

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL
AUGUST 26, 2008 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Special Commercial Event License – Downers Grove Rotary Club Oktoberfest	✓ Resolution Ordinance Motion Discussion Only	Enza Petrarca Village Attorney

SYNOPSIS

A resolution has been prepared to authorize a Special Commercial Event License Agreement between the Village and the Downers Grove Rotary Club to host Oktoberfest on property owned by the Village, commonly known as the Forest Lot South. The financial details of this agreement are consistent with historic practice for Oktoberfest.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2007-2012 identified *Vibrant Major Commercial Corridors*. A supporting objective of this goal is *Attracting Non-Residents to Downers Grove*.

FISCAL IMPACT

As the Rotary Club has submitted proof of its non-profit status, it has specifically requested the following fee waivers:

- \$150 Special Commercial Event application fee
- \$65 tent permit and inspection fees
- \$90 Special Event Liquor License fee
- Fee for use of the public property (TBD by Village Council, should they decide to require)

The Village has cooperated with the Rotary Club each year by providing police services. In providing the same amount of staff for the event as last year, police overtime is estimated at \$2,280. This charge is written into the conditions of the agreement and historically the Rotary Club has reimbursed the Village for police overtime.

In addition, the Village has provided barricades, electrical panels/cable ramps and garbage cans. The Village also has notified parkers of the lot closure on the Thursday prior to the event to accommodate set up of the tents. The Rotary Club has not historically reimbursed the Village for either staffing or materials; however, the Village has the option to charge for these services as a condition of the agreement. If equipment is not returned in a timely manner and in satisfactory condition, the Rotary Club will be charged accordingly.

Written into the agreement is an amount of security deposit to be determined by the Village Council. Last year, a \$1,000 security deposit was retained by the Village and returned to the Rotary Club without incident.

RECOMMENDATION

Approval on the September 2, 2008 active agenda.

BACKGROUND

The Rotary Club plans to hold the 8th Annual Oktoberfest on Friday, October 3, 2008, from 4:00 to 11:30 p.m., Saturday, October 4, 2008, from 12:00 to 11:30 p.m., and Sunday, October 5, 2008, from 12:00 to 6:00 p.m. The Club seeks permission to host the event on the grounds of Forest Lot South, located at the southeast corner of Forest Avenue and Burlington Avenue, near the Library. This year's event will benefit the following local charitable organizations: DuPage PADS, SEASPAR, Junior Achievement and Good Samaritan Advocate Health and Wellness for Kids Program.

Oktoberfest includes live entertainment, food sales and a beer garden, all featured under heated tents. The Rotary Club has a satisfactory record in handling liquor sales, both with this event and in operating the Heritage Festival Beer Garden. As such, the Liquor Commissioner has approved the Special Event Liquor License.

ATTACHMENTS

Resolution
Special Commercial Events License Agreement
Special Event Liquor License

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING A SPECIAL COMMERCIAL EVENT LICENSE
AGREEMENT BETWEEN THE VILLAGE
OF DOWNERS GROVE AND THE ROTARY CLUB OF DOWNERS GROVE
FOR THE 2008 ROTARY CLUB OKTOBERFEST**

WHEREAS, application has been made to conduct a special event known as the Rotary Club of Downers Grove Oktoberfest; and

WHEREAS, a portion of this special event will be conducted on public property commonly known as the Forest Lot South located at the southeast corner of Forest and Burlington Avenues; and

WHEREAS, application has been made for a license agreement to permit the conduct of the Rotary Club of Downers Grove Oktoberfest 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 Rotary Club of Downers Grove for the Oktoberfest be and is hereby approved.

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 Rotary Club of Downers Grove (the "Licensee"),

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.
 - 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. The applicant shall provide the Village with a security deposit, in the amount of \$1,000.00 to guarantee prompt and proper removal of any structure(s) and/or clean-up of the area. The security deposit shall be held throughout the term of the license and such other period of time during which Licensee operates or is engaged in the removal of any facilities. Such security deposit shall be retained until an inspection is completed upon the public property to ensure that there has been no damage to it as a result of the use thereof.
- 3.6. Prior to the beginning of the event, Licensee may be required to schedule an inspection with Community Development and Fire Prevention and shall pay to the Village an inspection fee as established by Ordinance. In addition, at the expiration of the agreement, the Licensee may be required to schedule a re-inspection with Community Development and shall pay to the Village a re-inspection fee as established by Ordinance. The security deposit shall be retained until a re-inspection is completed upon the public property to ensure that there has been no damage to it as a result of the use thereof.
- 3.7. 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.
- 3.8. Licensee shall procure and maintain proof of Dram Shop (if applicable), Workers Compensation and General Liability Insurance in a form acceptable to the Village. Such insurance shall be provided by carriers licensed in the State of Illinois and maintaining a Best rating of at least A-IV. Such Dram Shop Insurance shall include coverage to the statutory limits for the State of Illinois, but not less than Three Million Dollars (\$3,000,000). Such General Liability Insurance shall include coverage for the premises, operations, underground, collapse, explosion, products and the event, and shall name as Additional Insureds the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees. Such insurance shall be in the amount of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate covering bodily injury, including death, and property damage. If the Licensee employs independent contractors, Licensee shall insure that these contractors maintain appropriate levels of insurance and that the Village is named as an additional insured under each policy. Not less than one week prior to the event Licensee shall furnish to the Village Manager with Certificates of Insurance evidencing all of the aforementioned types and limits of insurance to be in effect. The insurance policies required under this Section shall be occurrence based and shall be maintained by Licensee through the event. Each policy of insurance shall provide that it not be canceled nor materially changed without sixty (60) days written notice to the Village Manager. In addition to the foregoing, any and all third party vendors participating in the Special Commercial Event shall name the Village of Downers Grove, its officers, agents and employees as additional insured on all policies issued in connection with the event.

- 3.9. The licensee shall not be permitted to sell or serve alcoholic liquor at the Special Commercial Event except in conformance with an appropriate liquor license issued pursuant to Chapter 3 of the Downers Grove Municipal Code.
- 3.10. This Agreement shall not be transferable or assignable and shall not confer any property rights in the underlying right-of-way.
- 3.11. 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.
- 3.12. 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.
- 3.13. 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.
- 3.14. Licensee shall comply with, and be subject to, the following special conditions:
 - a. Licensee shall be required to 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 overtime security detail.
 - (1) Specifically, the Downers Grove Police Department shall provide two (2) officers on Friday, October 3, 2008, one (1) officer on Saturday afternoon, October 4, 2008; two (2) officers on Saturday evening, October 4, 2008; and one (1) officer on Sunday, October 5, 2008 (totaling approximately 36 man-hours). The cost to be billed to the Rotary is estimated at \$2,280.00, depending on the rank of officer that signs up for the shifts.
 - b. Depending upon the nature and complexity the event and as determined by the Public Works Director, the Licensee may 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. A bill may be prepared and sent to the Rotary after the conclusion of the event.

- c. Specifically, the Licensor shall loan the following items to Licensee from October 3, 2008 to October 5, 2008, which Licensee shall be obtained by the Licensee from the Public Works Department:
 - i. Up to 40 French Barricades
 - ii. (2) 60amp electrical distribution panels and necessary SO cords and cable ramps
 - iii. 20-25 garbage cans for recycling and trash.
 - d. Depending upon the nature of the event, the Licensee may be required to obtain approval from the DuPage County Health Department.
 - e. 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.
4. Within seven days of the execution of this Agreement, but not later than ten days prior to Special Commercial Event, Licensee shall pay to the Village a license fee in the amount of \$_____ as a condition of granting this License.

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

Ra 7-14-08



Village of Downers Grove Special Commercial Events License Application

DATE: 7/8/08

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 Rotary Club of Downers Grove
 Address P.O. Box 256
 City Downers Grove State IL Zip 60515 Phone No. 630/512-9922
2. Doing Business As (Name) Rotary Club of Downers Grove
3. Name of Manager Kent Eberald
 Address 1519 Hillcrest Road
 City Downers Grove State IL Zip 60516 Phone No. 630/512-9922

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: Rodgers Club of Downers Grove

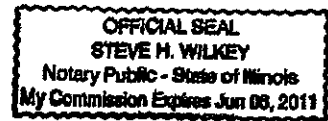
BY: Kent F. Ebersted

PRINT NAME: Kent Ebersted

TITLE: Rodgers Club Member

Subscribed and sworn to before me
this 14th day of July, 2008.

Steve H. Wilkey
Notary Public



* * * * *

For Office Use Only

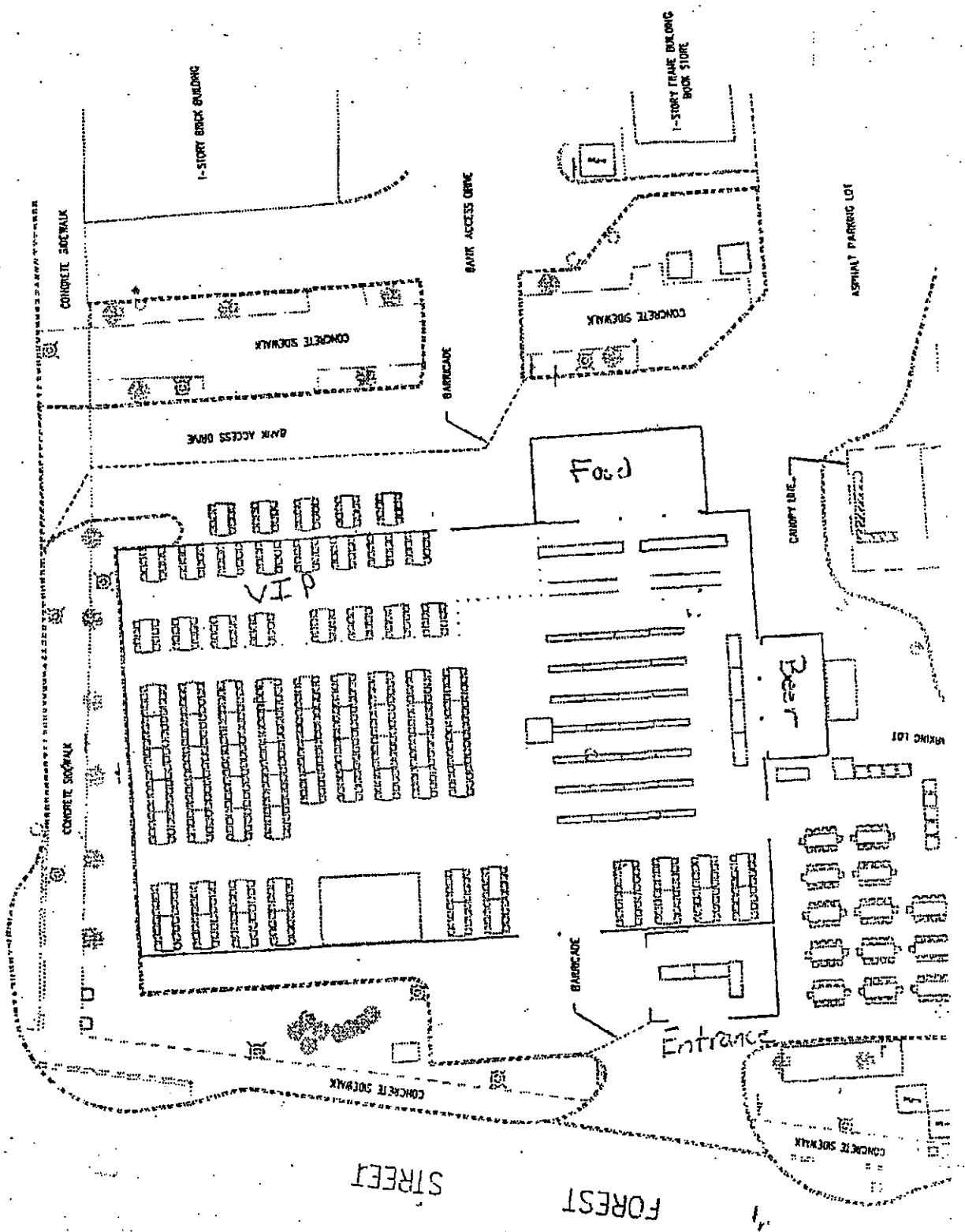
\$ _____ application fee \$ _____ inspection fee \$ _____ re-inspection fee

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

Insurance Carrier _____ /Liability limits _____ License Term _____

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BURLINGTON AVENUE



STREET

FOREST

**PROPOSAL FOR
THE ROTARY CLUB OF DOWNERS GROVE
OKTOBERFEST 2008
IN CONJUNCTION WITH HARVEST SALE DAYS IN DOWNTOWN DOWNERS GROVE**

Friday, October 3rd – Sunday, October 5th 2008

The Rotary Club of Downers Grove is pleased to present the following proposal for the purpose of obtaining permission to operate the Downers Grove Oktoberfest.

The Rotary Club of Downers Grove is registered with the State of Illinois as a not-for-profit organization (file #N5088-520-8). It is a international service organization with the local club having over 50 active male and female members. Our members, all of whom either reside or work in Downers Grove, are dedicated to serving the local community. We are honored to make this proposal for Oktoberfest 2008. Since 2001, we take great pride in contributing a local event that has grown in popularity since its inception. To benefit the event, we focused on those who attend Oktoberfest, always keeping in mind that we represent our community of Downers Grove. Our efforts to improve customer service, operations, processes, safety, and product quality have resulted in enhanced customer satisfaction, consistent regulatory compliance, and increasing interest in the Oktoberfest event!

The Village and The Rotary Club of Downers Grove share the goal of better serving the community at large. Our participation as operators of the Downers Grove Oktoberfest enables us to reinvested and accomplish this goal by giving most of the monies raised back to MANY different organizations in the Downers Grove community. Among those programs and organizations that are receiving or have received financial support from the Rotary Club of Downers Grove are:

- Certified car seats for Downers Grove children
- Character Counts
- Three-day Oktoberfest: Food and Entertainment for the D.G. community including "Family Day at Oktoberfest"
- District 58 Education Foundation (Founding Member)
- Diveheart Foundation for Disabled and Blind Children and Adults
- Downers Grove Boy Scouts Troop
- Downers Grove Chamber of Commerce
- Downers Grove Chamber of Commerce Leadership Academy
- Downers Grove Choral Society
- Downers Grove Girls Traveling Softball Program (DOLLS)
- Downers Grove Junior Golf Association
- Downers Grove Piano Festival
- Downers Grove North H.S. Chamber Choir

- Downers Grove South H.S. Madrigal Singers
- Downers Grove South H.S. Boosters Club
- D.G. Fourth of July Parade (provided free bottled water to spectators)
- Downers Grove Based F.I.S.H. Pantry
- Good Samaritan Hospital / Health & Wellness Programs
- Halloween Window Painting Event in downtown Downers Grove
- Illinois Fire Burn Safety Camp
- Indian Boundary YMCA
- Indian Trail Pre-School Program
- Junior Achievement
- Leukemia & Lymphoma Society
- National Marrow Foundation (local bone marrow drive)
- National Multiple Sclerosis
- Walk-In Ministry at Congregational Church
- Paddy Pillow for Hospitalized Children
- Polio Plus Program (Rotary International)
- Rotary District 6450 Youth Leadership Conference
- S.E.A.S.P.A.R
- Seven annual scholarships awarded to local H.S. graduates toward college
- Van lift for a "Special Ed Child" whose family was in need
- Community Adult Day Care based in Downers Grove
- Sponsor of Santa House in Downtown Downers Grove
- District 58 Camp Edward funding
- And many others in the community area and around the world....

OKTOBERFEST 2008. The Rotary Club of Downers Grove is proposing to operate this the same weekend of "Harvest Sale Days" being put on by the Downers Grove Downtown Management Corporation. We have met with Linda Kunze, and her board is excited about our event continuing in Downtown Downers Grove.

This will enhance the overall excitement for both events and allow for some "Cross-marketing". It will also feed the foot traffic to get people into the downtown to the shops and restaurants in Downers Grove.

The Rotary Club of Downers Grove is presenting Oktoberfest to occupy the village owned parking lot Parcel commonly known as the south Forest Avenue Parking Lot (at the Southeast corner of Forest and Burlington).

The Rotary Club of Downers Grove Oktoberfest is proposing to operate the Oktoberfest in a large "Big Top Tent" with full side enclosures with clear plastic window looking sides to allow light into the tent. There will be a full food preparation area with catering being done by My Chef Catering owned by Bill and Karen Garlow. There will be a beer garden area as we have had the last three Oktoberfest events. The entire tent will be have fencing around it to secure the area, and double fencing around the beer garden/port a potty area for added security.

The Rotary Club of Downers Grove (hereinafter referred to as "Rotary") shall comply with the following guidelines unless otherwise agreed to by the village of Downers Grove:

1. Rotary shall be responsible for operating the Downers Grove Oktoberfest in conformance with the standards and conditions set forth herein.
2. **OUR GOAL: GIVING BACK TO THE COMMUNITY....FINANCIALLY & WITH A GREAT, FUN, COMMUNITY EVENT FOR ALL AGES.**
3. Community entertainment, food, and fun shall be a priority and Oktoberfest shall be operated in a manner that keeps focus to our goals.
4. Live German musical entertainment, along with DJ music and great authentic German Food Prepared by My Chef Catering will be featured throughout the 3 Day Event!
5. Family Day at Oktoberfest will be held on Sunday featuring a time for the kids and their families to come down and enjoy special entertainment.

6. The Tentative Schedule of Events

A three-day event celebrating one of the most famous festivals in the world – right in your own back yard! The best of German food, beer, music in a tent – you'll think you're in Munich!

Friday, October 3rd, 4:00 – 11:30 p.m.

Oompah Band 5:00 p.m. – 8:30 p.m.

Hindsight (Local DG Band) 9:00 p.m. – 11:00 p.m.

Bid the weary work week a cheery Wiedersehn! Let the infectious rhythms and melodies of one of the great German Oompah bands transport you (mentally) to a lodge nestled in the snowcapped peaks of the Bavarian Alps. Lift a brew, have a brat, and kick up your heels in a spacious, heated tent.

Saturday, October 4th – Noon – 11:30 p.m.

Oompah Band 1:00 p.m. – 8:30 p.m.

The best in German music returns, creating a unique German atmosphere that sets the stage for a total entertainment experience! Once The Oompah Band takes the stage, dancing becomes an involuntary function. Sing and dance as this group's unparalleled interpretations of German tunes and other favorites leave you wanting more. Just make sure you leave enough room for the German chocolate cake!

The Michael Heaton Band • 9 p.m. – 11:00 p.m.

Sunday, October 5th 12:00 p.m. – 6:00 p.m.

Family Day – Special Entertainment for the whole family!

Live Oompah and other Entertainment provided by local rising stars

7. Das Menu Catering by My Chef Catering

Entrees

Traditional Bratwurst with bun, sauerkraut
Spicy Bratwurst with bun, sauerkraut
Sliced Pork on Kaiser roll, sautéed onions
Sauerbraten with black bread
Hot Dog with bun and condiments

Ucconomiments

Spaetzle with gravy
German potato Salad
Red Cabbage
Sauerkraut

Desserts & Snacks

Strudel
German Chocolate Cake
Jumbo Pretzels with mustard

Beverages

Coffee
Soft drinks
Spring water
Fresh brewed Root Beer or Cream Soda

Das Bier and other beverages

Haacker Pshorr 16 oz	Leinenkugel Oktoberfest 16 oz
Miller Lite 16 oz	Miller Genuine Draft 16 oz
Possibly a Local Microbrew or two 16 oz	Variety of Wine 6-8 oz
Non-alcohol Sharps 12 oz	Mike's Hard Lemonade 12 oz

8. Alcoholic beverages will be served at Oktoberfest in a plastic cup, and shall be limited to beer, wine/wine coolers, and Mike's Hard Lemonade (Malt Beverage).

9. Rotary will need to have the parking lot commonly known as the south Forest Avenue Parking Lot (at the Southeast corner of Forest and Burlington, closed from 12:01 a.m. Thursday September 2, 2008 through 2:00 p.m. on Monday, October 6th, 2008. The tent contractor needs to have a full day to set up the large tent, and allow for possible "bad weather". The inside of the tent needs to be set up on Thursday night by all Rotarians. The lot will be back to normal for Monday afternoon business.

10. Rotary will check driver licenses to determine that purchasers of alcohol are age 21 and over. Rotary will place a tyvek bright colored wrist band verifying that he or she is age 21 and over.

11. Rotary will be supplying all tents, fences, tables and chairs, staging, lighting, entertainment, for patrons within the Oktoberfest area.

12. Rotary will discuss the need for uniformed Downers Grove police officers during non-peak and peak hours.

13. Rotary shall work with the Liason to the Liquor Commission to apply for a Downers Grove liquor license for the Beer Garden. Application for such license shall be no later than August 1, 2008. Upon issuance of a Downers Grove liquor license, Rotary shall apply to the Illinois State Liquor Commission for the required State liquor license. Rotary shall obtain dram shop insurance in statutory amounts in a form acceptable to the Village's Risk Manager, naming the Village as additional insured. A copy of the certificate of insurance shall be provided to the Village by Thursday, October 2, 2008. Rotary shall comply with all State of Illinois laws and Village ordinances concerning the sale and service of alcohol.

14. Kent Ebersold (VM/Cell - 630/363-7746), Mark Baresel (VM/Cell - 630/254-7490), Keith Hoffman (VM/Cell - 630/306-5626), Bob Nelson (VM/Cell - 630/710-2305), are designated as the Event Managers and one shall be present and available at all times the event is in progress to handle any questions and generally act as the primary contact person for all issues concerns and questions related to the operation of The Rotary Club of Downers Grove Oktoberfest. A telephone list of Village contacts shall also be available.

15. No person shall be served alcoholic beverages who does not have a wristband verifying that the individual is twenty-one (21) years of age or older.


16. All persons dispensing alcoholic beverages at Oktoberfest shall be twenty-one (21) years of age or older.

17. Like the first seven years, Rotary shall supply sufficient signage and crowd control equipment to ensure efficient and orderly operation of the Oktoberfest.

18. Village will supply adequate garbage removal dumpster space for the Oktoberfest.

19. Oktoberfest hours shall be Friday October 3rd from 4-11:30, Saturday October 4th, from Noon to 11:30 pm, and Sunday October 5th, from Noon to 6 pm.

Signed on 8th day of July, 2008


Kent F. Ebersold
Rotary Club of Downers Grove
Oktoberfest Committee



SPECIAL EVENT LIQUOR LICENSE APPLICATION

Do not write in this space License Information

License No. _____ Date Issued _____ Expires _____ Fee \$ _____ Circle One: Cash Check # _____

- 9 Retailer 9 Not-for Profit

PLEASE PRINT OR TYPE

- 1. Applicant: Rotary Club of Downers Grove Phone: 630/512-9922 Date of Birth: _____ Driver's License No.: E162-5066-2288 Relationship to Business: Rotary Club of Downers Grove 2. Liquor License No. (Village): N/A Expiration Date: _____ Has your liquor license ever been revoked? No Business Name: Rotary Club of Downers Grove Address: P.O. Box 256 Business Phone: 630-512-9922 ext 15 3. Nature of Special Event (explain fully): Downers Grove Oktoberfest

Will there be any charitable games, raffles or door prizes available at the event? Yes No

If yes, explain: _____

- 4. Location of Event (specify inside/outside): Forest Lot South Specify location upon the premises. Attach a sketch, if necessary: _____

Name of Premises: Village owned lot on Forest & Burlington Address of Premises: _____ Owner/Landlord of Premises: Village of DG Number of Parking Spaces: _____ Number of Restrooms: _____

* (Attach plans for additional parking arrangements, if necessary)

- 5. Date(s) of Event: October 3rd 4th & 5th Time(s) of Event: 4-11:30 Friday Noon-11:30 Sat Noon-6 Sunday

- 6. Will there be live entertainment? X If yes, explain: Oompah & local Area bands

- 7. Number of people expected: _____ It is your responsibility to limit the event to this number of persons. Failure to do so constitutes grounds for limitation of future special events. 2,000-5,000

- 8. Name of Dram Shop Insurance Carrier (Required): _____ Policy No.: _____ Effective Dates: _____

Required Submittals:

In addition to this application form the following are submitted as applicable:

- X Sketch depicting the location and layout of liquor sales at the event or in the premises. Indicate means of enclosure if event is outdoors. Liquor serving guideline/carding procedures Wristbands for 21 & over

Certificate of Insurance **Copy of policy must be attached *will follow*

Application fee; based on following guidelines:

Estimated Attendance	Event Fee
0 - 500	\$ 25.00
500 - 1,000	50.00
1,001 - 5,000	100.00
5,001 - 10,000	150.00
more than 10,000	200.00

Menu

List of entertainers along with date(s), and time(s) and type of entertainment (If applicable)

List of Alcoholic Beverages that will be served/sold and price list (If applicable)

Invitation/promotional flyer (If applicable)

Temporary Use/Special Commercial Event Application (If applicable)

IL Department of Revenue Charitable Games License (If applicable)

Provider's License No. (if applicable, unless not-for-profit conducting charitable games on own licensed premises)

Applicant understands and agrees that additional information and material may be required during the processing of this application related to applicant's qualifications, the information provided herein, including attachments, and the class of license involved. 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.

The applicant certifies that he/she has never been convicted of a felony, misdemeanor or licensing ordinance violation.

APPLICANT: BY: *Jeff J. Stross*
NAME: *Karl F. Eversold*
TITLE: *Rotary Member*

Subscribed and sworn to before me
this *16* day *July* 20*08*
Steve H. Wilkey
Notary Public



* Please Note that once a local Special Event Liquor License is issued, you are required to contact the Illinois State Liquor Commission to obtain a state license for the event. A copy of the State Liquor License must be provided to the Village two (2) business days prior to the event.

Illinois Liquor Control Commission
100 W. Randolph, Suite 5-300
Chicago, IL 60601
(312) 814-2206

LOCAL Permission is hereby granted for the above special event.

Date *8/1/08* *[Signature]*
Mayor/Liquor Commissioner

___ First special event license
___ Second special event license
___ Third special event license

___ YEAR

FOR OFFICE USE ONLY:

Copy to Police Department _____ Date _____
State Liquor License No. _____ Copy Received _____ *

*If copy not received two (2) days prior to event, contact made to State Liquor Commission: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
July, 15, 2008

PRODUCER
LOCKTON COMPANIES, LLC
525 W. Monroe, Suite 600
CHICAGO IL 60661
(312) 669-6900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
All Active US Rotary Clubs & Districts
Attn: Risk Management Department
1560 Sherman Ave.
Evanston IL 60201-3698

INSURER A: American Home Assurance Company
INSURER B: Illinois National Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL7218113	7/1/2008	7/1/2009	EACH OCCURRENCE \$ 1,000,000
	GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 LIQUOR LIABILITY \$ INCLUDED
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	GL7218113	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA AGG \$ XXXXXXXX AGG \$ XXXXXXXX
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> RETENTION \$	BE 103 01 31	7/1/2008	7/1/2009	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000 \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NOT APPLICABLE			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The certificate holder is included as Additional Insured where required by written contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.


Oktoberfest to be held in Forest Ave South Lot
SouthEast Corner of Forest and Burlington in Downers Grove

AUTHORIZED REPRESENTATIVE

J. B. Bl

**VILLAGE OF DOWNERS GROVE
M E M O R A N D U M**

DATE: July 31, 2008
TO: Ronald L. Sandack, Liquor Commissioner
FROM: Carol Kuchynka, Liaison to the Liquor Commission
SUBJECT: Downers Grove Rotary 8th Annual Oktoberfest



The Downers Grove Rotary Club would like to hold their 8th Annual Oktoberfest on Friday, October 3rd, from 4:00 p.m. to 11:30 p.m., Saturday, October 4th, from Noon to 11:30 p.m. and Sunday, October 5th from Noon to 6:00 p.m. The party will be held in the Forest Lot South Village-owned parking lot area located behind the Downers Grove Library. This is a family-oriented event which will benefit Rotary Club projects.

After reviewing the application, I have determined the event will operate in the same manner as in the past. As this event will be conducted on Village-owned property, a Special Commercial Event License and Council approval will be required for their use of the public property.

This year's event will again be held under an enclosed big top tent. Activities will include live entertainment, a dance floor, food booths, and beverage stations (all liquor will be purchased from beer stations located inside the tent). My Chef Catering will be providing food.

An application for the Special Event Liquor License and miscellaneous background information is attached hereto.

Last years' Oktoberfest was particularly well run with little or no incident. In addition, the Rotary has continually proven to be an ideal licensee and has demonstrated diligence in liquor handling while conducting previous events as well as operating the Heritage Fest Beer Garden.

If you approve, please sign the attached Special Event Liquor License Application. If I can be of further assistance, please contact me.

Attachments

cc: Downers Grove Liquor Commission