

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

    X     Resolution or Ordinance (Blue) \_\_\_\_\_ *Waiver of First Requested*  
\_\_\_\_\_ Recommendations of Boards, Commissions & Committees (Green)  
\_\_\_\_\_ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES  
FROM: William T. Lichter, Village Manager  
DATE: May 21, 2004 (B of T) Date: June 3, 2004  
TITLE: Taste of Lombard Agreement with the Lombard Jaycees/2004

SUBMITTED BY: Department of Community Development *Delt*

BACKGROUND/POLICY IMPLICATIONS:

Please find attached a resolution authorizing the Village President and Clerk to sign an agreement between the Lombard Jaycees and the Village of Lombard in regard to the 2004 Taste of Lombard Commemorating the Fourth of July. (DISTRICTS - ALL)

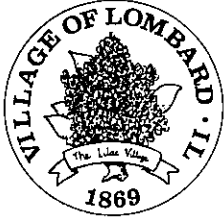
Please place this item on the consent agenda for the June 3, 2004 Board of Trustees meeting.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X *W. T. Lichter* \_\_\_\_\_ Date 5/26/04

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



May 21, 2004

**MEMORANDUM**

**TO:** William T. Lichter, Village Manager

**FROM:** David A. Hulseberg, AICP, Director of Community Development *Dett*

**RE:** 2004 Taste of Lombard Agreement with Jaycees

Attached is the agreement between the Village of Lombard and the Lombard Jaycees for the 2004 Taste of Lombard. Approval of a resolution authorizing the Village President and Clerk to sign the agreement is requested.

The Certificate of Insurance marked "Exhibit A" of the agreement is attached. "Exhibit B" outlines the Grant that has been recommended by the Community Promotions and Tourism Committee. (2004 Taste of Lombard Grant Recommendation is also on the June 3 agenda for approval.)

Please place this item on the consent agenda of the June 3, 2004 Board of Trustees meeting.

DAH/lo

H:\worduser\srsrty\memos\2004tasteagreement

**RESOLUTION**

**R \_\_\_\_\_ 04**

**A RESOLUTION AUTHORIZING APPROVAL OF  
PRESIDENT AND CLERK ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and the Lombard Jaycees regarding the Taste of Lombard 2004 as attached hereto; and

**WHEREAS**, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

**SECTION 1:** That the Village President be and hereby is authorized to approve on behalf of the Village of Lombard said Agreement as attached hereto.

**SECTION 2:** That the Village Clerk be and hereby is authorized to approve said Agreement as attached hereto.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
**William J. Mueller**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Barbara A. Johnson**  
**Deputy Village Clerk**

**AN AGREEMENT IN REGARD TO A SPECIAL EVENT  
COMMEMORATING THE FOURTH OF JULY**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between the LOMBARD JAYCEES and the VILLAGE OF LOMBARD, an Illinois Municipal corporation, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the JAYCEES desire and have offered to provide certain services and materials necessary to promote and execute a SPECIAL EVENT within the community, hereinafter called the EVENT, including, but not limited to, a fireworks display/show, on the date(s) and time(s) mutually determined by the VILLAGE and JAYCEES to locally celebrate the FOURTH OF JULY national holiday commemorating Independence Day; and,

WHEREAS, as the EVENT is open to all members of the general public, explicit actions shall be taken by the VILLAGE and JAYCEES to mutually encourage non-resident attendance to the EVENT including, but not limited to, selectively advertise to attract tourists and non-residents into the municipal boundary; equally offer and provide hotel/motel operators within the municipal boundary promotional literature, material and/or display opportunities and otherwise promote and attract non-resident overnight visitors to the EVENT; and, offer and provide generally accepted public safety services to facilitate the EVENT; and,

WHEREAS, the JAYCEES, because of increased costs and limited public jurisdictional and law enforcement abilities, have requested that the VILLAGE assist the JAYCEES in hosting said EVENT by means of providing certain direct municipal services and a limited monetary contribution to offset certain costs of the EVENT; and,

WHEREAS, residents, nonresidents, overnight tourists, and hotel/motel operators anticipate the activities of, and are attracted to attend the EVENT; the VILLAGE Board of Trustees has determined that it is in the best interests of the VILLAGE to participate in the EVENT;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, the parties hereto agree as follows:

1. That the JAYCEES agree to conduct and operate the EVENT therein accepting sole and total responsibility and liability for the financial, operational, agent participation, and overall obligations of the sponsorship and business of the EVENT.
2. That the JAYCEES shall determine its representative(s) regarding the EVENT, and shall thereafter forward to the VILLAGE the name(s) of said authorized individual(s).

3. That the JAYCEES, in conducting and operating the EVENT, shall fully comply with all applicable laws, ordinances, and regulations as provided for by federal government, the State of Illinois, the County of DuPage, and the Village of Lombard.
4. That the JAYCEES shall purchase and maintain liability insurance relative to said EVENT in the types and coverage amounts as set forth in Exhibit A attached hereto and made part hereof.
5. That the JAYCEES shall furnish to the VILLAGE satisfactory proof of coverage of the insurance requirements by a reliable company or companies before commencing the EVENT. Such proof shall consist of Certificates of Insurance executed by the respective insurance company(ies), which shall be filed with the VILLAGE. Said certificates shall contain a clause to the effect that the insurance policy(ies) shall be canceled, expired or changed as to the amount of coverage only after written notification thirty (30) days prior to the VILLAGE. In addition, said certificates shall list the VILLAGE, its officers, agents and employees as additional insured on all required insurance policies.
6. That the JAYCEES shall indemnify and save harmless the VILLAGE, its officers, agents and employees from any and all suits, actions, costs, attorney's fees, and/or claims of any kind or character brought because of any injuries and/or damages received and/or sustained by any person, persons, and/or property on account of and/or attributed to any act of omission, error, neglect, misconduct, and/or failure of the JAYCEES, and/or its officers, agents, members, and employees, arising out of, or in performance of any provision of this agreement or the EVENT.
7. That the JAYCEES shall provide at no cost to the VILLAGE such space at, and access to, the EVENT as solely determined necessary by the VILLAGE at least thirty (30) days prior to the EVENT, for use by the VILLAGE and other parties which shall be designated by the VILLAGE and/or JAYCEES as community based civic participants.
8. That the VILLAGE, for purposes of this Agreement, has determined its authorized representative to be the VILLAGE Manager, or person(s) thereafter designated by the VILLAGE Manager.
9. That the VILLAGE, contingent upon receipt of approved insurance as herein contained and the filing of appropriate permit and license applications, shall waive such bonds, fees and license payments, excluding Liquor license fees, as may be associated with the EVENT, but shall conduct all applicable inspections and enforcement applicable laws and regulations as shall be required relative to said permits and licenses.
10. That the VILLAGE shall, at its sole cost, determine and provide for the level of generally accepted public safety services required for the EVENT.

11. That the VILLAGE, upon receipt of a preliminary request from the JAYCEES, submitted no later than (60) days prior to the EVENT, for certain direct services and monetary contributions as outlined in Exhibit B, shall, within thirty (30) days thereafter, approve, approve with modifications, or deny such preliminary requests for direct services and monetary contributions as the VILLAGE solely determines to be appropriate for its participation in the EVENT.

The execution of this Agreement by the VILLAGE shall not be deemed as an approval of the requested items and amounts set forth in Exhibit B. Rather, the action of the VILLAGE contemplated by this Section 11 shall take place separately from the approval of this Agreement.

12. Each party to this Agreement shall cause its execution by person authorized to do so by Resolution of the parties' respective governing bodies.

13. Amendments, renewals, and addendum Exhibits to this Agreement shall be made only in writing with the approval of both parties by and through their respective authorized representative to this Agreement.

14. This Agreement shall be executed in two (2) counterparts so that each party shall have a copy containing original signatures. Each of these counterparts shall be regarded for all purposes as one original and shall constitute and be one and the same.

15. This Agreement and/or the obligations of each party hereunder, shall not be assigned by either party without the prior written consent of the other party.

By Resolution and approval from respective governing bodies, signatures are herein affixed.

VILLAGE OF LOMBARD

LOMBARD JAYCEES

\_\_\_\_\_  
William J. Mueller  
Village President

\_\_\_\_\_  
Chapter President

ATTEST:

ATTEST:

\_\_\_\_\_  
Barbara A. Johnson  
Deputy Village Clerk

\_\_\_\_\_  
Chapter Secretary

**AN AGREEMENT IN REGARD TO A SPECIAL EVENT  
COMMEMORATING THE FOURTH OF JULY**

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WITNESSETH:

WHEREAS, the JAYCEES desire and have offered to provide certain services and materials necessary to promote and execute a SPECIAL EVENT within the community, hereinafter called the EVENT, including, but not limited to, a fireworks display/show, on the date(s) and time(s) mutually determined by the VILLAGE and JAYCEES to locally celebrate the FOURTH OF JULY national holiday commemorating Independence Day; and,

WHEREAS, as the EVENT is open to all members of the general public, explicit actions shall be taken by the VILLAGE and JAYCEES to mutually encourage non-resident attendance to the EVENT including, but not limited to, selectively advertise to attract tourists and non-residents into the municipal boundary; equally offer and provide hotel/motel operators within the municipal boundary promotional literature, material and/or display opportunities and otherwise promote and attract non-resident overnight visitors to the EVENT; and, offer and provide generally accepted public safety services to facilitate the EVENT; and,

WHEREAS, the JAYCEES, because of increased costs and limited public jurisdictional and law enforcement abilities, have requested that the VILLAGE assist the JAYCEES in hosting said EVENT by means of providing certain direct municipal services and a limited monetary contribution to offset certain costs of the EVENT; and,

WHEREAS, residents, nonresidents, overnight tourists, and hotel/motel operators anticipate the activities of, and are attracted to attend the EVENT; the VILLAGE Board of Trustees has determined that it is in the best interests of the VILLAGE to participate in the EVENT;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, the parties hereto agree as follows:

1. That the JAYCEES agree to conduct and operate the EVENT therein accepting sole and total responsibility and liability for the financial, operational, agent participation, and overall obligations of the sponsorship and business of the EVENT.
2. That the JAYCEES shall determine its representative(s) regarding the EVENT, and shall thereafter forward to the VILLAGE the name(s) of said authorized individual(s).

3. That the JAYCEES, in conducting and operating the EVENT, shall fully comply with all applicable laws, ordinances, and regulations as provided for by federal government, the State of Illinois, the County of DuPage, and the Village of Lombard.
4. That the JAYCEES shall purchase and maintain liability insurance relative to said EVENT in the types and coverage amounts as set forth in Exhibit A attached hereto and made part hereof.
5. That the JAYCEES shall furnish to the VILLAGE satisfactory proof of coverage of the insurance requirements by a reliable company or companies before commencing the EVENT. Such proof shall consist of Certificates of Insurance executed by the respective insurance company(ies), which shall be filed with the VILLAGE. Said certificates shall contain a clause to the effect that the insurance policy(ies) shall be canceled, expired or changed as to the amount of coverage only after written notification thirty (30) days prior to the VILLAGE. In addition, said certificates shall list the VILLAGE, its officers, agents and employees as additional insured on all required insurance policies.
6. That the JAYCEES shall indemnify and save harmless the VILLAGE, its officers, agents and employees from any and all suits, actions, costs, attorney's fees, and/or claims of any kind or character brought because of any injuries and/or damages received and/or sustained by any person, persons, and/or property on account of and/or attributed to any act of omission, error, neglect, misconduct, and/or failure of the JAYCEES, and/or its officers, agents, members, and employees, arising out of, or in performance of any provision of this agreement or the EVENT.
7. That the JAYCEES shall provide at no cost to the VILLAGE such space at, and access to, the EVENT as solely determined necessary by the VILLAGE at least thirty (30) days prior to the EVENT, for use by the VILLAGE and other parties which shall be designated by the VILLAGE and/or JAYCEES as community based civic participants.
8. That the VILLAGE, for purposes of this Agreement, has determined its authorized representative to be the VILLAGE Manager, or person(s) thereafter designated by the VILLAGE Manager.
9. That the VILLAGE, contingent upon receipt of approved insurance as herein contained and the filing of appropriate permit and license applications, shall waive such bonds, fees and license payments, excluding Liquor license fees, as may be associated with the EVENT, but shall conduct all applicable inspections and enforcement applicable laws and regulations as shall be required relative to said permits and licenses.
10. That the VILLAGE shall, at its sole cost, determine and provide for the level of generally accepted public safety services required for the EVENT.



11. That the VILLAGE, upon receipt of a preliminary request from the JAYCEES, submitted no later than (60) days prior to the EVENT, for certain direct services and monetary contributions as outlined in Exhibit B, shall, within thirty (30) days thereafter, approve, approve with modifications, or deny such preliminary requests for direct services and monetary contributions as the VILLAGE solely determines to be appropriate for its participation in the EVENT.

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12. Each party to this Agreement shall cause its execution by person authorized to do so by Resolution of the parties' respective governing bodies.

13. Amendments, renewals, and addendum Exhibits to this Agreement shall be made only in writing with the approval of both parties by and through their respective authorized representative to this Agreement.

14. This Agreement shall be executed in two (2) counterparts so that each party shall have a copy containing original signatures. Each of these counterparts shall be regarded for all purposes as one original and shall constitute and be one and the same.

15. This Agreement and/or the obligations of each party hereunder, shall not be assigned by either party without the prior written consent of the other party.

By Resolution and approval from respective governing bodies, signatures are herein affixed.

VILLAGE OF LOMBARD

LOMBARD JAYCEES

\_\_\_\_\_  
William J. Mueller  
Village President

\_\_\_\_\_  
Chapter President

ATTEST:

ATTEST:

\_\_\_\_\_  
Barbara A. Johnson  
Deputy Village Clerk

\_\_\_\_\_  
Chapter Secretary

Exhibit A

Liability Insurance

# AGORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)  
5/24/04

**PRODUCER**  
  
THE NOLAN AGENCY  
PO BOX 1385  
LOMBARD IL 60148

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**COMPANIES AFFORDING COVERAGE**

COMPANY A	SCOTTSDALE INS CO
COMPANY B	INDIANA INSURANCE
COMPANY C	ESSEX INS CO
COMPANY D	

**INSURED**  
  
LOMBARD JAYCEES INC  
PO BOX 247  
LOMBARD IL 60148

**COVERAGES**  
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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONT PROT	CLS0911251	5/20/04	5/20/05	GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CBP9596033	5/20/04	5/20/05	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
C	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	CUP2105039	5/20/04	5/20/05	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 THE VILLAGE OF LOMBARD ITS OFFICIALS EMPLOYEES AND VOLUNTEERS ARE ADDED AS ADDITIONAL INSURED FOR THE JAYCEES SPONSORSHIP OF THE TASTE OF LOMBARD 2004.

**CERTIFICATE HOLDER**  
  
VILLAGE OF LOMBARD  
255 E WILSON AVE  
LOMBARD IL 60148

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 Jeff Mills *Jeff Mills* M



## **Memo**

May 24, 2004

To: Joelyn Kott

From: Jerry Howell

Regarding: Taste of Lombard Fire Works

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I have researched what we have done in the past regarding certificate(s) of insurance for the fire works vendor. This year, we will be using the same vendor as in past years. We have always and will continue to get his certificate of insurance well in advance and keep it on file.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (440)248-4711 FAX (440)248-5406  
 Britton-Gallagher and Associates, Inc.  
 6240 SOM Center Rd.  
 Cleveland, OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Fireworks Partners Inc. dba  
 Mad Bomber Fireworks Productions  
 P. O. Box 418  
 Kingsbury, IN 46345 105

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co	
INSURER B: Granite State Insurance Co.	
INSURER C: Liberty Mutual Ins. Group	
INSURER D: Axis Specialty Ins. Co.	
INSURER E:	

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR/ADDL TR/INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	5434045	10/16/2003	10/31/2004	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA occurrence) \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COM/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	CA62652801	10/16/2003	10/31/2004	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
D	EXCESS/UMBRELLA LIABILITY	AAU70634604	03/24/2004	10/31/2004	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DEDUCTIBLE				
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC7345311836	12/25/2003	12/25/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**FIREWORKS DISPLAYS:**  
 EACH FIREWORKS DISPLAY IS WITHIN THE VILLAGE OF LOMBARD, ILLINOIS  
**ADDITIONAL INSURED:** SEE ATTACHED ADDENDUM PAGE  
 TASTE OF LOMBARD 07/04/04 BISTRO BANLIEUE 07/14/04 GLENBARD EAST HOMECOMING

### CERTIFICATE HOLDER

VILLAGE OF LOMBARD  
 255 EAST WILSON  
 LOMBARD, IL 60148  
 ATTN: JERRY HOWELL  
 LOMBARD FIRE MARSHALL OFC.

LOMBARD JAYCEE'S  
 BISTRO BANLIEUE  
 GLENBARD EAST H.S.  
 DISTRICT #87

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Alan B Kearney*

## ACORD CERTIFICATE OF LIABILITY INSURANCE

ADDENDUM

CERT. #04-0105

THE FOLLOWING ARE NAMED AS ADDITIONAL INSURED:

- 1) VILLAGE OF LOMBARD, ITS OFFICERS, AGENTS, AND EMPLOYEES.
- 2) THE LOMBARD JAYCEE'S
- 3) BISTRO BANLIEUE
- 4) GLENBARD EAST HIGH SCHOOL DISTRICT #87
- 5) LOMBARD PARK DISTRICT
- 6) \*YORKTOWN SHOPPING MALL

\*LASALLE NATIONAL BANK, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST #3181, PHERSON/LONG ASSOC., INC., WILDER COMPANIES, YORKTOWN JOINT VENTURE, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

# AGORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)  
5/24/04

<b>PRODUCER</b>  THE NOLAN AGENCY PO BOX 1385 LOMBARD IL 60148	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>COMPANIES AFFORDING COVERAGE</b>	
<b>INSURED</b>  LOMBARD JAYCEES INC PO BOX 247 LOMBARD IL 60148	COMPANY A	GEORGE F BROWN & SON
	COMPANY B	
	COMPANY C	
	COMPANY D	

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
A	OTHER * See Below	RDD4B43842	1/01/04	1/01/05	LI 1,000,000/1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 LIQUOR LIABILITY WRITTEN AT A LIMIT OF \$1000000  
 ADDITIONAL INSUREDS VILLAGE OF LOMBARD THE LOMBARD PARK DISTRICT  
 THE LOMBARD JAYCEES ALL ITS OFFICIALS EMPLOYEES AND VOLUNTEERS

<b>CERTIFICATE HOLDER</b>  VILLAGE OF LOMBARD 255 E WILSON AVE. LOMBARD IL 60148	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE Jeff Mills <i>Jeff Mills</i> M
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**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)  
05/24/04

**PRODUCER**  
Haas and Wilkerson, Inc.  
800-821-7709  
PO Box 2948  
Shawnee Mission, KS 66201-1346

**INSURED**  
All Star Amusement Co., Inc.  
15 Willow Bay Drive  
S Barrington IL 60010-8354

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A	Ace American Insurance Company
COMPANY B	Ace American Insurance Company
COMPANY C	Star Insurance Company
COMPANY D	

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	G20416786	2/26/04	2/26/05	GENERAL AGGREGATE \$ 1000000 PRODUCT - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 100000 MED EXP (Any one person) \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	H07892348	2/26/04	2/26/05	COMBINE - SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				WC STATUS: <input type="checkbox"/> OTHER: <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	WC0181048	5/16/04	5/16/05	WC STATUS: <input type="checkbox"/> OTHER: <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
Additional insured: The Village of Lombard, its officials, employees, and volunteers.

**CERTIFICATE HOLDER**  
Village of Lombard  
Attn: Sharon Kuderna  
255 East Wilson Avenue  
Lombard, IL 60148

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*William R. Wilkerson III*



## Exhibit B

# Community Promotions and Tourism Grant to the Jaycees



P.O. BOX 457 LOMBARD, ILLINOIS 60148

April 5, 2004

Village of Lombard  
Community Promotions & Tourism Committee  
255 E. Wilson Ave.  
Lombard, IL. 60148

Subject: Taste of Lombard 2004 Grant Application

Dear Committee Members,

Attached please find our Grant Application in the amount of \$30,000.00 for the 4<sup>th</sup> of July Fireworks to be displayed during the Taste of Lombard. Additionally, we have provided you with our Profit & Loss statement from the Taste of Lombard 2003. As always, we anticipate this year to be the biggest and best Taste of Lombard Fireworks display in the 22 years the Lombard Jaycees have been presenting this event to the community.

Last year we recorded, by direct coupon count, over four hundred (350) guests from our hotel and motel facilities being in attendance. Additionally, the Village accommodated direct drop off and pick up for the courtesy shuttles of our local hotel and motel operators. This was a wonderful and innovative approach to reaching out to local tourists.

More than thirty (30) local organizations and agencies participate in and/or receive funding through the activities of the TASTE OF LOMBARD. This has truly become a community, regional and state wide recognized event in large part because of the direct assistance and monetary contribution from the Village.

Thank you for your attention to this Grant Application.

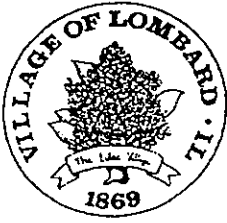
Sincerely,

A handwritten signature in cursive script that reads 'Joseph Glazier Jr.'.

Joseph Glazier Jr.  
Chairman, Taste of Lombard 2004

Application Deadline: \_\_\_\_\_

Date Submitted: \_\_\_\_\_



### APPLICATION FOR HOTEL/MOTEL FUNDS

State law requires that Hotel/Motel funds be spent on tourism; more specifically, things and events which will promote overnight stays in Lombard.

Event/Project/Activity: Taste of Lombard Event Date(s) July 1-4, 2004

Name of Organization or Group Sponsoring Event: Lombard Jaycees

Organization Address: P.O. Box 457

Organization Phone: clubhouse - (630) 932-7272 Taste Hotline - (630) 375-7474

Contact Person: Joe Glazier Jr. - 2004 Chairman  
(Please indicate position in the organization)

Address: 1382 Foxhill Ct. North Aurora, IL. 60542

Home Phone: (630) 907-1579 <sup>cell</sup> Business Phone: (630) 464-7479

1. Is this the first year for your event? Yes \_\_\_\_\_ No X. If not, how many years has this event been held? 21

2. What is the estimated attendance? 100,000 plus

3. Where will the event be held? Madison Meadow Park

4. What specifically would the Hotel/Motel funding be used for? As determined by review of Villages Community Promotions & Tourism Committee. Application is made for fireworks display on 4<sup>th</sup> of July.

\_\_\_\_\_ Total Amount Requested: 30,000

5. Is this event open to the general public? Yes X No \_\_\_\_\_

6. Do you intend to apply for a liquor license? Yes X No \_\_\_\_\_

7. How will this promote tourism/overnight stays in Lombard? Event is advertised state & region wide. Hotel/Motel operators are given brochures and overnight discount programs are arranged and/or proposed with them.

8. Will any profits generated be returned to the community? Yes X No \_\_\_\_\_ If yes, how will this be spent? Community Organizations, working event and various donations similar to 2003

Please submit a budget for your event, along with this application, explaining what funding sources contributions will be used no later than December 31. Revised 12-30-92 (Attached)

**Lombard Jaycees Taste of Lombard`  
Profit and Loss  
January through December 2003**

	Jan - Dec '03
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Gross Receipts	152,603.44
Arts & Crafts	4,605.00
Business Booths	5,000.00
Carnival	15,000.00
Corp. Sponsors	3,500.00
Fireworks Grant	30,000.00
Restaurants	
Restaurant Fees	26,700.00
Add'l Electric	1,075.00
<b>Total Restaurants</b>	<b>27,775.00</b>
<b>Total Income</b>	<b>238,483.44</b>
<b>Expense</b>	
Beer & Wine Bev Tents	
Beer	13,145.80
Liquor License	75.00
Other Beverages	5,244.50
Supplies	2,262.00
<b>Total Beer &amp; Wine Bev Tents</b>	<b>20,727.30</b>
Business Expo Tent	
Post. & Mail	22.20
<b>Total Business Expo Tent</b>	<b>22.20</b>
Community Orgs Hired	20,743.29
Construction-	
Site Upgrades	4,550.00
Golf Cart Rental	2,256.90
Grease Disposal	350.00
Insect Spraying	356.00
Tent,Tbl,Ch	18,267.37
Setup Meals	1,020.21
Site Cleanup	57.70
Supplies	951.77
Toilet Rental	13,700.20
<b>Total Construction-</b>	<b>41,510.15</b>
Corp. Sponsors-	
Signboard	243.47
<b>Total Corp. Sponsors-</b>	<b>243.47</b>
Electrical	
Elect. Service	3,090.60
Electrician	3,300.00
Equip. Upgrade	125.00
Generator Rental/Service	5,785.16
Light Tower	1,120.00
Supplies-Electric	1,646.30
<b>Total Electrical</b>	<b>15,067.06</b>
Mainstage Entertainment	
Entertainers	49,565.00
Other Supplies	2,523.41
Production/Stage	7,975.00
RV Rental	700.00
Signs	428.33
<b>Total Mainstage Entertainment</b>	<b>61,191.74</b>
Family Entertnmnt Stage	
Entertainers	1,600.00
<b>Total Family Entertnmnt Stage</b>	<b>1,600.00</b>
Financial Committee	

102/04

**Lombard Jaycees Taste of Lombard`**  
**Profit and Loss**  
 January through December 2003

	Jan - Dec '03
Bank Service Charges	4.50
Postage & PO Box Rental	220.00
Liability Insurance	12,198.00
Start Up Bank	3,000.00
Supplies	365.36
<b>Total Financial Committee</b>	<b>15,787.86</b>
<b>Fireworks Committee</b>	
Fireworks Cost	30,000.00
Meals	74.64
<b>Total Fireworks Committee</b>	<b>30,074.64</b>
<b>General/Committee Expenses</b>	
Badges	246.59
Committee Mtgs	402.31
Miscellaneous	292.14
Office Trailer	1,439.00
Park Sec. Depos	1,000.00
Phone 932-4812	693.68
Postage	26.30
Public storage	1,008.00
Shirts & Hats	3,100.00
TGIO Party	1,787.53
Village Sec Dep	0.00
<b>Total General/Committee Expenses</b>	<b>9,995.55</b>
<b>Publicity Committee</b>	
Advertising	7,893.52
Printing	1,000.00
Supplies	40.23
<b>Total Publicity Committee</b>	<b>8,933.75</b>
<b>Rootbeer Floats Tent</b>	
Rootbeer Split	3,337.00
<b>Total Rootbeer Floats Tent</b>	<b>3,337.00</b>
<b>Lemon Shakeup Tent</b>	
Shakeup Split	4,016.00
<b>Total Lemon Shakeup Tent</b>	<b>4,016.00</b>
<b>Security Committee</b>	
Security Radios	32.77
<b>Total Security Committee</b>	<b>32.77</b>
<b>Soft Drink Committee</b>	
Ice Cost	6,444.00
Soft Drinks Cost	10,650.11
Supplies	140.48
<b>Total Soft Drink Committee</b>	<b>17,234.59</b>
<b>Uncategorized Expenses</b>	<b>0.00</b>
<b>Total Expense</b>	<b>250,517.37</b>
<b>Net Ordinary Income</b>	<b>-12,033.93</b>
<b>Net Income</b>	<b>-12,033.93</b>