

**VILLAGE OF VERNON HILLS
ORDINANCE 2023-064**

**AN ORDINANCE AUTHORIZING APPROVAL OF A PROFESSIONAL SERVICES
AGREEMENT WITH ARCHER ENTERPRISES, INC. FOR 2023 VERNON HILLS
DAYS IN AN AMOUNT NOT TO EXCEED \$83,950**

WHEREAS, the 2023 Vernon Hills Days event is scheduled for July 13-16, 2023; and

WHEREAS, it is the desire of the President and Village Board to enter into a production services contract with Archer Enterprises, Inc. for the 2023 Vernon Hills Days event.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:

That the Village Manager is authorized to execute a contract for production services with Archer Enterprises, Inc. in a not to exceed amount of \$83,950.00. Further, the Finance Director is authorized to make a deposit payment of \$41,975.00 after Board approval of this Ordinance.

Dated this 6th day of June, 2023

Adopted by roll call vote as follows:

AYES: 6 – Oppenheim, Schenk, Forster, Marquardt, Koch, Byrne

NAYS: 0 – None

ABSENT AND NOT VOTING: 1 – Takaoka

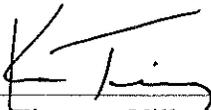


Roger L. Byrne, Village President

PASSED: 06/06/2023

APPROVED: 06/06/2023

ATTEST: 06/06/2023



Kevin Timony, Village Clerk





Archer Enterprises, Inc.

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICE AGREEMENT made this 6th day of June 2023 between the **VILLAGE OF VERNON HILLS – VERNON HILLS DAYS COMMITTEE** (herein called “**PURCHASER**”) and **ARCHER ENTERPRISES, INC.** Bill Archer, President, an Illinois S Corporation (herein called **EXECUTIVE PRODUCER**)

The **PURCHASER** hereby engages the **EXECUTIVE PRODUCER** to perform the professional services hereinafter provided, upon all the terms and conditions herein set forth. The budget set forth is not to exceed \$90,000.00 (ninety thousand dollars).

PLEASE INITIAL KT

- 1. **EVENT:** **VERNON HILLS DAYS 2023** PLEASE INITIAL KT
- 2. **DATE OF EVENT:** **July 13-16, 2023 RAIN OR SHINE** PLEASE INITIAL KT
- 3. **LOCATION:** **1002 Lakeview Parkway** PLEASE INITIAL KT
Vernon Hills, IL

4a. Services Provided by **EXECUTIVE PRODUCER**: Duties will include meetings with representatives of the **VERNON HILLS DAYS COMMITTEE** either electronically, telephonically or in-person, with respect to **ENTERTAINERS** of interest to the **PURCHASER** for **VERNON HILLS DAYS 2023**.

4b. On behalf of the **PURCHASER**, the **EXECUTIVE PRODUCER** will contact **ENTERTAINERS/BANDS** of interest to the **PURCHASER**; engage in securing **BAND** availability, **BAND** fees (Deposit & Balance) and other contractual obligations; determining availability, establishing fee schedules within established **VERNON HILLS DAYS COMMITTEE’S** budget.

4c. Specifically, **Thursday, July 13, 2023 – Friday, July 14th, 2023** and **Sunday, July 16th, 2023**. It is specifically acknowledged that **Saturday July 15th, 2023** is under the control and direction of the **VERNON HILLS PARK DISTRICT** per these parties separate **AGREEMENT**. **EXECUTIVE PRODUCER** acknowledges that all logistic and monetary responsibilities for **Saturday July 15th, 2023** are between the **VERNON HILLS DAYS COMMITTEE** and the **VERNON HILLS PARK DISTRICT** and are not subject to this **PROFESSIONAL SERVICE AGREEMENT**.

4d. **EXECUTIVE PRODUCER**, under this **PROFESSIONAL SERVICE AGREEMENT**, will recruit, negotiate and be the signatory for these additional elements for this **EVENT** (e.g. Performance Stage, Sound and Lighting and backline Vendors). On behalf of the **VERNON HILLS DAYS COMMITTEE**, **EXECUTIVE PRODUCER** will arrange for rental and pay for, a 32'W x 24' D stage with roof system; a full sound system with monitors; a professional lighting system and specific instruments, amplifiers and accessories that will meet the specifications of the contracted **BANDS’** Technical Riders.



Archer Enterprises, Inc.

4e. **EXECUTIVE PRODUCER** will supervise all on-site sound, lighting and staging personnel. **ARCHER ENTERPRISES, INC.** will disperse all Deposit and Balance payments to the appropriate representatives of the **BANDS** and other **VENDORS** as contractually specified. (see Item #4c)

In addition, **EXECUTIVE PRODUCER'S** staff will interface, on-site, with all technicians, laborers and stage crew. Furthermore, **EXECUTIVE PRODUCER** will establish load-in and load-out schedules for **BANDS** and **VENDORS**. **EXECUTIVE PRODUCER** will establish sound-check schedules for all **VENDORS** and **BANDS**. **EXECUTIVE PRODUCER** will provide a list of **HOTEL** accommodations to the **VERNON HILLS DAYS COMMITTEE** representative, to fulfill the **BANDS' Riders**.

PLEASE INITIAL KT

5. **SPECIAL PROVISIONS:**

On behalf of the **VERNON HILLS DAYS COMMITTEE**, **EXECUTIVE PRODUCER** shall contract the following **BANDS**, listed below, to perform at the **VERNON HILLS DAYS 2023**:

THURSDAY, JULY 13, 2023	SIX SPEED TRANNY	\$1,000.00	NO DEPOSIT
FRIDAY, JULY 14, 2023	BRYAN WHITE	\$10,000.00	BACKLINE+HOTEL+GROUND
	JAMES BARKER BAND	\$25,000.00	BACKLINE+HOTEL+GROUND
SATURDAY, JULY 15, 2023	RONNIE RICE	SEE ITEM #4c	
	CRYAN SHAMES		
	THE BUCKINGHAMS		
SUNDAY, JULY 16, 2023	MIKE & JOE	\$5,000.00	SELF-CONTAINED

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6. It is agreed to and acknowledged by the **VERNON HILLS DAYS COMMITTEE** that if the **VERNON HILLS DAYS 2023** is canceled due to inclement weather, an act of **GOD** or any other cause, **EXECUTIVE PRODUCER**, all **BANDS** and all **VENDORS** shall be **PAID** in **FULL**.

PLEASE INITIAL KT

7. **VERNON HILLS DAYS COMMITTEE** agrees and acknowledges that it is responsible for:

- a. Power and Electrician – Meet with SWP Vendor on Tuesday July 11, 2023. Time t/b/d.
- b. Ice and bottled water for Stage – in sufficient amounts.
- c. Fulfill **BAND'S** Hospitality Rider provisions.
- d. Provide adequate Dressing Rooms as per Rider with Air Conditioning, refreshments.
- e. Furnish adequate Towels for all **BANDS**.
- f. Stage Fans when necessary.

PLEASE INITIAL KT



Archer Enterprises, Inc.

8. **FORCE MAJUER:** If any of the **BAND'S** performance(s) is/are rendered impossible, hazardous or otherwise prevented, due to sickness, accident, unavailability to perform, interruption or failure of means of transportation, Acts of **GOD**, riots, strikes, labor difficulties, epidemics, any act or order of public authority and/or any other cause or event, similar or dissimilar, beyond the **EXECUTIVE PRODUCER's** control, then **EXECUTIVE PRODUCER's** obligation, with respect to the affected performance(s)/(services), shall be excused. The **EXECUTIVE PRODUCER** shall have no liability to **PURCHASER** in connection therewith. IF **BAND(S)** is/are present and able to perform and if **VERNON HILLS DAYS 2023**, is canceled, for any reason, **PURCHASER** shall be liable for total compensation for **ALL EVENT** services.

PLEASE INITIAL KT

9 **EXECUTIVE PRODUCER** will not be held liable for any personal injury to any performer or for damage or injury any person caused by persons altering with or tampering with stage, show props/costumes or lighting/sound equipment. **PURCHASER** must have premises liability insurance.

PLEASE INITIAL KT

10. No portion of these performances shall be recorded without the **PRIOR** expressed written consent of specific **BANDS**. The **VERNON HILLS DAYS COMMITTEE** and **VILLAGE of VERNON HILLS** are responsible for any licensing Invoices from **ASCAP/BMI** or any other music reporting agency as the **VERNON HILLS DAYS COMMITTEE** and **VILLAGE of VERNON HILLS**

PLEASE INITIAL KT

11. Any claim or dispute arising out of, or, relating to this **PROFESSIONAL SERVICES AGREEMENT** or breach thereof, shall be settled by arbitration in Illinois, in accordance with the rules and regulations of the American Arbitration Association. The parties, hereto, agree to be bound by the award, in in such arbitration and judgement, upon the award rendered by the arbitrators and may be entered in any court having jurisdiction thereon.

PLEASE INITIAL KT

12. It is agreed that **EXECUTIVE PRODUCER** acts as a **CONSULTANT**, and as such, **ASSUMES NO LIABILITY**, hereunder. It is agreed by the **VERNON HILLS DAYS COMMITTEE** and **VILLAGE of VERNON HILLS** that they shall defend, indemnify and hold **EXECUTIVE PRODUCER**, its' Officer's and employees harmless from, and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on bodily injury, breach of contract, or product liability), including reasonable counsel fees, arising out or based on the performance of any **BAND** or **MEMBER** associated with any **BAND**, hereunder or any act of commission of such **BAND** or **MEMBER**.

PLEASE INITIAL KT

13. **INDEPENDENT CONTRACTOR:** All parties hereto acknowledge they are acting solely as **Independent Contractors** and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.

PLEASE INITIAL KT



Archer Enterprises, Inc.

14. The PROFESSIONAL SERVICES AGREEMENT may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.

PLEASE INITIAL KT

15. The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this PROFESSIONAL SERVICES AGREEMENT. All items listed on all attached BAND Riders, if any, constitute the sole, complete and binding AGREEMENT between the parties hereto, VERNON HILLS DAYS COMMITTEE and VILLAGE of VERNON HILLS and ARCHER ENTERPRISES, INC. The designated representative acknowledges their authority to do so and hereby assumes liability for all stated dollar amounts.

PLEASE INITIAL KT

16. VERNON HILLS DAYS COMMITTEE WILL MAKE PAYMENTS AS FOLLOWS :
50% deposit (\$41,975.00) due June 8, 2023 with this signed PROFESSIONAL SERVICES CONTRACT payable by VILLAGE OF VERNON HILLS check to: ARCHER ENTERPRISES, INC. FEIN #36-3713219 (see W-9 attachment). Balance due July 5, 2023 or sooner.
(See Schedules F, M, P and T)

PLEASE INITIAL KT

17. THIS CONTRACT CANNOT BE CANCELED unless mutually agreed to by both parties, in writing.

x Kevin Timony Date 06/07/2023

SIGNATURE - Kevin Timony Village Manager
VILLAGE of VERNON HILLS
290 Evergreen Drive
Vernon Hills, IL 60061
847-918-3550
KevinT@vhills.org

x Bill Archer Date 6/7/23

SIGNATURE - Bill Archer President
ARCHER ENTERPRISES, INC.
2602 Sigwalt St.
Rolling Meadows, IL 60008
847-965-1844 Direct 847-702-7700 Office
bill@bigfunband.com

cc: Brandon Atkins brandonatkins75@gmail.com
Jamie Atkins jatkins0628@gmail.com



Schedule C

Vernon Hills Days Contact Info 2023

VH Committee

Brandon Atkins 847-529-2145 President

brandonatkins75@gmail.com

Jamie Atkins 847-529-2145 Production

jatkins0628@gmail.com

Kevin Timony 847-918-3550 Village Manager

KevinT@vhills.org

EXECUTIVE STAFF

Archer Enterprises, Inc.

Bill Archer 847-702-7700 Office/Gig phone

847-965-1844 Direct

Blake Archer 847-708-3760 Production/BAND Contact

Matt Kelly 312-882-1392 Merchandise/Stage Mgr



TALENT

7/13 Thursday:

Daniel Spannraft

dspannraft@gmail.com

Six Speed Tranny

224-577-8684

7/14 Friday: HEADLINER

Nick Meinema

Nick.meinema@action-ent.com

James Barker Band

615-587-0936

7/14 Friday: OPENER

Walt Smith – Tour Manager

waltonbsmith@gmail.com

Bryan White

910-286-8836

7/15 Saturday

Howie Silverman-Agent

Allie Armstrong

allie@paradiseartists.com

The Buckingham

805.646.8433 x104 (office)

972.207.2757 (cell)

Susan Rakis- Mgmt

Carl Giamarese-Band

Cryan Shames

Jim Pilster

630-969-9398

630-917-4087

Ronnie Rice

Ronnie Rice

t/b/d

Archer Enterprises, Inc.



Schedule C – cont

7/16 Sunday:

Mike and Joe

Mike Notaro- Band

Cory Flynn-Road Mgt

(773) 369-6491

IMAJE Records, Inc.

Mike & Joe

www.mikeandjoe.com



Schedule E

Entertainment
Total \$41,000.00

<u>Thursday 7/13</u>	6 Speed Tranny	NO DEPOSIT	\$ 1,000.00
	Balance No later than 7/5		\$ 1,000.00 prior to show
	CASH		
	Self-contained BAND		
<u>Friday 7/14</u>	Bryan White		\$10,000.00
	+ Backline gear, Ground trans and Hotel		
	Balance no later than 7/5		\$10,000.00 prior to show CASH
<u>Friday 7/14</u>	James Barker Band		\$25,000.00
	Deposit due upon signing		\$12,500.00
	+ Backline gear, Ground trans and Hotel		
	Balance due no later than 7/5		\$12,500.00 prior to show CASH
<u>Saturday 7/15</u>	VHPD 50th Anniversary		
<u>Sunday 7/16</u>	Mike & Joe	NO DEPOSIT	\$ 5,000.00
	Balance no later than 7/5		\$ 5,000.00
	Self-contained		

EVENT ENTERTAINMENT TOTAL:

Entertainment total \$ 41,000.00

EVENT ENTERTAINMENT PAYMENTSCHEDULE

Deposit due upon signing \$ 20,500.00
 Balance no later than 7/5 \$ 20,500.00



Schedule F

Entertainment

Total \$41,000.00

BAND FEES

BACKLINE

Total \$ 4,000.00

FULFILMENT OF RIDERS

STAGE, SOUND & LIGHTS

Total \$ 25,200.00

ARCHER ENTERPRISES

EXECUTIVE PRODUCER

Total \$13,750.00

Secure Production Vendors for:

Stage, Sound, Lighting

Fulfill Backline as per Band Production Riders

Administration & Execution of:

ALL Talent/Vendor Contracts

Event Stage Crew: Load-in/Load-out

Sound Checks & Performances

Supervision of ALL Vendors during Event



Schedule P

STAGE, SOUND & LIGHTS

Total \$25,200.00

<u>SWP</u> - Sound Works Productions	<u>\$25,200.00</u> Total
Load-in Tuesday July 11, 2023 in PM Time t/b/d	
Deposit due upon signing	\$12,600.00
Balance No later than 7/5	\$12,600.00

Thursday July 13 SWP PA & Lights assembly ready for Show

Staff/Crew call	Time t/b/d
6 Speed Tranny Load-in	Time t/b/d
6 Speed Tranny Sound check	Time t/b/d
Self-contained band gear	

DOORS @ 6:00PM	PERFORMANCE – 7:00pm-9:15pm	REMARKS @ 9:15pm then...
FIREWORKS @ 9:30PM		

EVENT PRODUCTION TOTAL:

Production total	<u>\$ 25,200.00</u>
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EVENT PRODUCTION PAYMENT SCHEDULE

Deposit due upon signing	\$ 12,600.00
Balance no later than 7/5	\$ 12,600.00

BACKLINE

Total \$4,000.00

<u>Mid-Town Rentals</u> -	***not to exceed***	\$ 4,000.00 Total
Load-in Friday July 14,2023 prior to sound check	Time t/b/d	
Deposit due upon signing	\$ NO DEPOSIT	
Balance No later than 7/5	\$ 4,000.00	



Schedule T

Timeline - Show Days

Thursday-July 13th

Staff/Crew/SWP/EXECUTIVE PRODUCER+
SOUNDCHECK to FINISH PRIOR TO DOORS
PERFORMANCES – **6 Speed Tranny**

REMARKS
FIREWORKS

Call time t/b/d
@ 6:00PM
7:00pm-9:30pm
9:15pm then...
9:30PM

NO NOISE MIDNIGHT

Friday-July 14th

Staff/Crew/SWP/EXECUTIVE PRODUCER+
SOUNDCHECK FINISH PRIOR TO DOORS
PERFORMANCES – **Bryan White**

James Barker Band

(Note: Generally Opening Act Sound check closest to doors & performance time)

Call time t/b/d
6:00PM
7:00pm-8:30pm
9:00pm-10:30pm

OPENING ACT

PERFORMANCES – **Bryan White** ???t/b/d

Bryan White Load-in

Bryan White Sound check

House provides band backline gear per Rider

Time t/b/d
Time t/b/d

PERFORMANCE TIME – 7:00pm-8:30pm

HEADLINER

James Barker Band

James Barker Band Load-in

James Barker Band Sound check

House provides band backline gear per Rider

Time t/b/d
Time t/b/d

PERFORMANCE TIME – 9:00pm-10:30pm

NO NOISE AFTER MIDNIGHT



Schedule T-continued

Saturday July 15 **VERNON HILLS PARK DISTRICT 50TH ANNIVERSARY**

DOORS @ 1:00pm

Note: SOUND CHECK TIMES BY ARRANGEMENT WITH HEADLINER

OPENING ACT #1

Ronnie Rice

Self-contained

(Note: Generally Opening Act Sound check closest to doors & performance time) **PERFORMANCE TIME-** t/b/d direct segue to The Cryan Shames...

OPENING ACT #2

The Cryan Shames

The Cryan Shames

The Cryan Shames

Load-in Time t/b/d
Sound check Time t/b/d

House provides band backline gear per Rider
Ground trans and Hotel

MEET & GREET TO BE ARRANGED DURING SHOW ADVANCE PRIOR TO SHOW WITH BAND

PERFORMANCE TIME- t/b/d

HEADLINER

The Buckingham

The Buckingham

The Buckingham

Load-in Time t/b/d
Sound check Time t/b/d

House provides backline gear per Rider

MEET & GREET TO BE ARRANGED DURING SHOW ADVANCE WITH BAND

+ Backline gear, Ground trans and Hotel

Sunday July 16

Staff/Crew/SWP/EXECUTIVE PRODUCER+

Call time t/b/d

DOORS @ 1:00pm

Note: SOUND CHECK TIMES BY ARRANGEMENT WITH HEADLINER

PERFORMANCE - Mike & Joe

7:00pm-9:30pm

Self-contained

STAGE, SOUND & LIGHTS strike @ 10:00pm

LOAD-OUT t/b/d

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2023-064

AN ORDINANCE AUTHORIZING APPROVAL OF A PROFESSIONAL SERVICES
AGREEMENT WITH ARCHER ENTERPRISES, INC. FOR 2023 VERNON HILLS DAYS IN
AN AMOUNT NOT TO EXCEED \$83,950

THE 6th DAY OF JUNE 2023

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
6th day of June, 2023

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, KEVIN TIMONY, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON JUNE 6, 2023, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2023-064 AN ORDINANCE AUTHORIZING APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ARCHER ENTERPRISES, INC. FOR 2023 VERNON HILLS DAYS IN AN AMOUNT NOT TO EXCEED \$83,950.

THE PAMPHLET FOR ORDINANCE NO. 2023-064 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED JUNE 6, 2023 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 6TH DAY OF JUNE 2023.



Kevin Timony, Village Clerk



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2023-064 AN ORDINANCE AUTHORIZING APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ARCHER ENTERPRISES, INC. FOR 2023 VERNON HILLS DAYS IN AN AMOUNT NOT TO EXCEED \$83,950 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM JUNE 6, 2023 TO JUNE 16, 2023.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 6th DAY OF JUNE 2023



Notary Public

