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City Council Document Tracking Sheet

Meeting Date:	11/16/2011
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	2012 Special Events Ordinance
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation

SP-EV-

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 16, 2011

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Cultural Affairs and Special Events, I transmit herewith the 2012 Special Events Ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government as defined in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, through the Department of Cultural Affairs and Special Events ("DCASE"), sponsors and conducts unparalleled and exhibits, programs, festivals and cultural and entertainment events as further described by this ordinance (collectively "Events") in City facilities managed by DCASE and other City departments and throughout the City's streets, parks and neighborhoods; and

WHEREAS, the Events promote the public interest by providing vital recreation for the citizens of the City and from around the world, enhancing the cultural life of the City, and bringing together large numbers of people from every segment of society to meet and share in common social experiences in celebration of the City; and

WHEREAS, the City Council wishes to confer contracting authority on the Commissioner for other functions important to the functioning of DCASE, including the operation of retail shops at DCASE's facilities, and the authority to buy, maintain, and restore art, all as specified in this ordinance; and

WHEREAS, the Chicago Park District (the "Park District") is a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Park District sponsored, produced and hosted the 2011 Taste of Chicago (the "2011 Taste") from June 24, 2011 through July 3, 2011 in Grant Park; and

WHEREAS, the City, acting through its Mayor's Office of Special Events ("MOSE"), now known as DCASE, previously entered into a sponsorship agreement for the 2011 Taste (and other events) dated March 22, 2010 (the "Illinois Lottery 2011 Taste Sponsorship Agreement") with the State of Illinois, Department of Revenue, for the benefit of the Illinois Lottery (the "Illinois Lottery"); and

WHEREAS, the City, acting through MOSE, also previously entered into a sponsorship agreement for the 2011 Taste dated February 11, 2010 (the "Humana 2011 Taste Sponsorship Agreement," and, together with the Illinois Lottery Sponsorship Agreement, the "2011 Taste Sponsorship Agreement") with Humana, Inc. ("Humana," and, together with the Illinois Lottery, the "2011 Taste Sponsor"); and

WHEREAS, pursuant to the 2011 Taste Sponsorship Agreement the 2011 Taste Sponsor paid the City $165,500 in connection with the 2011 Taste (the "2011 Taste Sponsorship Fee"); and

WHEREAS, the Park District performed the City's obligations to the 2011 Taste Sponsor with respect to the 2011 Taste set forth in Exhibit B to the 2011 Taste Sponsorship Agreement; and

WHEREAS, the City now desires to pay the 2011 Taste Sponsorship Fee to the Park District; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are made a part of this ordinance as though fully set forth here.

SECTION 2. DCASE is authorized to sponsor and produce the Events set forth in Exhibit A attached to this ordinance. Subject to the availability of funds, DCASE may add additional programs, exhibits, festivals, cultural and/or entertainment events to Exhibit A.

SECTION 3. Those revenues that the Events may generate in 2012 in excess of revenues that may have been appropriated in the 2012 Annual Appropriation Ordinance, as well as all City revenues collected in connection with concession agreements entered pursuant to this ordinance, must be deposited into Fund Number 355, and are subject to appropriation. All agreements authorized in this ordinance must be made subject to the availability of funds.

SECTION 4. DCASE is authorized to operate concessions at the Events, including through third parties, selling items of interest to the public.

SECTION 5. DCASE is authorized to impose application fees and/or registration fees in connection with certain Events, as follows: (i) Race to Taste (the "Race") - an application fee of up to Thirty-five and no/100 Dollars ($35.00) on all participants in the Race; (ii) Online talent submissions to perform at Events - a fee of not more than Ten and no/100 Dollars ($10.00); and (iii) any other Event where, based on the location of the Event, the estimated number of participants in the Event, the duration of the Event or any other relevant factor set forth in duly promulgated rules and regulations, DCASE determines that an application fee and/or registration fee is required for such Event. Provided, however, that if an application fee and/or registration fee is assessed under this item (iii), such fee shall not exceed $100.00 and shall be reasonably related to the costs incurred by DCASE in connection with the administration of such Event. Any balance remaining from the application fees and/or registration fees after payment of the costs of the respective Event must be applied to the costs incurred by the City with respect to various other Events.

SECTION 6. DCASE must impose a service charge of $2.00 on the purchase of each strip, sheet or other group of twelve (12) coupons redeemable for food and beverage at Taste of Chicago, Chicago Blues Festival, Chicago Jazz Festival, and Gospel Music Festival. Ticket surcharge will cover the City's costs for these Events, which include, without limitation: security; entertainment; programming; production and marketing; maintenance operation; restroom facilities; inclusion of dining areas and picnic tables; and public relations efforts regionally, nationally and internationally. Any balance remaining from the service charge revenues after payment of these costs must be applied to the costs incurred by the City with respect to various other Events.

SECTION 7. On behalf of the City, DCASE may donate the amount of one percent (1 %) of the total ticket sales, less service charge revenues and sales tax, generated from Taste of Chicago for the relief of malnutrition to not-for-profit organizations and/or for job training in the culinary arts industry in the City as directed by the Commissioner in consultation with the Commissioner of the Department of Family and Support Services (the "DFSS Commissioner").

SECTION 8. The Commissioner is authorized to charge festival and event organizers for costs incurred by the City in connection with a Special Event, as such term is defined in Section 10-8-335(a)(1) of the Municipal Code of Chicago, or a Parade or Athletic Event, as such terms are defined in Section 10-8-330(a), or such other events for which the City provides special services of the type described in Section 10-8-335(a)(1)(B). The Commissioner is authorized to promulgate such rules and regulations, subject to the approval of the Corporation Counsel, as he or she determines are necessary or desirable for the implementation of this section by posting these at the DCASE main offices. The Commissioner is authorized to collect payments from festival and event organizers for such costs for deposit in Fund Number 355. The funds collected by the City pursuant to this section will be used only to reimburse various funds described in the 2012 Annual Appropriation Ordinance for the costs referenced above.

SECTION 9. DCASE. is authorized from time to time to sell at auction or otherwise any excess quantities of events and sports banners, posters and related memorabilia. Any balance remaining after applying the proceeds to the costs of the sales may be used to donate to not-for-profit organizations devoted to the relief of malnutrition in the City designated by the Commissioner in consultation with the DFSS Commissioner and to purchase holiday gifts and provide holiday entertainment for needy Chicago children.

SECTION 10. The Commissioner is authorized to enter into and execute agreements for a term of up to two (2) years with vendors and with contractors and professionals (consultants) for goods or services in connection with the Events, including but not limited to: souvenir vendors, art vendors, providers of amusement games and rides and for hospitality, supply of signage, protocol gift and floral services, maintenance services, security services, and fireworks for Events; provided, however, that the Commissioner or designees select the vendors, contractors and consultants by evaluating their qualifications and proposals submitted in response to publicly advertised solicitations. Public advertisements must consist of publishing an advertisement either in a newspaper of general circulation or on the City of Chicago website. When evaluating responses to a solicitation, the Commissioner will consider such facts as the firms' cost proposals, compliance with the requirements of the solicitation, qualifications to perform or provide the required service, experience in performing or providing the service, ability to exercise flexibility to meet the City's needs, ability to address issues relating to health, safety and sanitation, and other factors the Commissioner deems important for the successful operation of the Events. Agreements entered into under this section shall provide the City the right to terminate such agreements early, and may permit the extension of such agreements up to a maximum of two (2) years under terms and conditions consistent with the terms of the publicly advertised solicitation.

SECTION 11. (a) The Commissioner is authorized, after evaluation of qualifications and

proposals submitted in response to a publicly advertised solicitation or otherwise publicly disseminated solicitation, such as the mailing of applications to qualified entities or posting on the City of Chicago website, as determined in the Commissioner's discretion, to enter into and execute agreements for one (1) year with food and beverage vendors. When evaluating responses to a solicitation, the Commissioner will consider such facts as the firms' cost proposals, compliance with the requirements of the solicitation, qualifications to perform or provide the required service, experience in performing or providing the service, ability to exercise flexibility to meet the City's needs, ability to address issues relating to health, safety and sanitation, and other factors the Commissioner deems important for the successful operation of the Events. All agreements entered into under this section shall provide the City the right to terminate such agreements early, and shall contain such terms and conditions as the Commissioner deems appropriate. Such terms may also require food and beverage vendors to tender security deposits or allow the Commissioner to collect liquidated damages to ensure compliance with rules and regulations that she may promulgate pertaining to food and beverage vendors.

(b) The Commissioner is authorized to enter into and execute agreements with (i) such persons (as that term is defined in Municipal Code Section 1-4-090) whom the Commissioner reasonably deems to be Renowned Food and Beverage Vendors (as defined below), (ii) persons who prepare and sell items at an Event based upon the recipes of and with the express written permission of a Renowned Food and Beverage Vendor, and (iii) food service industry organizations representing Renowned Food and Beverage Vendors. "Renowned Food and Beverage Vendor" shall mean a person renowned for the degree of culinary expertise possessed by the person if an individual, or the head chef of the person, if an entity. Such food and beverage vending agreements will not be subject to the public solicitation requirement set forth in section (a) above.

SECTION 12. The Commissioner is authorized to enter into and execute agreements for up to two (2) years with one or more firms to design, assemble, install, transport, mount, erect, dismantle, refurbish, store or manage the storage of temporary displays, booths, or other event-related materials at Events or provide Event production, preparation, management, coordination or supervision, containing terms and conditions that the Commissioner deems appropriate, and to extend the terms of such agreements upon such terms as the Commissioner deems appropriate, for up to two (2) years.

SECTION 13. Except the caterer, performer, announcer and musician agreements authorized in Section 17, all agreements that the Commissioner is authorized to execute under this ordinance are subject to the approval of the Comptroller and the Corporation Counsel.

SECTION 14. The Commissioner is authorized to enter into and execute intergovernmental cooperation agreements to sponsor and/or produce the Events and with respect to the authority granted in Section 21(b) with terms and conditions that the Commissioner deems appropriate, including without limitation, those relating to exchange of any consideration, insurance and indemnification between the City and those governmental units. The intergovernmental cooperation agreements may be with any necessary or appropriate federal, state or local government unit, including, without limitation, the Chicago Park District with

respect to use of any Park District property and the United States Army Corps of Engineers with respect to the use of the Monroe Harbor Breakwater.

SECTION 15. The Commissioner is authorized to enter into and execute agreements with Sponsors of the Events or their agents, including, without limitation, commercial or other business sponsors and media sponsors, containing terms and conditions that the Commissioner deems appropriate, including allowing sponsors to promote, distribute samples of, or sell, food, goods and/or services, for up to three (3) years, and to extend the terms of such agreements for up to two (2) years, upon such terms as the Commissioner deems appropriate. For those sponsorship agreements in which the sponsor provides in-kind contributions, those in-kind contributions shall be used in connection with the Events. In those sponsorship agreements entered into directly with a sponsor, in which the sponsor's participation in the Event is limited solely to providing money to the City, and where the sponsor is only represented at the Event site by signage or where the sponsor is a governmental entity, the Commissioner may elect not to require the sponsor to indemnify the City. All sponsorship agreements shall provide the City the right to terminate such agreements early.

SECTION 16. The Commissioner is authorized to enter into and execute short term lease agreements with persons that are the lessors of the sites at which the Events may be held containing terms and conditions that the Commissioner deems appropriate including, without limitation, those relating to exchange of any consideration, insurance and indemnification by the City to the lessors.

SECTION 17. The Commissioner is authorized to enter into and execute agreements for up to two (2) years to provide visual, performance or other artists, caterers, announcers, musicians, other entertainment and production or operations staff at the Events, containing terms and conditions that the Commissioner deems appropriate, and to extend the terms of such agreements upon such terms as the Commissioner deems appropriate, for up to two (2) years.

SECTION 18. The Commissioner is authorized to enter into and execute an agreement for a term of one (1) year with an entity selected by the Commissioner through a request for proposals issued pursuant to Section 10 hereof, for beverage and food management, which may include, without limitation, providing services such as ticket selling, purchasing supplies and renting equipment, at such Events as determined by the Commissioner, including, but not limited to, Events in Grant Park. The agreements will contain terms and conditions that the Commissioner deems appropriate, and may include, but not be limited to, the City's option to make advance payments to the contractor, as determined solely by the Commissioner. The Commissioner is authorized to extend the term of such agreement for up to two (2) years, upon such terms as he or she deems appropriate.

SECTION 19. The Commissioner is authorized to enter into contracts with providers of recreational inflatables, for a term not to exceed 5 years. Such contractors shall be selected pursuant to the process outlined for contracts in Section 10 hereof, and shall be on such terms and conditions as the Commissioner deems reasonable. The Commissioner is authorized to

establish criteria for a grant program to communities for such recreational inflatables in rules and regulations, and to make grants of such recreational inflatables to such communities pursuant to the terms of such regulations.

SECTION 20. The Commissioner is authorized to enter into contracts with entities to operate retail shops in facilities managed by DCASE, including the Chicago Cultural Center Café, the Farmstand at 66 E. Randolph, and the Gift Shop at the Chicago Cultural Center. Such contractors shall be selected pursuant to the process outlined for contracts in Section 10 hereof, and shall be on such terms and conditions as the Commissioner deems reasonable.

SECTION 21. (a) The Commissioner is authorized to enter into contracts with individuals or entities to produce (which shall include procuring temporary rights to, installing, and maintaining) temporary art exhibitions. "Temporary art exhibitions" shall mean an exhibition of "artwork," as defined in Chicago Municipal Code 2-92-080, that extends for a period of time not greater than twelve months. The Commissioner shall have the authority to establish selection guidelines for the temporary art exhibits, including determining whether any selection will be made by open competition, limited entry (invitational) or direct selection, and the authority to make final selection of the artwork to be exhibited. (b) The Commissioner is authorized to enter into contracts with individuals or entities to restore, install, and maintain artwork, in furtherance of the Commissioner's powers and duties set forth in Chicago Municipal Code Section 2-92-140(f), and artwork of City sister agencies. The contracts for the restoration, installation and maintenance of the artwork shall be selected pursuant to the process outlined for contracts in Section 10 hereof. (c) All contracts described in this Section shall be on such terms and conditions as the Commissioner deems reasonable including, without limitation, those relating to provision of insurance and indemnification by the City to such contractors."

SECTION 22. The Commissioner is authorized to enter into contracts with entities to provide tourism services, including without limitation marketing and programming. Such contractors shall be selected pursuant to the process outlined in Section 10 hereof and shall be on such terms and conditions as the Commissioner deems reasonable.

SECTION 23. The Commissioner is authorized to execute other documents ancillary to the agreements described in this ordinance, including certifications and assurances, that are required in connection with the sponsorship and/or production of the Events.

SECTION 24. The Commissioner is authorized to enter into and execute agreements for up to three (3) years, for the production, distribution and sale of souvenir program books and other promotional materials, to be produced at no cost to the City, with terms and conditions that the Commissioner deems appropriate, and to extend the terms of such agreements upon such terms as the Commissioner deems appropriate, for up to two (2) years. These agreements may

contain terms that permit the contractor to sell advertising within the souvenir program book, vend the souvenir program book and retain all or part of the proceeds from these activities. The agreement shall provide the City the right to terminate such agreement early.

SECTION 25. The Commissioner is authorized to enter into and execute an agreement for a term of up to two (2) years with a contractor to provide LED screen(s) and associated labor and equipment in connection with Events, and to extend the term of such agreement for up to two (2) years, upon such terms as the Commissioner deems appropriate. This agreement may contain terms that permit the contractor to sell advertising to third parties to be displayed on the LED screen (subject to prior approval by DCASE of the proposed advertising) during Events, and to retain all or part of the proceeds from the advertising. Any such agreement shall permit the City to terminate the agreement early and shall contain such other terms and conditions that the Commissioner deems appropriate.

SECTION 26. The Commissioner is authorized to enter into and execute agreements for a term of up to two (2) years with contractors to provide an advertising system with respect to portable toilets and/or refuse carts in connection with Events, and to extend the term of such agreements for up to two (2) years, upon such terms as the Commissioner deems appropriate. These agreements may contain terms that permit the contractor to sell advertising to third parties to be displayed using the system (subject to prior approval by Commissioner of the proposed advertising) during Events, and to retain all or part of the proceeds from the advertising. Any such agreement shall permit the City to terminate the agreement early and shall contain such other terms and conditions that the Commissioner deems appropriate.

SECTION 27. The Commissioner or his or her designee is authorized to take all actions and execute all such documents as are necessary to pay the 2011 Taste Sponsorship Fee to the Park District.

SECTION 28. The invalidity of any one or more phrases, sentences, clauses or sections contained in this ordinance does not affect the remaining portions of the ordinance.

SECTION 29. This ordinance takes effect immediately upon its passage and approval as provided by law.

Exhibit "A" referred to in this ordinance reads as follows:

EVENTS

Air and Water Show

Chicago Blues Festival

Chicago Gospel Music Festival

Taste of Chicago (or other citywide food festivals)

Chicago Jazz Festival

World Music Festival

International Theater Festival

Chicago SummerDance

Public art Projects, including Percent for Art

Recreational Inflatables

Farmers Markets

Halloween Festivities and Display(s)

Maxwell Street Market Events

Extreme Sporting Events

Bike Chicago

Hosting National and International Touring Sports Events

Kids and Kites Festival

Co-sponsored Neighborhood Festivals

Parades

Mayoral Receptions

Holiday Decorating and Programming throughout Downtown Business District

Performances, programs, events and exhibitions in the Chicago Cultural Center, Millennium Park, Grant Park, Gallery 37 Center for the Arts, 72 East Randolph, Clarke House Museum and the Women's Park and Gardens, The City Gallery at the Historic Water Tower, the Water Works Visitor Information Center, Maxim's: The Nancy Goldberg International Center, and Daley Center Plaza and other venues throughout the City

Citywide Seasonal or other Public, Cultural memorial and Entertainment Events Entertainment Events around the City's Waterways

Creative Chicago Expo

At Work Forums

Programs, Exhibitions and Seminars supporting Chicago's Creative Industries

Promotional/Preview events in conjunction with Events listed in this Exhibit A

Sponsorship and Fundraising Events to benefit the Department of Cultural Affairs and Special Events