

CITY OF NAPERVILLE

SPECIAL EVENTS

MEMORANDUM OF UNDERSTANDING

CALENDAR YEAR 2027

(JANUARY 1, 2027 – DECEMBER 31, 2027)

Instructions: To complete the MOU, begin by reviewing all Special Event information thoroughly. Once the full document has been read, enter the required applicant details in the following order: *insert today's date into the fillable text box located at the top right corner of page 2; enter the Event Organizer's full name at the top of page 3 in the "Event Organizer" section; add the Event Organizer's address and Point of Contact information (name, phone number, and email address) in the same section; then scroll to the bottom of page 9 and enter the Event Organizer's name, date, and title in the designated fillable fields.* After all sections are completed, save the document and upload the signed MOU to your online Special Event application.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on the _____, by the undersigned Event Organizer, as defined herein, in acknowledgment of the regulations governing Special Events within the City of Naperville, Illinois (the "City"), an Illinois municipal corporation located at 400 S. Eagle Street, Naperville, Illinois 60540.

NOW, THEREFORE, in consideration of the City's review and potential approval of the Special Event permit application, the Event Organizer acknowledges and agrees as follows:

A. Recitals

1. The City regulates Special Events pursuant to Title 3, Chapter 4 of the Naperville Municipal Code (the "Code"), which includes definitions, permit requirements, exemptions, conditions, inspections, chargeback provisions, and guidelines for supplemental licenses and permits.
2. The City has developed the Special Events Resource Guide (February 2026 edition) to provide Event Organizers with comprehensive information on application processes, roles and responsibilities, guidelines for street closures and use of public property, supplemental City licenses and permits, the Special Events and Community Arts (SECA) Grant Fund, food and beverage tax obligations, and other requirements to ensure safe and compliant Special Events.
3. The City's Special Events Permit webpage (available at <https://www.naperville.il.us/services/permits--licenses/special-events-permit/>) outlines the application process through the City of Naperville Permitting, Plans and Licensing portal, deadlines for submission (including all required paperwork 90 days prior to the Special Event date), and additional resources such as sustainability checklists, ADA accessibility guidelines, and Special Event planning seminars.
4. Special Events enhance the quality of life for residents, promote tourism, showcase local talent, celebrate diversity, and strengthen community character, but must be conducted in compliance with all applicable laws to protect public health, safety, and welfare.
5. The Event Organizer seeks to host a Special Event within the City and acknowledges receipt of the aforementioned regulations and resources.
6. The Event Organizer commits to full compliance with these regulations as a condition of proceeding with the Special Event.
7. The foregoing Recitals are incorporated herein and made a part of this MOU.

B. Definitions

For purposes of this MOU, the following terms shall have the meanings set forth in the Code and Special Events Resource Guide:

1. **Special Event:**
 - a. Any outdoor event held on City property (e.g., streets, sidewalks, parking lots) or deemed by the City, in its sole discretion, to significantly impact City or community partner resources.
 - b. Any event that requires any of the following actions, which require approval by the Naperville City Council:
 - i. Street Closures (except for neighborhood block parties);
 - ii. Closure of parking facilities or use of City-owned property; or
 - iii. Disruption to parking/traffic control (e.g., "No Parking, Tow Zones"),

- c. Any event on Naperville Park District property requiring City resources, notably such events also require Naperville Park District application, approval, and coordination.
 - d. The City, in its sole discretion, will make the final determination of whether an event qualifies as a Special Event.
2. **Event Organizer:** The individual or organization responsible for the Special Event, identified as _____, located at _____.
 3. **Event Organizer Point of Contact (“POC”):** The individual responsible for being the Event Organizer’s point of contact for the City and its Special Events Coordinator. The POC is responsible for submitting all items on behalf of the Event Organizer by the required deadlines and providing all materials requested by the Special Events Coordinator. All Special Events are subject to the conditions outlined in the City’s Municipal Code, the City’s Special Events Resource Guide, and this MOU, and it is the POC’s responsibility to ensure the Special Event complies with said conditions. It is critical that the POC be, at all times, responsive to all Special Event related communication (e.g., text, phone, email). The POC is (include full name, phone number, and email address) _____.
 4. **Special Events Coordinator (“SEC”):** The City’s designated liaison, responsible for processing applications, facilitating logistics, and ensuring compliance. SEC is the point of contact for the Event Organizer and POC and serves as the liaison between the Event Organizer and POC, and the City’s Special Events Team. Jake Fiedler, 630-420-6045, fiedlerj@naperville.il.us.
 5. Other key terms (e.g., "Carnival Rides," "Film Production Event," "Full-Contact Martial Arts Event") shall align with Code definitions.

3. Acknowledgment of Receipt and Review of Regulations

The Event Organizer and POC hereby acknowledge:

1. Receipt of copies of, or access to, the following documents and resources:
 - a. [Title 3, Chapter 4 of the Naperville Municipal Code](#) (governing amusements, including special events, raffles, carnivals, circuses, and prohibitions on certain activities).
 - b. [The City’s Special Events Resource Guide \(August 2025\)](#), including sections on the application review process, roles and responsibilities, guidelines for street closures and use of public property, supplemental licenses and permits, SECA Grant Fund guidelines, food and beverage tax requirements, and film/photography guidelines.
 - c. [The City’s Special Events Permit webpage](#), including application instructions via the Civic Access portal, sustainability checklist, ADA accessibility requirements (e.g., compliance with the Americans with Disabilities Act and Illinois Accessibility Code), and event planning resources.
2. That the Event Organizer and POC have thoroughly reviewed and understands these regulations, including but not limited to:
 - a. **Payments:**
 - i. Events sponsored by a for-profit organization are not eligible to apply for a SECA Grant and will receive an invoice approximately one month before the event for 20% of the City services estimated for the event. After the event has concluded, the event organizer will receive an invoice for the balance of the cost of services rendered by the City.

- ii. Payment Options:
 - 1. **Online** payments: securely view and pay invoices via the Civic Access Portal by logging into your account.
 - 2. **Automated Clearinghouse ("ACH")** payments made via checking accounts. Visit the City Finance webpage for more information: <https://www.naperville.il.us/government/city-finances/paymentoptions/ebill-online-payment/>
 - iii. Late Payment:
 - A payment made beyond 30 days from the invoice date is considered late.
 - Late payments will not be tolerated. See Section E, 'Consequences of Non-Compliance' for details.
- b. **Licenses and Permits:** All required supplemental permit applications must be submitted to the SEC 90 days prior to the Special Event.
- i. **Amplifiers:** A permit application must be completed for any person or organization wishing to use amplification equipment or speakers. Amplifier permits are valid until 8:00 pm Sunday – Thursday and 10:00 pm Friday and Saturday. For Special Events needing to amplify sound beyond these times, an amplifier extension must be approved by Naperville’s City Council.
 - ii. **Carnival and/or Circus Equipment:** The following must be filed with the City’s Fire Department’s Community Risk Reduction Manager:
 - Company and contact information supplying inflatables, carnival, or circus services.
 - A copy of the state inspection for each inflatable and carnival ride.
 - A site plan and approved and a list of employees working the carnival prior to the issuance of the permit.
 - The list of employees must be approved by the City’s Special Events Team Police Sergeant.
 - iii. **Fireworks:** A Fireworks permit application must be submitted to the City’s Fire Marshal or his or her designee, and approved by the Naperville City Council, for permission to use fireworks or pyrotechnics in conjunction with the Special Event. Fireworks or pyrotechnic displays must be held under the direct supervision of a professional and by representatives of the City’s Fire Department. All fireworks and pyrotechnic displays will be inspected prior to display by the City’s Fire Marshal or his or her designee.
 - iv. **Liquor:**
 - If a Special Event involves the consumption of alcoholic beverages on City property, regardless of whether it is being sold or given away, Event Organizers are required to apply for a City and State of Illinois Liquor License. If granted, a Liquor License gives the Event Organizer permission to possess and consume beer, wine, or spirits within the areas designated by the Liquor License. Liquor will not be allowed on the public right-of-way or in any permittable City venue, and Event Organizers and patrons must remain in compliance with all local and state laws.
 - Having alcohol at a Special Event may result in additional insurance and security requirements.

- A City Special Event Liquor License is required for all non-profit organizations who plan on selling wine, beer and/or spirits in a specified area of the Special Event. This liquor license is only available to local non-profit community organizations or governmental entities with local goals that directly benefit all citizens of the City.
 - Licensed liquor sales and consumption are limited to the public at picnics, carnivals or similar functions on City property, such as public streets, roads or parks.
 - An Event Organizer is limited to no more than two local liquor licensed Special Events per year.
 - The sale and consumption of liquor authorized by a Special Event Liquor License shall only take place within an entirely enclosed tent or double-fenced area, with at least four feet separating each fenced row. Liquor must remain in said enclosed area.
 - Security and trash removal must be provided.
 - Each person who sells, serves, or dispenses alcoholic beverages must be BASSET trained by the Naperville Police Department prior to the opening of the Special Event and prior to the issuance of the Special Event Permit.
 - For a Special Event where a City Special Event Liquor License has been issued, a minimum of one Police team (two officers) will be required on site for the duration of the Special Event.
- v. **Tents** (covers tents, food trucks, inflatables and stages):
- A City Tent Permit is required prior to erecting a tent, canopy, skybox, or other temporary structure. The permit application must include a site plan, certificate of flame proofing, tent checklist, disclosure of beneficiaries, certificate of insurance, and electrical certification. A tent is defined as a temporary, soft-sided structure covered with canvas or similar lightweight material and enclosed on one or more sides. It is supported by poles, stakes beams, ropes, or cables (non-combustible). A canopy is defined as a temporary portable structure covered with canvas, ropes, or cables (noncombustible).
 - City Tenant Build Out (TBO) Meeting: A TBO Meeting must be attended 120 days prior to the Special Event date. TBO Meeting is for Event Organizers who will need additional approval from specific City departments prior to the Special Event. Items such as *tents, inflatables, stages, carnivals, and food vendors will need additional approvals and inspections*. The TBO meetings take place every Tuesday morning at 8:30am in the lower level of the Naperville Municipal Center, 400 S. Eagle St., Naperville, IL. This is a first-come, first-served type of meeting where the Event Organizer will meet with different City department representatives depending on individual needs. Once the review of the Special Event is complete, the Event Organizer will have the opportunity to schedule the needed inspections that will take place before the Special Event begins.
- vi. **Raffles:** A City Raffle permit will be issued only to religious, business, charitable, labor, fraternal, educational or veterans' organizations which operate without profit to their members, which have been in existence continuously for a period of five years immediately before presenting an application for a permit and have had during that entire five-year period membership engaged in carrying out their objectives. A permit shall be issued by the City for a period of no longer than one

year and shall authorize the sale of raffle chances within the borders of the State of Illinois. Each raffle permit shall be valid for the duration of the contest. A permit will be issued only if the raffle takes place in the city of Naperville. Each raffle must be authorized by a separate license, the drawing takes place within the City of Naperville and must be conducted in accordance with Title 3, Chapter 4, Article A (Raffles) of the Naperville Municipal Code.

- vii. **Permit Fees** (To be applied for and paid for through the City's online portal, and subject to change without notice):
- Amplifier Permit: \$5.00 per day;
 - Circus/Carnival Permit: \$ 67.00 (inspection fees not included);
 - Fireworks Permit: no charge;
 - Raffle Permit: \$25.00;
 - Temporary Liquor License: Contact the City's Community Services Department
 - Tent Permit: \$86.00
- c. **Liability Insurance:** Certificate of insurance is due 30 days prior to the date of the Special Event. Special Events using public property (excluding neighborhood block parties) are required to secure an insurance policy for the Special Event. An original Certificate of Insurance naming the City of Naperville and their respective public officials, officers, employees, volunteers, and agents, and assigns, as an additional insured in the general aggregate amount of \$2,000,000 is required. In addition, the Special Event and the date of the Special Event being covered by the insurance must be named on the certificate. The City of Naperville reserves the right to request additional insurance for the Special Event as deemed necessary by city staff and/or the Naperville City Council. The following needs to be listed in the Description of Operations section:
- The City of Naperville as Additional Insured
 - Name of Event
 - Location of Event
 - Date(s) of Event
 - List the Certificate Holder as the: City of Naperville, 400 S Eagle St, Naperville, IL 60540
- d. **Use of City Name, Logo, and Marks Unauthorized:** The use of the City of Naperville's name, logo, or copywritten or trademarked property is strictly prohibited.
- e. **Resident and/or Business Notification:** For those Special Events that require street closures, or that may cause disruption in a specific geographic area, the Event Organizer must notify all affected community members (including impacted residents, businesses, schools and places of worship) via U.S. mail and/or hand delivered notification at least three weeks prior to the Special Event. The City of Naperville will assist in determining which entities are to receive notification and the SEC will provide the POC with a mailing list for the affected areas. Each notification must include the following: name of the Special Event, sponsoring organization, date and timeframe of Special Event, description of road closures (locations and times), Event Organizer's name, phone number, email address, and website associated with the Special Event.
- f. **Compensation for City Services:** Depending on several factors such as the type, scope, size, and duration of the Special Event, anticipated attendance, and whether alcohol will be served, the City may require personnel from the City's Police, Fire, and/or Public Works departments at the Special Event. All City staff involved during the day(s) of the Special Event may be charged back to the Event Organizer, unless the funds from the Special

Events and Community Arts (SECA) Grant Fund have been awarded. The City will work with the Event Organizer to determine the number of staff necessary to ensure the safety of the community and participants, minimize the inconvenience to City residents and businesses and reduce the public liability exposure to the Event Organizer, as well as the City.

- g. **Traffic Control Plan:** It is the Event Organizer's responsibility to submit a detailed traffic control route plan. A route map designed and managed by the City's Special Events Team listing all street closures, detours, no parking areas, barricades, signage, first aid stations, and all other major facets of the Special Event will be determined by the Event Organizer and the City's Special Events Team during the planning meetings. The City of Naperville reserves the right to modify or deny street closures that will hinder traffic flow on City streets or prove to be unsafe for residents and Special Event participants.
- h. **Event Security and Traffic Control:** The City's Police Department has designated a Special Events Sergeant to coordinate the security, and operations plan regarding traffic control (including road closures, parking restrictions walk/run parade route planning and management of traffic control devices), crowd management, and emergency communication. The sergeant, in consultation with the Event Organizer, will determine the required level of support for the Special Event.
- i. **Liquor Code and License Compliance:** A dedicated City Police Department Liquor Liaison manages compliance with liquor code and license requirements. Specifically, applicant approval, Beverage Alcohol Sellers and Servers Education ("BASSET") training, and other liquor-related Special Event operations.
- j. **Event Cancellation:** The City of Naperville reserves the right to cancel, revoke, suspend, or otherwise modify this permit at any time if the City Manager, in the City Manager's sole discretion, determines that such action is necessary to protect the public health, safety, or welfare or to safeguard persons and property, including but not limited to inclement weather, disasters, emergencies, or other circumstances. The City of Naperville shall not be liable for any damages, costs, expenses, losses, or claims arising from or related to any such cancellation, revocation, suspension, or modification.
- k. **Site Compliance and Safety:** Representatives from the City's Transportation, Engineering, and Development Business Group (TED) perform Special Event inspections in coordination with the City's Fire Department. Inspections include, but are not limited to, liquor license requirements (fencing), tents, stages and other temporary structures, temporary electrical supply (generators), cooking devices, inflatables, and carnival rides. If violations are cited, it is the responsibility of the Event Organizer to ensure that everything has been corrected prior to opening the Special Event to the public. Inspections can be scheduled after the Event Organizer attends one of the City's TBO Meetings.

D. Commitment to Compliance

- a. The Event Organizer and POC hereby commit to:
 - i. Fully comply with all applicable regulations, including those referenced above, as well as state and federal laws (e.g., Firearm Concealed Carry Act signage at entrances).
 - ii. Submit all required applications, fees, and documents in a timely manner, including a certificate of insurance naming the City and its officers, agents, employees, and representatives as additional insureds in amounts and forms approved by the City.
 - iii. Timely pay all fees and chargebacks for City services (e.g., public safety, traffic control, inspections).

- iv. Cooperate with the SEC, the City's Special Events Team, and community partners for reviews, meetings (e.g., City TBO meetings), and inspections.
 - v. Ensure the Special Event is conducted safely, orderly, and without undue interference to public use of rights-of-way, peace and quiet of residents, or public health/welfare.
- E. **Consequences of Non-Compliance:** The Event Organizer and POC acknowledge and consent that failure to comply with any applicable regulations, including untimely payments, incomplete documentation, or violations during the Special Event, may result in modification, postponement, or cancellation of the Special Event by the City, in its sole discretion. Such actions may also lead to denial of future applications, withholding of SECA grant funds, referral to collections, or other remedies as provided in the Code.
- F. **Indemnification, Hold Harmless, and Disclaimer of Liability:** The Event Organizer agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and representatives from and against any and all liabilities, claims, causes of action, damages, losses, expenses (including reasonable attorneys' fees), or demands arising out of or in any way related to the Special Event, including but not limited to personal injury, property damage, breaches of contract, or violations of law, whether caused by the negligence of the Event Organizer, its agents, contractors, participants, or attendees, or otherwise. This obligation shall survive the termination or cancellation of the Special Event or this MOU. The Event Organizer further absolves the City of any and all liability concerning the Special Event and waives any claims against the City related thereto.
- G. **Additional Terms**
 - a. **Time of the Essence:** Time is of the essence in the performance of this MOU.
 - b. **Personal Liability:** Nothing herein shall be construed as creating any personal liability on the part of any officer, agent, or employee of the City or any individual officer, agent, or employee of the Event Organizer.
 - c. **Rights Cumulative:** Unless expressly provided to the contrary in this MOU, each and every one of the rights, remedies, and benefits provided by this MOU shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
 - d. **Non-Waiver:** The City shall be under no obligation to exercise any of the rights granted to it in this MOU. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right, except as otherwise set forth herein.
 - e. **Written Consents:** Unless otherwise provided in this MOU, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of the City or the Event Organizer, or of any duly authorized officer, employee, agent, or representative of the City or the Event Organizer, is required in this MOU, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
 - f. **No Assignment:** This MOU is personal to the Event Organizer and may not be assigned without the City's written approval.
 - g. **No Third-Party Beneficiaries:** Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this MOU.
 - h. **Governing Law:** This MOU shall be governed by the laws of the State of Illinois. Venue for disputes arising from or related to any Special Event or this MOU shall be in the Illinois Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

- i. **Amendments and Modifications:** An amendment or modification to this MOU shall not be effective until it is reduced to writing and approved and executed by the City and the Event Organizer in accordance with all requirements of law.
- j. **Compliance with Laws:** The Event Organizer agrees to comply with all requirements of law when performing any actions under this MOU.
- k. **Changes in Laws:** Unless otherwise provided in this MOU, any reference to the requirements of law shall be deemed to include any modifications of, or amendments to, the requirements of law that may occur in the future.
- l. **Severability:** It is hereby expressed to be the intent of the Event Organizer that should any provision, covenant, agreement, or portion of this MOU or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this MOU and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this MOU to the greatest extent permitted by applicable law.
- m. **Savings Clause:** If any provision of this MOU, or the application of such provision, is rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this MOU shall remain in full force and effect.
- n. **Interpretation:** This MOU shall be construed without regard to the identity of the entity who drafted the various provisions of this MOU. Moreover, each and every provision of this MOU shall be construed as though the Event Organizer participated equally in the drafting of this MOU.
- o. **Entire Understanding:** This MOU incorporates all referenced regulations by reference and constitutes the entire agreement between the City and the Event Organizer and supersedes any and all prior agreements, MOUs, and negotiations between the City and the Event Organizer, whether written or oral, relating to the subject matter of this MOU.

The Event Organizer, by signing below, certifies under oath that it has the authority to enter into this MOU, that all information provided is accurate, and that it agrees to the terms herein.

EVENT ORGANIZER:

Signature

Printed Name: _____

Title: _____

Date: _____