

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
AUGUST 12, 2008 AGENDA

| SUBJECT: | TYPE: | SUBMITTED BY: |
|--|--|---|
| 2009 National Ice Carving Championship | ✓ Resolution Ordinance ✓ Motion Discussion Only | Mary Scalzetti Community Events Director |

SYNOPSIS

A resolution has been prepared authorizing the Village Manager to execute an extension of the 2007 National Ice Carving Association (NICA) agreement, via the Right of First Refusal, with NICA to host the 2009 National Championship on February 6, 7 and 8, 2009. A motion is requested to authorize the expenditure of a not-to-exceed amount of \$60,000 for the Village Ice Sculpture Festival to be included in the FY09 Municipal Budget.

STRATEGIC PLAN ALIGNMENT

Downers Grove Vision 2022 identified the principles of an *Authentic Downtown and Hometown Feeling* with the supporting means of: *Vibrant Community Focal Point for Bringing Residents and Guests together; Destination for Eating and Entertainment Both Indoor and outdoor and Strong Community Events Bringing Residents and Generations Together.*

FISCAL IMPACT

Staff is proposing to include \$16,000 in the FY09 Municipal Budget for the Village Ice Sculpture Festival. If the proposed resolution is approved, an additional \$44,000 will be required to meet the standards at set by NICA in order to conduct a NICA sanctioned event. By approving the proposed resolution and motion, the Village Council will be authorizing \$60,000 to be included in the FY09 Municipal Budget for the Ice Sculpture Festival in February 2009.

RECOMMENDATION

Approval on the August 19, 2008 consent agenda.

BACKGROUND

On November 21, 2006, the Village entered into a contract with NICA for the 2007 Ice Sculpture Festival. In 2007, the Village was the host community for the National Ice Carving Championship competition as part of the 10th Annual Downers Grove Ice Sculpture Festival. The competition portion of the Village Ice Sculpture Festival is a NICA sanctioned event and was added as an enhancement of the annual festival for the 175th Anniversary Celebration. The Village again hosted the National Championships in 2008.

Over the past two years the National Ice Carving Championship event has brought added recognition to the Village with an average of 35 competitive carvers yearly. There were noticeably more weekend attendees and visitors to the Village.

In order to promote the event properly NICA is requesting a response to the extension of the agreement via the Right of First Refusal letter. At its July 17, 2008 meeting, the Community Events Commission recommended the Village Council approve this event.

ATTACHMENTS

Resolution
 NICA Right of First Refusal Letter

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN ADDENDUM TO AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND THE NATIONAL ICE CARVING ASSOCIATION**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the National Ice Carving Association ("NICA"), for the Village to serve as host of the 2009 National Ice Carving Championships, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

**SECOND ADDENDUM TO AN AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE
AND THE NATIONAL ICE CARVING ASSOCIATION**

THIS SECOND ADDENDUM dated this ____ day of _____, 2008, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as "Host"), and the National Ice Carving Association (hereinafter referred to as "NICA"), in consideration of the following mutual covenants, terms and agreements, hereby agree to amend and extend the Agreement for Hosting the 2007 National Ice Carving Championship between the Village of Downers Grove and NICA Financial ("Agreement"), dated October 25, 2006, as follows:

1. All terms and conditions of the October 25, 2006 Agreement and Exhibits attached thereto shall continue in full force and effect; except as provided below:
 - a. Throughout the Agreement, all references to the year of the event shall be amended to "2009".
 - b. Date(s) referenced in Paragraph 3(a)(b) of the Agreement shall be extended to February 9, 2009.
 - c. Date(s) referenced on Exhibit A shall be February 6, 7, 8, 2009.
 - d. Total Fees contained in the Financial Paragraph of Exhibit A shall not exceed \$44,000.00.
 - e. The Schedule of Payments and Due Dates in the Financial Paragraph of Exhibit A are hereby stricken in their entirety.
 - f. That the Agreement shall be extended through February 9, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Second Addendum to be executed as of the day and year first specified above.

VILLAGE OF DOWNERS GROVE

NATIONAL ICE CARVING ASSOCIATION

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____

**ADDENDUM TO AN AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE
AND THE NATIONAL ICE CARVING ASSOCIATION**

THIS ADDENDUM dated this 22nd day of August, 2007, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as "Host"), and the National Ice Carving Association (hereinafter referred to as "NICA"), in consideration of the following mutual covenants, terms and agreements, hereby agree to amend and extend the Agreement for Hosting the 2007 National Ice Carving Championship between the Village of Downers Grove and NICA Financial ("Agreement"), dated October 25, 2006, as follows:

- 1. All terms and conditions of the October 25, 2006 Agreement and Exhibits attached thereto shall continue in full force and effect; except as provided below:
 - a. Throughout the Agreement, all references to the "2007" event shall be amended to "2008".
 - b. Date(s) referenced in Paragraph 3(a)(b) of the Agreement shall be extended to February 11, 2008.
 - c. Date(s) referenced on Exhibit A shall be February 8, 9, 10, 2008.
 - d. Total Fees contained in the Financial Paragraph of Exhibit A shall not exceed \$55,000.00.
 - e. The Schedule of Payments and Due Dates in the Financial Paragraph of Exhibit A is hereby stricken in its entirety.
 - f. That the Agreement shall be extended through February 11, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year first specified above.

VILLAGE OF DOWNERS GROVE
BY: *Curt J. Paul*

NATIONAL ICE CARVING ASSOCIATION
BY: *[Signature]*

ATTEST: *April H. [Signature]*

ATTEST: _____

DATE: August 22, 2007

DATE: 8-17-07

Hwp81agr.07\IceCarvo-add



RESOLUTION NO. 2006-104

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND THE NATIONAL ICE CARVING ASSOCIATION**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the National Ice Carving Association ("NICA"), for the Village to serve as host of the 2007 National Ice Carving Championships, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

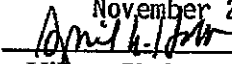
3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.



Mayor

Passed: November 21, 2006
Attest: 

Village Clerk

**AGREEMENT FOR HOSTING THE
2007 NATIONAL ICE CARVING CHAMPIONSHIP**

WITNESSETH;

THIS AGREEMENT, made this 25th day of October 2006, by the National Ice Carving Association and the Village of Downers Grove in Downers Grove, Illinois;

WHEREAS: The National Ice Carving Championship is mandated in the National Ice Carving Association (NICA) bylaws as stated in Article II, Section 2 - "Selection of National Champion".

WHEREAS: The selection of a host for the National Ice Carving Championship is given to the Board of Directors in Article VI, Section 8.6 of the bylaws.

NOW, THEREFORE, The Village of Downers Grove (hereinafter called the "Host") has been selected by the NICA Board of Directors to host the "2007 National Ice Carving Championship" (hereinafter called the "event"). The parties hereby mutually agree as follows:

1. RESPONSIBILITIES OF THE HOST:

- a. The Host is responsible for complying with the "2007 National Ice Carving Championship Contract" including the revisions made by the NICA Board of Directors. (Hereinafter called "Exhibit A").
- b. The Host is required to fund all costs associated with the Event. The budget to control event costs will be comprised of two parts: NICA required costs and operation costs.
 1. NICA will work with the Host to ensure the NICA required costs are fulfilled and kept within the budget parameters defined in Exhibit A.
 2. The operations costs are defined as all other costs associated with the production of the Event. The operations costs are the further responsibility of the Host. The operations costs are controlled between the Host and their respective production agent(s). The Host can define any limitations on the operations costs as long as the operations requirements defined in Exhibit A are fulfilled.
- c. The Host responsibilities regarding event management, prizes, awards, medals, staffing, or any other item regarding the event is limited to the items as stated in Exhibit A or in coordination with a NICA representative..

2. RESPONSIBILITIES OF NICA:

- a. NICA is responsible for assuring compliance with Exhibit A.
- b. All marketing, public relations, advertising, and sales activities are required to be approved by NICA prior to their implementation by both the Host and the Event sponsors.
- c. NICA is required to coordinate, supervise, and approve all aspects of the Event. This includes, but is not limited to, the following:
 - 1. Plan and coordinate the schedule of events with the Host.
 - 2. Recruit, schedule and supervise the Event competitors.
 - 3. Administer the judging of the competition under NICA rules and judging guidelines.
 - 4. Recruit and coordinate NICA certified judges.
 - 5. Coordinate the awards ceremony with the Host.

3. USE OF EVENT NAME AND NICA LOGO:

- a. The Host is granted the right to use the term "2007 National Ice Carving Championship" and the NICA logo in it's marketing, public relations, sales / advertising materials and activities, until February 12, 2007 or until 1 day after conclusion of event, whichever is first.
- b. Any and all usage's of the term / logo indicated above and all inferred connections, relationships, alliances, etc. during the entire duration of this agreement (ending 2/12/2007) are required to be submitted by the Host to NICA for approval.

INSERTION

EXHIBIT A

"2007 NATIONAL ICE CARVING CHAMPIONSHIP BID"

DATE(S): February 10, & 11, 2007

SITE: Village of Downers Grove, Illinois
site to be determined

CARVING AREAS: 30 carving areas available in close proximity to each other. Each area should be, approximately, 16' x 20' in area and contain 2 separate display pedestals of 4' x 4' x 3/4" thick painted plywood. Each pedestal will be raised on firm supports between 8" and 16" high. The carving areas will be covered or shielded from the sun with a roof, tent, or have a northern exposure with a structure or building completely shielding all carving areas from the sun. Each carving area will have access (within 50 feet) to a separate 30 amp electrical outlet. Each carving area will have a worktable with a surface area of at least 6' x 18" minimum. The carving areas will be safely secured from spectators by decorative rope or fencing. Running water must be accessible within 100 yards of the carving area. Each carving area must be on a firm and level surface.

CARVING ICE: Each carver will receive 3 blocks of ice on Saturday and 2 block on Sunday. The ice will be delivered to the carving between 30 and 90 minutes (depending on the temperature) prior to the assigned carving times. Each block must be at least 40" x 20" x 10" of usable carving ice. The ice must be 100% crystal clear core less ice, equivalent to Clinebell blocks or horizontally manufactured crystal clear ice. At least 10% extra ice is necessary to ensure quality and quantity. A freezer trailer will also be needed to store the ice in, along with a forklift to remove the ice from the trailer, and to set the ice in place. Also a pallet jack will be required to move the pallets of ice around inside the trailer.

SUPPORT: At least four laborers will be available throughout the event for moving of ice blocks; clearing of scrap ice and debris; and other labor tasks as necessary. A certified electrician will be present to handle any electrical problems should they occur. A public address system will be available and operable throughout the event. Emergency medical support for carvers and the public must be available. Alternatively, local officials can approve a thoroughly defined emergency medical plan. Four to six portable radios should be available for the Event and NICA officials.

FACILITIES: A heated meeting room for NICA officials and judges within 100 yards of the carving area. The meeting room must have electrical outlets, a conference table, and chairs for 8 - 10 people. Access to a computer and printer (with printer software) and Microsoft Excel or a separate space to set up a computer and printer. Restroom and warming facilities for the carvers must be conveniently located.

AMENITIES: Meeting space for both days (Friday and Saturday) must be supplied for the carvers, helpers, and Event officials (approximately 65 - 100). Luncheon food must be available for the carvers, helpers and Event officials, for both days. A Sunday Awards Reception is required. Reduced lodging rates nearby for carvers and their families is desirable.

FINANCIAL: In addition to the requirements otherwise stated, the Host must meet the following financial obligations and schedule of payments.

| SCHEDULE OF PAYMENTS | | DUE DATES |
|-----------------------|-------------------------------|---|
| Sanction fee | \$ 1,500.00 | 11-15-2006 (Non-refundable) |
| Event Management Fee | \$ 1,500.00 | 11-15-2006 (Non-refundable) |
| Prize Money* | \$20,000.00 | 10 days before the event** |
| Judges fees | \$ 2,400.00 | 1-10-2007 |
| Medals and Trophies | \$ 2,400.00 | 1-10-2007 |
| Travel/Lodging/Meal** | \$ 4,500.00 \$1500 | 12-26-2006 <i>IF JUDGES ROOMS ARE COMPED.</i> |
| Ice and delivery | \$ 7,500.00 | 1-10-2007 |
| Total Fees | \$41,300.00 | |

NICA WILL HANDLE ALL ABOVE LISTED ARRANGEMENTS.
 PRIZE MONEY CHECKS MAY ALSO BE WRITTEN BY THE VILLAGE OF DOWNERS GROVE IF THEY NOTIFY NICA THIRTY DAYS IN ADVANCE.

** Travel, lodging, and meal expenses for NICA Officials are estimated. Actual cost may vary depending upon availability of donations or sponsorships of participating businesses such as hotels, airlines, restaurants, etc. If the Host secures a discount and/or sponsor for this, the amount shall be adjusted accordingly.

BINDING: This Agreement shall inure to and bind the successors, assigns and representatives of the parties, providing, however, this Agreement may not be assigned without the prior written consent of NICA.

AMENDMENTS: This Agreement may be amended only by a written instrument signed by the parties hereto.

LEGAL FEES: In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that each party to such action shall pay its own court costs, attorney's fees, and expenses incurred by any such action.

HEADINGS: The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

Date: October 25, 2006

Signature: 

Alice C. Connelly, Executive Director
National Ice Carving Association
P.O. Box 3593
Oak Brook, IL 60522-3593

Date: 12/4/06

Signature: 

Village Manager



Mary

RECEIVED MAY 02 2008

March 28, 2008

Ms. Cara Pavlicek
Village Manager
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515-4776

Dear Ms. Pavlicek:

Thank you again for hosting the years National Ice Carving Championship again. As usual all of the Village employees did and outstanding job with the preparation and set up of the event and final clean-up. The new location on the street was well received by both the spectators and sculptors. Leaving some of the sculptures up also brought more traffic through the area. You had a really good turn on Saturday but the cold kept some of the people away on Sunday.

The Village of Downers Grove is always welcoming and hospitable to the National Ice Carving Association and all of the sculptors. The awards dinner on Sunday was really nice at Emmett's Ale House too.

We would like to extend you an opportunity to host the event again next year. We are offering the Village of Downers Grove the right of first refusal for the 2009 Championship event. Please sign below and return a copy of this letter to me by June 15, 2008 with the Village of Downers Grove's intent to host the event again next year.

If you have any questions or suggestions on how we can make next years competitions better please let us know. Once again thank you for hosting the Nationals and we look forward to talking to you very soon about 2009.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alice C. Connelly', is written over a white background.

Alice C. Connelly
Executive Director