

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A SPECIAL COMMERCIAL EVENT
LICENSE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND THE
DOWNERS GROVE DOWNTOWN MANAGEMENT CORPORATION
(FINE ARTS FESTIVAL)**

WHEREAS, application has been made for a Special Commercial Event sponsored by the Downers Grove Downtown Management Corporation; and

WHEREAS, a portion of this special event will be conducted on public property located in the Downtown Business District; and

WHEREAS, application has been made for a license agreement to permit the conduct of the Downers Grove Downtown Management Corporation Special Commercial Event on a portion of the parcels 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 a Special Commercial Event be and is hereby approved.

SECTION 2. That the Village Manager and staff are directed to invoice the Downers Grove Downtown Management Corporation for the actual cost of Village employees and equipment used for the preparation and execution of the Fine Arts Festival, including but not limited to community events, police and public works services.

SECTION 3. 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 Fine Arts Festival,

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.

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

FINE ARTS
Festival
2008



**Village of Downers Grove
Special Commercial Events License Application**

DATE: 2/29/08

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 933 A CURTISS STREET
City DOWNERS GROVE State IL Zip 60515 Phone No. 630-725-0991

2. Doing Business As (Name) SAME

3. Name of Manager LINDA KUNZE
Address 933 A 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.

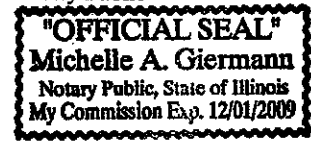
6. Applicant understands and agrees that issuance of any license is within the sole discretion of the Village Council and on such terms as the Council may direct.

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: Linda Kunze
 PRINT NAME: LINDA KUNZE
 TITLE: Downtown Manager

Subscribed and sworn to before me
 this 3 day of March, 2008.
Michelle A. Giermann
 Notary Public



* * * * *

For Office Use Only

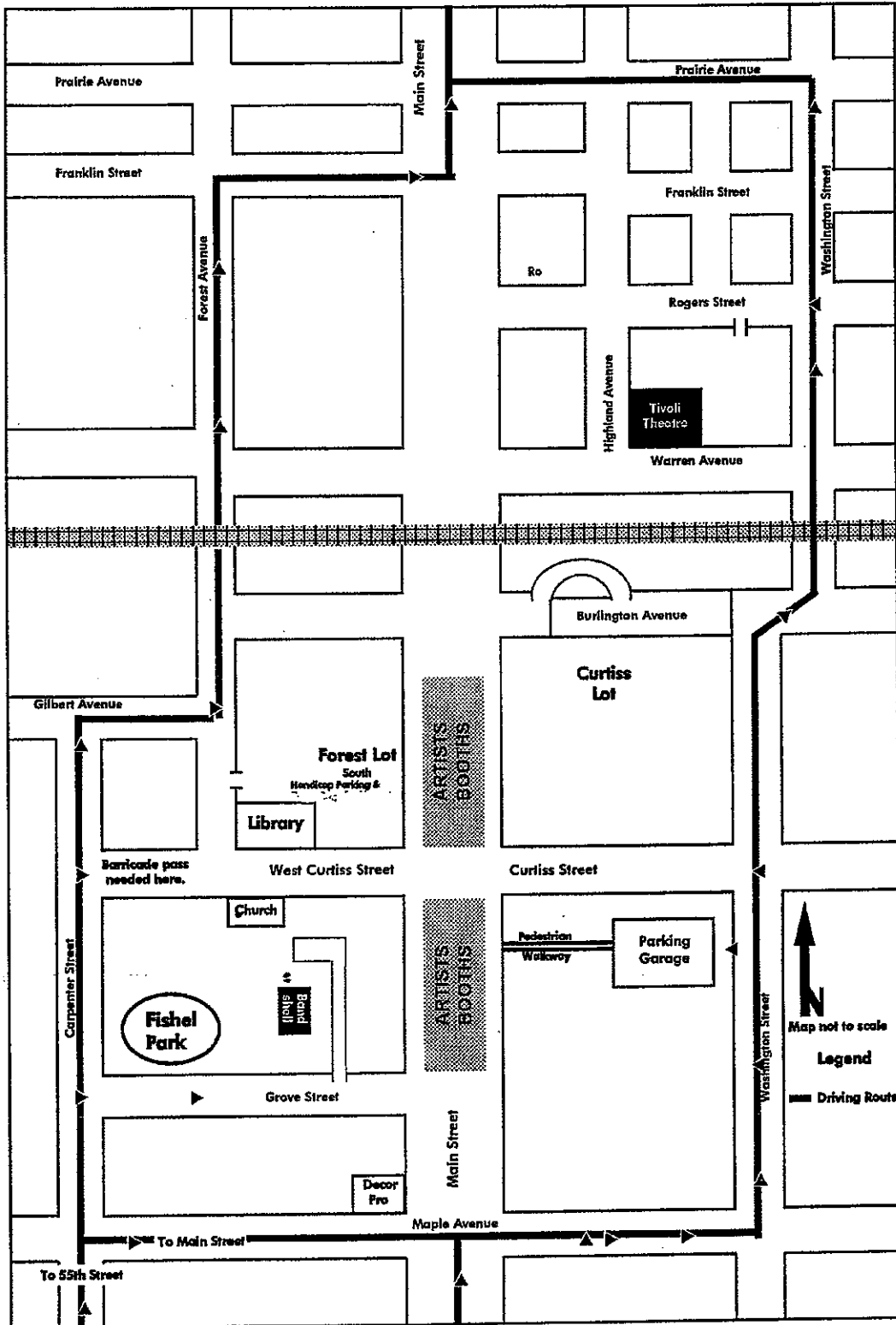
\$ _____ application fee \$ _____ inspection fee \$ _____ re-inspection fee

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

Insurance Carrier _____ /Liability limits _____ License Term _____

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Fine Arts Festival



Note to performers: * Parking is available in the Parking Garage.

February 29, 2008

**SPECIAL COMMERCIAL EVENTS LICENSE APPLICATION
2008 FINE ARTS FESTIVAL**

Site Plan: Area map attached

Operation Plan: The 32st Annual Fine Arts Festival is scheduled for Saturday and Sunday, September 13th and 14th, 2008. The hours of operation will be from 10:00 a.m. to 5:00 p.m. on both days. We are asking that this festival be held on Main Street between Burlington Street and Grove Street with Curtiss Street, Grove Street and Burlington Streets remaining open with the first booths placed back to back south of the U. S. Bank's drive thru. The Downers Grove Public Library's annual "Story Book Character Parade" will also take place on Saturday at 11:00 a.m. The parade route begins on Burlington Street going east to Main Street and south to Grove Street going west to Fishel Park.

The Fine Arts Festival is a juried show featuring a wide range of fine arts including paintings (watercolor, oil and acrylic), photography, mixed media, sculpture, drawing, jewelry, furniture etc.

We hosted 88 artist in 2007 and have mailed out 600 requests for application this year. Every artist brings their own display and tent. The booth size is 10' x 10'. Cash awards are given based on "Total Board" exhibit. A \$500 Best of the Show will be awarded along with two \$100 awards of Excellence. The show will be monitored by the Downtown Management staff in an informational tent which would be located on the southeast side of Main & Curtiss for the duration of the Festival.

As in years past, we would like to request some help from the Village Staff. We are trying to make this show safe and as self-sufficient as possible and do not plan to have concessions on the street or entertainment. We will use the new sound system for soft classical music throughout the day. Outlined below are several areas that we are requesting help with:

- Fine Arts Festival banners to be placed on light poles and Train Station the last week of August.
- Please close streets on Saturday morning at 5:00 a.m.
- Place twenty benches throughout the downtown.
- Extra garbage receptacles and lids may be helpful and need to be emptied daily.
- Please leave the train station washrooms open for both days.
- Place traffic signal at Main & Curtiss to flashing mode.
- We would like to request an Auxiliary Officer at Main & Curtiss to stop traffic and allow pedestrians to cross the street.

General Requests

We would like to request that the application fee be waived. We are in the process

of working on our 2008 budget and would request an estimated amount of what the Village will be charging us for staff help. We did not apply for a grant for The Fine Arts Festival for 2008, trying to make this event self sufficient.

If there is any further information that you need, please contact: Linda Kunze, Downtown Manager, 725-0991.

Downers Grove Downtown Management would like to request the application fee be waived. Thank you for your consideration.

Administrative Fees

Special Use Fees	Hourly Rate	Calculation
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 = \$30.32/hr (.145)(.063) +3.97
Fringe Benefit Rate Non-Police OT		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
	<i>Daily rate</i>	
Signs, Construction	\$1.70	
Barricade Rental (Type 1)	\$1.00	
Barricade Rental (Type I/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	
80 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
Special Use Fees	Hourly Rate	Calculation
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

Types of Events										
2-Maintenance Workers Set-up, Clean-up, booth marking & garbage	Benefits PW	4-Maintenance Workers @ 15 hrs OT	Benefits for PW	Officers	Police Vehicle	2-Service Trucks @ 12 hrs	Barricade Rental	1 case of 55 gallon garbage bags & 20 garbage cans	2-portable message centers @ 4 days	Rental of 20 benches
\$23,43(2) X 3 hrs = \$140.58	\$11.7(2) X 3 hrs = \$70.26	\$23,43(1.5) X 15 hrs = \$527.18	\$23,43(1.5) X 15 hours X .062 = \$32.68	16hrs OT	1-Squad @ 18 hrs	\$17,98(2) X 12 hrs = \$431.52	8- Type III, 26'-Type I flasher, 17 signs, 24 french barricades	\$32 + 20 = \$52	\$195.60(2) X 4 days = \$1,564.80	\$20(20) = \$400
				30.32(1.5) X 16 hrs = \$727.68	\$8+ \$8(.50) X 18 hrs = \$63		\$2,35 (8) + \$1,20 (28) + \$1,70(17) \$1,60 (24) = \$119.70			
TOTALS										\$4,134.45