S), CONTRACTORS AND VENDORS IN THE EVENT OF BUT NOT LIMITED TO THE ABOVE LISTED THREATS.
31. LICENSES, PERMITS, INSURANCE & COPYRIGHTS: The Client / Employer or Venue shall pay for and obtain, at their sole expense including but not limited to the following items: All licenses, permits and consents which are required under applicable local or municipal, state and federal laws for the purpose of: public gatherings; live or pre-recorded music or entertainment, parades, local noise or amplification permits, alcohol sales and dram shop insurance; local health departments; “not for profit” bingo, casino or games of chance, raffle or lottery fund raisers; the use of “ASCAP” or “BMI” or other copyrighted music, materials, equipment, devices or performing rights, or for the use of any trademarks or trade names used in connection with the presentation of the performances and represents and warrants that nothing contained in the performances or in any other way connected with its activities hereunder violates or infringes any copyright, right of privacy or other statutory or common law right of any person, firm or corporation.

32. LIGHTING SOURCE FOR LOAD-IN AND LOAD-OUT:
Client / Venue shall provide at no charge to Production Company or its Contractors proper and adequate lighting source that is capable of lighting entire Main Stage, Front of House, Backstage and Loading Docks, Parking Lots and other areas as necessary from load-in and until load-out is completed.

33. CABLE RAMPS:
Client / Venue shall provide all necessary Cable Ramps at no cost to Production Company or its Contractors as required to cover all supplied feeder and electrical cables from the front of stage to the front of house mix position and also from the generator to stage. Each venue must comply with the requirements as required by their local municipality or governing body.

34. CROWD BARRICADES & FENCING:
Client / Venue shall provide at no cost to Production Company or its Contractors a safe and secure fence area around all guide & safety wires and a secure crowd barricade across the front of the stage. Security personnel provided by the Client / Venue / Employer shall maintain a secure presence within the crowd barrier to prevent public from entering or accessing the stage. Client / Venue / Employer shall also provide secure fencing around entire backstage area with sufficient gate opening in fencing or barrier to allow for vehicle and truck access at no cost to Production Company or its Contractors.

35. 24-HOUR POLICE PRESENCE FOR SECURITY SHALL BE PROVIDED BY CLIENT / VENUE / EMPLOYER AT NO CHARGE TO CONTRACTOR AND ITS VENDORS.

THE LINED OUT PARAGRAPHS OR LINED OUT PARTS OF PARAGRAPHS ARE NOT APPLICABLE TO THIS CONTRACT.

PLEASE REVIEW THE CONTRACT CAREFULLY AND NOTE ALL TIMES AND DATES FOR ACCURACY. PLEASE ADVISE OUR OFFICE IMMEDIATELY OF ANY ADDITIONS, ERRORS OR CORRECTIONS THAT NEED TO BE MADE. DO NOT MAKE ANY CHANGES TO THIS CONTRACT WITHOUT FIRST CONSULTING OUR OFFICE AND YOUR KCM REPRESENTATIVE.

APPROXIMATE BAND LOAD-IN TIMES:

THURSDAY, SEPTEMBER 10, 2020:
BRATWURST BROTHERS: 2:30-3:00 P. M. (APPROXIMATE) (3-PC. BAND)

FRIDAY, SEPTEMBER 11, 2020:
ALPINE THUNDER BAND: 5:00-5:30 P. M. (APPROXIMATE) (4-PC BAND)

SATURDAY, SEPTEMBER 12, 2020:
EURO EXPRESS: 12:00 NOON (APPROXIMATE) (3-PC BAND)

JOHNNY WAGNER BAND: 5:30-6:00 P. M. (APPROXIMATE) (5-PC. BAND)

The Parties agree to indemnify and hold harmless each other, and their respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, including but not limited to property, site, or venue damage as a result of weather related conditions with respect to vehicles attempting to load-in or out equipment of any kind. Also the means of performance or content of performance by artist(s) at this event as well as any delays of artist(s) or production due to means of transportation of any kind to event to include load-in and out; losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act of omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract for Services.

(CONTINUED ON NEXT PAGE)
THURSDAY, SEPTEMBER, 10, 2020 / 4:00-7:00 or 5-8 P. M.
BRATWURST BROTHERS (3-PC) $1,000.00 (PAYMENT DUE IN FULL RAIN OR SHINE AT SHOW)
PLEASE MAKE CHECK PAYABLE TO: JOE DERUS

IF BEARS GAME THURSDAY: 7:00 P. M.-GAME END: WE WILL PROVIDE TECH TO PLAY GAME THROUGH OUR P. A.
SYSTEM. PLEASE PROVIDE ALL CABLE NECESSARY TO CONNECT TO OUR SYSTEM.

FRIDAY, SEPTEMBER 11, 2020: 7:00-10:00 P. M.
ALPINE THUNDER BAND: (4-PC) $1,200.00 (PAYMENT DUE IN FULL RAIN OR SHINE AT SHOW)
PLEASE MAKE CHECK PAYABLE TO: KAZCOM, INC. d.b.a. ALPINE THUNDER

SATURDAY, SEPTEMBER 12, 2020: 1:00-5:00 P. M.
EURO EXPRESS BAND: (3-PC) $1,000.00 (PAYMENT DUE IN FULL RAIN OR SHINE AT SHOW)
PLEASE MAKE CHECK PAYABLE TO: JOHN GUNTER

SATURDAY, SEPTEMBER 12, 2020: 7:00-10:00 P. M.
JOHNNY WAGNER BAND: (5-PC) $1,700.00 (PAYMENT DUE IN FULL RAIN OR SHINE AT SHOW)
PLEASE MAKE CHECK PAYABLE TO: JOHN WAGNER

TOTAL COST TALENT: $4,900.00

THE ARTISTS TO SUPPLY:
MUSICAL ENTERTAINMENT PER ABOVE SCHEDULES
ALL BAND GEAR

THE VENUE TO SUPPLY:
LOCAL STAGE, SOUND AND LIGHT PRODUCTION LITE HOSPITALITY TO ALL BANDS IN THE FORM OF
BOTTLED WATER, SOFT DRINKS, BEER & MEAL TICKETS FROM FOOD VENDOR

PAYMENTS:
PLEASE MAKE YOUR CHECKS PAYABLE DIRECTLY TO EACH GROUP AS SPECIFIED ABOVE AT SHOW IN FULL RAIN OR
SHINE.

SPONSORSHIP:
KCM PRODUCTIONS WILL WAIVE ITS AGENCY FEES IN THE AMOUNT OF $490.00 AS A SPONSORSHIP OF THIS EVENT
PLEASE CREDIT US ACCORDINGLY WITH THIS SPONSORSHIP & LIST US A SPONSOR ON ALL PROGRAMS & EVENT ADS

CONTRACT EXECUTION:
REVIEW THE CONTRACT FOR DATE, TIME AND LOCATION ACCURACY
DO NOT MAKE ANY CHANGES TO THE CONTRACT WITHOUT PRIOR APPROVAL FROM OUR OFFICE
ALL CHANGES MUST BE APPROVED BY ALL PARTIES TO THIS CONTRACT IN ORDER TO BE VALID
TO ACCEPT CONTRACT, SIGN, DATE AND E-MAIL ALL PAGES OF THE SIGNED CONTRACT BACK TO OUR OFFICE

MERCHANDISE RATE:
MERCHANDISE AGREEMENT AND OPTIONS APPLY ONLY IF THE ARTIST(S) ARE CURRENTLY CARRYING
MERCHANDISE AT TIME OF EVENT, AND IF MERCHANDISE HAS NOT BEEN SOLD OUT AT PREVIOUS EVENT.
IT IS AT THE SOLE DISCRETION OF EACH ARTIST(S) AS TO WHETHER OR NOT TO CARRY OR SELL MERCHANDISE.

PERCENT TO VENUE: NONE

Artist Sells: Venue Sells:

MERCHANDISE OPTIONS INSTEAD OF SPLIT:
NONE

(CONTINUED ON NEXT PAGE)
CLIENT/EMPLOYER INFORMATION:

CLIENT/EMPLOYER NAME: VILLAGE OF ITASCA / MR. DAN KOMPANOWSKI
STREET ADDRESS: 550 WEST IRVING PARK ROAD
CITY: ITASCA,
STATE: IL ZIP: 60143
PHONE DAYTIME: 1-630-773-6571 CELL: 1-630-361-4064, DAN
FAX:
E-MAIL: dkompanowski@itasca.com
FEIN; S.S. NUMBER OR TAX FREE NUMBER WITH LETTER:
NOT REQUIRED

AUTHORIZED SIGNATURE: ____________________
DATE: ______________
PRINT NAME OF PERSON SIGNING CONTRACT: ____________________

CONTRACTOR INFORMATION

KCM PRODUCTIONS, INC.
P.O. BOX 3824
LISLE, IL 60532-8824
PHONE: 630-964-7576 / CELL: 630-878-8849
E-MAIL: kcm@kcmproductions.com

ACCOUNT REPRESENTATIVE:
JIM KILLOUGH

Authorized Signature: ____________________
DATE: DEC. 2, 2019
PRINT NAME HERE

FOR OFFICE USE ONLY

Date Of Contract: DEC. 2, 2019
KCM Representative: JIM KILLOUGH

Date Signed Contract Received At Our Office:

Date Deposit Received At Our Office:

Check Amount:

Check #:

Date Of Deposit:

Balance Due: $ Date Received: Check #:

Hotel Rooms:
NONE

Internal Transportation:
NONE

Backline Gear:
ARTIST(S) TO SUPPLY

Date Advanced With Artist:

Date Advanced With Client:

Load-In Time:
SEE ADDITIONAL TERMS

KCM Productions, Inc.
The Entertainment & Special Event Professionals
P.O. Box 3824, Lisle, IL 60532-8824 • Phone: 630-964-7576 • Email: kcm@kcmproductions.com