

**VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY**

INITIATED: Village Attorney **DATE:** June 17, 2008
 (Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
 (Board or Department)

NATURE OF ACTION: **STEPS NEEDED TO IMPLEMENT ACTION:**

<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Other	Motion to Adopt “A RESOLUTION AUTHORIZING A SPECIAL COMMERCIAL EVENT LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE DOWNERS GROVE DOWNTOWN MANAGEMENT CORPORATION FOR THE 2008 HOSPITALITY SUNDAY AND HOLIDAY PARADE”, as presented.
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SUMMARY OF ITEM:

Adoption of the attached resolution shall authorize a special commercial event license agreement between the Village of Downers Grove and the Downers Grove Downtown Management Corporation for the's 2008 Hospitality Sunday and Holiday Parade.

RECORD OF ACTION TAKEN:

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING A SPECIAL COMMERCIAL EVENT LICENSE
AGREEMENT BETWEEN THE VILLAGE
OF DOWNERS GROVE AND THE
DOWNERS GROVE DOWNTOWN MANAGEMENT CORPORATION
FOR THE 2008 HOSPITALITY SUNDAY AND HOLIDAY PARADE**

WHEREAS, application has been made to conduct a special event known as the 2008 Hospitality Sunday and Holiday Parade; and

WHEREAS, a portion of this special event will be conducted on certain Village streets and public property; and

WHEREAS, application has been made for a license agreement to permit the conduct of the 2008 Hospitality Sunday and Holiday Parade on a portion of the Village streets subject to conditions and restrictions as imposed by the Village Council.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Downers Grove as follows:

SECTION 1. That the license agreement between the Village of Downers Grove and the Downers Grove Downtown Management Corporation for the 2008 Hospitality Sunday and Holiday Parade be and is hereby approved and all associated Village fees are hereby waived.

SECTION 2. That the Village Manager and staff are authorized to execute the license agreement and to take such actions as may be necessary to carry out the terms thereof.

Mayor

Passed:

Attest: _____

Village Clerk

SPECIAL COMMERCIAL EVENT LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this _____ day of _____, 2008, by and between the Village of Downers Grove (the "Licensor") and the Downers Grove Downtown Management Corporation (the "Licensee") for the 2008 Hospitality Sunday and Holiday Parade,

WITNESSETH:

WHEREAS, Licensee has made application to the Village to conduct a Special Commercial Event as permitted under Section 19-50 of the Downers Grove Municipal Code; and,

WHEREAS, Licensor has reviewed said application and has agreed to authorize the Special Commercial Event subject to the provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. The provisions of the preamble are hereby incorporated into and made a part of this Agreement.
2. The following documents are hereby incorporated into and made a part of this Agreement:
 - a. Exhibit A - Licensee application.
 - b. Exhibit B - Site plan of Special Commercial Event.
 - c. Exhibit C - Operation Plan of Special Commercial Event.
3. Licensor hereby grants unto Licensee a revocable Special Commercial Event license subject to the following restrictions:
 - 3.1. The Special Commercial Event shall comply with the Site Plan and Operation Plan.
 - 3.2. The Special Commercial Event shall comply with the provisions of the Downers Grove Municipal Code, including but not limited to, Section 19-50, or such successor provision as now or hereafter amended related to Special Commercial Events, unless otherwise specified in this agreement.
 - 3.3. The Special Commercial Event shall be established and operated in a safe and reasonable manner with due regard for the health and safety of persons and property. In no event shall the Special Commercial Event obstruct vehicular or pedestrian traffic in an unsafe or unreasonable manner.
 - 3.4. The Special Commercial Event shall be established and operated in a clean, well maintained and sanitary manner. In particular, but without limitation, the licensee shall promptly and properly collect and dispose of all litter, trash and other waste materials associated with the Special Commercial Event, including materials in the adjacent public right of way originating from the special Commercial event. The Village shall have the right to remove or cause the removal of any debris, and otherwise maintain the public property of the Special Commercial Event, in the event the licensee fails to promptly and properly clean and maintain such area. In such event, the licensee shall promptly reimburse the Village in taking such action.
 - 3.5. No security deposit will be required.

- 3.6. To the fullest extent permitted by law, the licensee shall defend, indemnify and hold harmless the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees, for any and all claims from any loss, claim, occurrence or liability whatsoever which may be incurred or arise out of this Agreement of the Special Commercial Event. In addition, all third party vendors participating in the Special Commercial Event shall be required to completely release and hold harmless the Village of Downers Grove, its officers, agents and employees from any loss, claim, occurrence or liability whatsoever which may be incurred or arise out of this Agreement of the Special Commercial Event. Such third party vendors shall provide written releases to the Village not less than one week prior to the event.
- 3.7. No License Fee shall be required.
- 3.8. This Agreement shall not be transferable or assignable and shall not confer any property rights in the underlying right-of-way.
- 3.9. This Agreement shall be subject to the absolute and primary right of the Village to protect the public health safety and welfare. The Village Manager may, in the Manager's sole discretion, order changes to the conduct of the Special Commercial Event, including but not limited to the immediately cessation of business, and removal of any or all equipment and facilities from the public right of way. In addition, the Village Manager may suspend or revoke any license issued under this Section in the event it is determined that the Licensee has failed or refused to truthfully complete the application, or if the Licensee has failed or refused to comply with the regulations of this Section, the license agreement or with other applicable law.
- 3.10. Licensee shall be subject to all rules, restrictions and directions established by the Village Manager related to the Special Commercial Event. The Village Manager may delegate any duty or power set forth in this section, including but not limited to, the conduct of the informal hearing and issuance of any final order, to such person as the Village Manager may designate.
- 3.11. The Village shall have the right to remove or cause the removal of any equipment, structure or other facility of the licensee, and/or restoration of the right of way, in the event such items are not promptly and properly removed by the licensee and/or the right of way restored, pursuant to this Section, the license agreement or a lawful order of the Village Manager. In such event, the Village, at its discretion, may store, sell or otherwise dispose of such items as it deems appropriate. The licensee shall promptly reimburse the Village for all expenses in removing storage or disposal of such items and restoring the right of way.
- 3.12. Licensee shall comply with, and be subject to, the following special conditions:
 - a. Depending upon the nature and complexity the event and as determined by the Chief of Police, the Licensee may be required obtain Downers Grove Police Department personnel to serve as security for the Special Commercial Event. The Licensee shall be required to pay any and all costs associated with the security detail.
 - b. Depending upon the nature and complexity the event and as determined by the Public Works Director, the Licensee shall be required to pay any and all costs associated with Village personnel involved in the set up, breakdown or aid

rendered to the Licensee during the course of the event which will ensure adequate traffic and pedestrian flow.

- c. Depending upon the nature of the event, the Licensee may be required to obtain approval from the DuPage County Health Department. Any vendor selling any food or beverage products will be required to obtain permission from the Health Department, as well as any applicable permits from the Village.
- d. Licensee shall not interfere with pedestrian or vehicular traffic, or reduce the open, unobstructed portion of the public sidewalk to less than five (5) feet *with the exception of those areas designated on the Hospitality Sunday and Holiday Parade Route Map/Operation Plan.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.

LICENSEE:

By: _____

Title: _____

Attest: _____

LICENSOR:

Village of Downers Grove

By: _____
Village Manager

Attest: _____
Village Clerk



Village of Downers Grove
Special Commercial Events License Application

Hospitality
Sunday +
Parade
2008

DATE: 2/28/08

Application is hereby made to the Village of Downers Grove for issuance of a Special Commercial Events License, pursuant to the ordinances of the Village and laws of the State of Illinois. In support of said application the following is submitted:

1. Name of Applicant Downers Grove Downtown Management
Address 933A Curtiss St.
City Downers Grove State IL Zip 60515 Phone No. 630-725-0991
2. Doing Business As (Name) None
3. Name of Manager Linda Kunze
Address 933A Curtiss St.
City Downers Grove State IL Zip 60515 Phone No. 630-725-0991

4. In addition to this application form the following shall be submitted:

- \$ **Site Plan** - This shall be drawn to scale, and with sufficient detail to depict the proposed special commercial event. This should include, but is not limited to, the location and area surrounding proposed special commercial event as well as the location and dimension of the special commercial event in relation to the adjacent street and sidewalk and showing the location of ingress, egress, tables, decorations, furnishings, equipment, removable perimeter barriers, the total square footage to be occupied by the special commercial event and the maximum seating capacity.
- \$ **Operation Plan** - This shall describe the proposed Special Commercial Event in detail. This should include, but is not limited to, the dates, days and hours of operation, liquor service, staff, security, maintenance personnel and proposed menu, and such other items as may be appropriate.
- \$ **Application Fee (\$150.00)**

5. Applicant understands and agrees that additional information and material may be required during the processing of this application related to this application, the information provided herein, including attachments. Applicant agrees to provide such additional information and material and that failure to do so may delay the processing of this application or result in its denial. In the event Applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete, Applicant agrees to immediately notify the Village and provide appropriate corrections. Applicant understands and agrees to provide such additional information and material, and that failure to do so may delay the processing of this application or result in its denial.

6. Applicant understands and agrees that issuance of any license is within the sole discretion of the Village Council and on such terms as the Council may direct.

THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:

- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.
- B. THAT THE UNDERSIGNED HAS REVIEWED THIS APPLICATION AND ALL ATTACHMENTS AND SUBMITTALS, AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.
- C. THAT THE UNDERSIGNED HAS REVIEWED AND SHALL COMPLY WITH THE PROVISIONS OF THE DOWNERS GROVE MUNICIPAL CODE AS IT RELATES TO SPECIAL COMMERCIAL EVENTS.

APPLICANT: DG Downtown Management

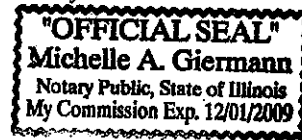
BY: Heida Kuzge

PRINT NAME: Heida Kuzge

TITLE: Downtown Manager

Subscribed and sworn to before me
this 3 day of March, 2008.

Michelle Giermann
Notary Public



* * * * *

For Office Use Only

\$ _____ application fee \$ _____ inspection fee \$ _____ re-inspection fee

\$ _____ license fee \$ _____ Letter of Credit issued by _____ \$ _____ Security Deposit

Insurance Carrier _____ /Liability limits _____ License Term _____

Celebrating tradition and progress...

DOWNERS GROVE *Downtown*



The official website of Downtown Downers Grove • DG Downtown Management • 1015 Curtiss Street • 630-725-0991

Home

Shopping, Dining and Services

Downtown Event Calendar

Downtown Gift Certificates

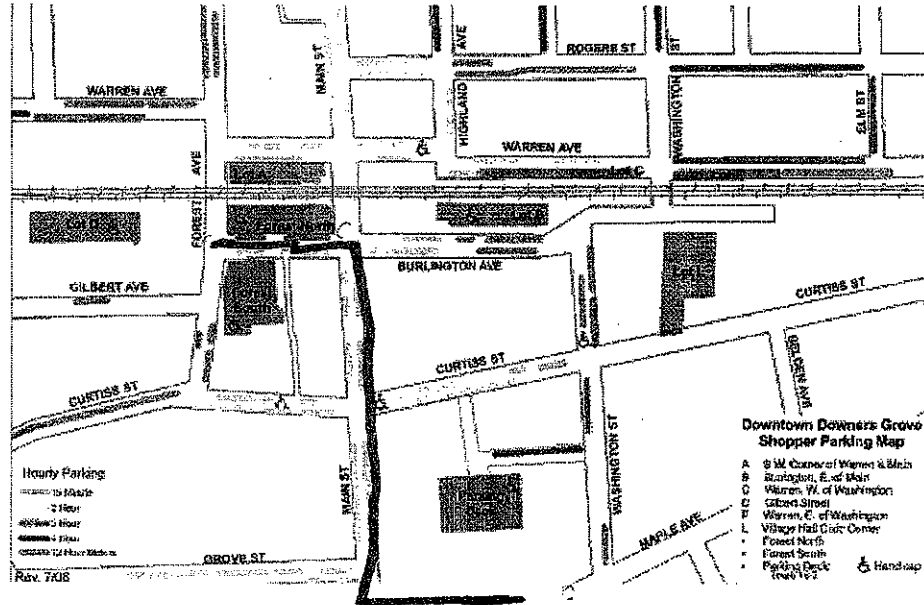
Business Opportunities

Map

Shopper Parking

Train Schedule

Contact Us



[Download a printable version of this map here.](#)

Other Resources:
[Parking Deck Brochure.pdf](#)

Hospitality Sunday and Holiday Parade 2008

Site Plan – I have attached a map showing the route of this parade. The parade is staged at the Lincoln Center on Maple Avenue in the parking lot. No cars are allowed in this area. Floats and vehicles are staged along Maple Avenue between Washington Street and Main Street. I have five volunteers that organize the groups. At 1:00 p.m. the parade begins going west to Main, north on Main Street to Burlington Avenue and turning west to Forest. The parade has been disbanded in the former TCF bank property. Since this is under new ownership, I will make contact with the new owner and get permission to have the walkers disband in this area.

Operation Plan – As in years past, the Hospitality Day will take place the Sunday after Thanksgiving (November 30th). The day begins at 1:00 p.m. with the Holiday Parade. The parade usually has approximately 28 groups participating not including the girl scouts, boy scouts, Indian guides, etc. Every year the Police Department and Fire Department start off the parade followed by the bands, floats, etc. After the parade the Downtown Merchants offer refreshments, free holiday gift wrapping and special sales. Downtown Management will sponsor complimentary horse-drawn carriage rides. The carriage rides will begin at 1028 Curtiss Street and proceed east on Curtiss to Mochel Drive or Washington turning north to Burlington and going east to Forest and south to Curtiss. At 4:00 p.m. the Village Tree-Lighting Ceremony and Caroling takes place. Downtown Management also sponsors the Canterbury Carolers, Frosty the Snowman and the Merry Marchers to entertain the shoppers and add to the ambiance of the day. We also work with the DG Reporter on a contest for 4 -6 children to ride with Santa in his sleigh. We host a breakfast for the children and their family along with a private visit with Santa and a gift. Complementary pictures and visits with Santa and Mrs. Claus will be offered at Santa's House located at the southeast corner of Main & Curtiss from 1:30p.m. until 4:00 p.m.

Downtown Management would like to request the following help:

- A police officer at Main and Maple directing traffic and making sure cars do not turn east on Maple Avenue. Maple Avenue, between Main and Washington should be closed at 12:00 p.m.
- A police officer and barricades are requested at Maple and Washington. Parents will be dropping off children and that is the entrance for floats and cars. Starting time is 12:00 p.m. Also, a barricade should be placed in front of the south entrance to the Baptist Church parking lot.
- We would like to request an officer at the Randall Street entrance to Lincoln Center to help direct the Church traffic out and not allow anyone to park in the Lincoln Center lot after traffic is removed. Starting time is 12:00 p.m.
- Another location that an officer would be very helpful is the intersection at Burlington

and Forest to direct the parade walkers into the former TCF parking lot (with the permission the new owner).

-As part of the Hospitality Day festivities, the Downtown Management Corporation is offering horse-drawn carriage and sleigh rides free to the public. To facilitate boarding the carriage safely, we are asking to have signs placed stating "No parking between 11:00 a.m. – 4:00 p.m." on the north side of Curtiss Street, west of Main Street in front of 1028 Curtiss Street. Please place these signs on barricades to eliminate the chance of someone being parked before the carriage begins boarding. The carriage rides will run from 1:30 p.m. to 4:00 p.m.

-We would also like to request "No parking signs between 11:00 a.m. and 2:00 p.m. on Main Street between Maple Avenue and Burlington Avenue and on Burlington Avenue west of Main Street to Forest Avenue.

As always, we appreciate the help of Village staff to make this a community event and bringing thousands of visitors to Downers Grove. We are one of the few communities in the Western Suburbs to host a holiday parade and with Village staff's help this event runs smoothly and safely.

Downtown Management is a not for profit corporation and would ask that the application fee be waived. We have received a grant from the Community Grants Commission in the amount of \$3500. Downtown Management has budgeted \$6000 to add to the cost of bands, entertainment, carriage rides, characters in the parade and publicity. We work together with the Community Events Department on this celebration to encourage residents and visitors to stay for the Tree Lighting and Caroling ceremony. Downtown Management covers the cost of advertising for both events. Downtown management would like to request that the application fee be waived I have attached a copy of our finances from the 2007 holiday parade.

If you need any further information, please contact me at 725-0991.

Linda Kunze, Downtown Manager
DG Management Corporation
933A Curtiss Street
Downers Grove, IL 60515
www.downtowndg.org

Downers Grove Downtown Management Corporation
Profit & Loss Detail
 May 1, 2007 through March 3, 2008

03/03/08

Type	Date	Num	Name	Memo	Amount	Balance
Ordinary Income/Expense						
Income						
Grants						
Deposit	2/19/2008			Hospitality Sunday	3,000.00	3,000.00
Total Grants					3,000.00	3,000.00
Total Income					3,000.00	3,000.00
Expense						
Program Service Expense						
Advertising - Print						
Check	10/29/2007	4878	ML Photography	Hospitality Sunday	350.00	350.00
Check	11/20/2007	5919	ML Photography	Hospitality Sunday	100.00	450.00
Check	11/20/2007	5920	Maximum Printing ...	Hospitality Sunday	50.00	500.00
Check	11/20/2007	5921	West Suburban Liv...	Hospitality Sunday	889.00	1,389.00
Check	12/10/2007	5968	American Marketin...	Hospitality Sunday	600.00	1,989.00
Check	12/10/2007	5973	Suburban Chicago ...	Hospitality Sunday	503.00	2,492.00
Check	12/10/2007	5974	Liberty Suburban C...	Hospitality Sunday	1,523.35	4,015.35
Total Advertising - Print					4,015.35	4,015.35
Promotional Events						
Bill	5/1/2007		Forest View	Hospitality Sunday/Sant...	500.00	500.00
Check	11/6/2007	4893	Those Funny Little ...	Hospitality Sunday/Sant...	220.00	720.00
Check	11/21/2007	5925	My Favorite Toy St...	Hospitality Sunday	84.03	804.03
Check	11/24/2007	5928	Canterbury Carolers	Hospitality Sunday	475.00	1,279.03
Check	11/24/2007	5930	Tom Boyd	Hospitality Sunday	400.00	1,679.03
Check	11/24/2007	5931	Medinah Temple-C...	Hospitality Sunday	300.00	1,979.03
Check	11/24/2007	5932	Those Funny Little ...	Hospitality Sunday	220.00	2,199.03
Check	11/24/2007	5933	Forest View	Hospitality Sunday	575.00	2,774.03
Check	11/24/2007	5934	Bob Weber	Hospitality Sunday	100.00	2,874.03
Check	11/24/2007	5929	Merry Marchers	Hospitality Sunday	550.00	3,424.03
Check	11/25/2007	5935	Proviso East Drill	Hospitality Sunday	125.00	3,549.03
Check	11/25/2007	5936	Proviso East High ...	Hospitality Sunday	450.00	3,999.03
Check	11/30/2007	5943	Diane Goyett	Hospitality Sunday Parade	80.00	4,079.03
Check	12/20/2007	P122...	Petty Cash	Hospitality Sunday	56.07	4,135.10
Check	12/21/2007	5987	Roger Steele	Hospitality Sunday, Sant...	800.00	4,935.10
Check	12/27/2007	5988	Art Howells	Hospitality Sunday, Sant...	240.00	5,175.10
Total Promotional Events					5,175.10	5,175.10
Total Program Service Expense					9,190.45	9,190.45
Total Expense					9,190.45	9,190.45
Net Ordinary Income					-6,190.45	-6,190.45
Net Income					-6,190.45	-6,190.45

Administrative Fees		
Police Officer	\$30.32	EDEN QBE PD - min, med = \$63,065.60, max
Sergeant	\$41.26	EDEN QBE - 12 sergeants
Public Works Public Service Specialist	\$19.78	Average of - 4 Public Works Specialists
Public Works Maintenance Worker II	\$26.50	Average of - 10 Maintenance Workers II
Public Works Maintenance Worker I	\$20.35	Average of -16 Maintenance Workers I
PSRT Coordinator	\$28.03	
Public Works Manager	\$36.10	EDEN QBE - 4 PW managers
Fringe Benefits Non- Police Reg. Time		(0.145 X hr.rate for Medicare) +(.062 X hr. rate for Social Sec) + (.1234 X hr. rate for IMRF) +[\$56.39(family dental) +\$7.29(family vision)+\$44.39(Life Ins) +\$580.32(medhigh deductible health)] X12months/2080hrs X Hourly Rate =
Fringe Benefits Police Reg. Time	\$10.28	(0.145 X hr.rate for Medicare)+ (.063 for Pension) +[\$56.39(family dental) +\$7.29(family vision)+\$44.39(Life Ins) +\$580.32(medhigh deductible health)] X12months/2080hrs =
Fringe Benefit Rate Non-Police OT		\$30.32/hr (.145)(.063) +3.97 Hourly Rate (1.5) X .062=
Fringe Benefit Rate Sergeant Reg. Time	\$9.95	(0.145 X hr.rate for Medicare) +[\$56.39(family dental) +\$7.29(family vision)+\$44.39(Life Ins) +\$580.32(medhigh deductible health)] X12months/2080hrs = .145 X\$41.26/hr +3.97
Police Vehicle	\$8	Figure provided by Naperville Public Works for a Crown Victoria police car based on 10,000 hrs life expectancy
Police Vehicle - Standby hourly rate	\$4	\$8/hr X .50
		Daily rate
Signs, Construction	\$1.70	
Barricade Rental (Type 1)	\$1.00	
Barricade Rental (Type 1/W Flasher)	\$1.20	
Barricade Rental (Type III)	\$2.35	
French Barricade	\$1.60	
No Parking Signs on Lathe	\$2.10	
Garbage Cans (per can)	\$1.00	
60 amp Elec Dist Box per box	\$10.00	
Electrical Cable Rental (per foot)	\$0.10	
Cable Ramp Rental (per section)	\$5.00	
Stage Rental	\$1,200	
Portable Message Center	\$195.60	
Bench Rental	\$20	Park District rate for picnic bench
Parking Facilities Rental	.01 sq. ft. per day	\$12,426,922.54(Construction costs of the deck) \$3,466,606 (land purchase)/50 years life + Interest of \$4,864,470/15 year bond/+ \$100,000 annual cost of electricity/365 days/(259,930 total sq.ft-52,000 sq.ft.not usable) = .010 sq.ft per day only 5,535 sq
Air Compressor	\$5.09	IDOT Rate
Arrow Board	\$2.05	IDOT Rate
Backhoe	\$75.83	IDOT Rate
Bobcat	\$36.08	IDOT Rate
Bucket Truck	\$42.98	IDOT Rate
Compactor	\$1.00	IDOT Rate
Compressor Tools	\$2.70/tool	IDOT Rate
Concrete Mixer	\$10.68	IDOT Rate
Front End Loader	\$93.33	IDOT Rate
Generator	\$9.43	IDOT Rate
Hydro Seeder	\$12.35	Exclusive of Material IDOT Rate
Pavement Breaker	\$30.90	IDOT Rate
Pavement Grinder	\$55.36	IDOT Rate
Paver	\$26.39	IDOT Rate
Pump, 3-inch	\$4.67	IDOT Rate
Roller	\$17.85	IDOT Rate
Service Truck	\$17.98	IDOT Rate
1-Ton Dump Truck	\$17.98	IDOT Rate
5-Ton Dump Truck	\$28.98	IDOT Rate
10-Ton Dump Truck	\$31.98	IDOT Rate
Sweeper	\$115.00	IDOT Rate
Walk behind saw	\$6.72	IDOT Rate
Portable Message Center	\$195.60	IDOT Rate