

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
OCTOBER 28, 2008 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Special Commercial Event License Agreement -Bonfield Express Foundation	✓ Resolution Ordinance Motion Discussion Only	Douglas Kozlowski, Communications Director

SYNOPSIS

A resolution has been prepared to authorize a Special Commercial Event License Agreement between the Village of Downers Grove and the Bonfield Express Foundation to conduct the Bonfield Express 5K Run/Walk, a charity fundraiser, on Thursday, November 27, 2008. The 5K Run/Walk uses various streets in and around the Downtown Business District as well as hosting a post race event in the Public Parking Facility located at 945 Curtiss Street.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2007-2012 identified *Authentic Downtown – The Heart of Our Community*. An associated objective was *More People Attracted to Downtown – Destination for Residents and Non-Residents*.

FISCAL IMPACT

The Police and Public Works Departments will incur a total of \$3,054.62 in personnel and equipment related expenses associated with this event. Specifically these costs include:

- Police Department \$990 (9 Police Officers x 2 hours each = 18 hours x \$55 each)
- Public Works \$2,064.62 (4 Maintenance Workers, barricade rental, garbage cans, electrical cable rental, cable ramp rental, sign rental, overtime)

RECOMMENDATIONRequested Fee Waivers:

Staff recommends approval of the fee waivers in the amount of \$650 as requested in the attached letter from the Bonfield Express Foundation which includes the following:

- \$150 Special Commercial Event Application Fee
- \$500.00 Public Parking Facilities Rental Agreement

Request for waiver of Public Parking Facility rental hours:

Per Village Council policy regarding rental of the Pubic Parking Facility, the facility may only be rented after 5:00 p.m. Monday through Thursday. Staff recommends allowing the facility to be rented for this event from 7 a.m. to 11:00 a.m., as the requested date is on Thanksgiving Day and there will be no impact to commuters.

Security Deposit

The agreements for the Rental of The Public Parking Facility and Special Commercial Events License require the applicant to provide a security deposit. Typically this is calculated in an amount equal to 50% of the total cost for administrative services and staffing fees which in this case is \$3,704.62. It is recommended that the applicant provide this refundable deposit in the event that damage is caused to the parking facility.

Insurance

It is also recommended that the group provide proof of insurance which meets the requirements of the rental policy.

Payment for Village Staff time and equipment:

Staff recommends payment by the Bonfield Express Foundation for use of staff time and equipment in the amount of \$3,054.62. Staff has had numerous discussions with the event organizers to ensure that the safety and facilities needs of the participants have been addressed. Although these fees have been historically waived, in previous conversations with the Bonfield Foundation, staff advised the group that going forward the Village will recoup personnel and equipment related costs associated with special community events that it does not directly sponsor. Similar costs have been recovered this year from events conducted by the Downtown Management Corporation -Fine Arts Festival, The Rotary Club of Downers Grove – Oktoberfest, Downers Grove Economic Development Corporation-Taste of Downers Grove.

BACKGROUND

The Bonfield Express Foundation is a non-profit organization which provides character and community service scholarships and programs for District 99 students. This will be the 4th annual Bonfield Express 5K Race/Walk.

Village staff is working with the group to address noise and resident access issues along the route that have been brought to our attention following previous events. Specifically notifications will be provided to homes along the course and the group has been advised that music along the route is prohibited.

ATTACHMENTS

Resolution
Special Commercial Event Application
Public Parking Facility Rental Agreement
Village Council Policy Regarding Fee Waivers
Fee Waiver Request from Bonfield Express Foundation

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING A SPECIAL COMMERCIAL EVENT LICENSE AGREEMENT AND A PUBLIC PARKING FACILITY RENTAL AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE BONFIELD EXPRESS FOUNDATION FOR THE BONFIELD EXPRESS 5K RACE/WALK

WHEREAS, application has been made to conduct a special event known as the Bonfield Express 5K Race/Walk; and

WHEREAS, a portion of this special event will be conducted on certain Village streets and public property commonly known as the Public Parking Facility; and

WHEREAS, application has been made for a license agreement to permit the conduct of the Bonfield Express 5 K Race/Walk on a portion of the Village streets and parking garage parcel 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 special commercial event license agreement and the public parking facility rental agreement between the Village of Downers Grove and the Bonfield Express Foundation for the Bonfield Express 5K Race/Walk be and are hereby approved.

SECTION 2. That the Village Manager and staff are authorized to execute the license agreements 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 _____, 20____ by and between the Village of Downers Grove (the "Licensor") and The Bonfield Express Foundation (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 \$ 1,800.00 to guarantee prompt and proper removal of any structure(s) and/or

clean-up of the area. The security deposit shall be withheld 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 Code Services 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 Code Services 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. 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 \$ (TBD).

- 3.10. 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.
- 3.11. This Agreement shall not be transferable or assignable and shall not confer any property rights in the underlying right-of-way.
- 3.12. 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 immediate 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.
- 3.13. 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.
- 3.14. 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.
- 3.15. Licensee shall comply with, and be subject to, the following special conditions:
 - a. Depending upon the nature and complexity of the event and as determined by the Chief of Police, the Licensee may 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 security detail.
 - b. Depending upon the nature and complexity of 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.
 - 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.

(Here insert any other special conditions)

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

LICENSEE:

By: Annette Bonfield
Title: Pres. Bonfield Express
Foundation

Attest:

LICENSOR:

Village of Downers Grove

By: _____
Village Manager

Attest:

Village Clerk



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

DATE: 9-12-08

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 Bonfield Express Foundation
Address P.O. Box 773
City Downers Grove State IL Zip 60515 Phone No. 630-852-9795
2. Doing Business As (Name) Bonfield Express 5K
3. Name of Manager Annette J. Bonfield
Address 5425 Bending Oaks Place
City Downers Grove State IL Zip 60515 Phone No. 630-852-9795

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: Bonfield Express Foundation
 BY: Annette J. Bonfield
 PRINT NAME: Annette J. Bonfield
 TITLE: President

Subscribed and sworn to before me
this _____ day of _____, 20 ____.

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 _____

PUBLIC PARKING FACILITY RENTAL AGREEMENT

1. Applications for the rental of the Public Parking Facility must be submitted to the Village Manager on a form provided by the Village. Applications must be completed in full. Providing inaccurate information on the application form may result in denial of a permit.
2. Rental applications shall be made at least sixty (60) days in advance of the rental date to receive consideration. Applications will be processed in the order in which they are received and according to priority, as set out in the policy regarding rental of the Public Parking Facility. No permit for rental of the Public Parking Facility shall be issued unless the Village Manager has given notice to the Village Council at least seventy-two (72) hours prior to a regularly scheduled Village Council meeting. At such meeting the Village Council may, in its discretion, direct the Village Manager to deny the rental permit to the applicant therefor, or impose any additional conditions or restrictions as it deems appropriate.
3. An application fee shall be included in the initial submission of the application in order for the application to be considered. The application fee shall be \$150.00;
4. The applicant shall submit an overall operation and site plan showing the proposed location of ingress, egress, tables, decorations, furnishings, or any other equipment proposed to be used within the Public Parking Facility.
5. All individuals and entities are required to verify residency and status of the organization in accordance with rental categories.
6. Applications must be signed by an individual 21 years of age or older, who will assume responsibility for the organization and will be present during the entire rental period.
7. At any function involving children there must be at least one individual 21 years or older for every six children in attendance.
8. Security from the Downers Grove Police Department may be required at the discretion of the Chief of Police.
9. The Facility may be rented from 5:00 p.m. to 11:00 p.m. Monday through Thursday; 5:00 p.m. through 12:00 a.m. Fridays; 9:00 a.m. through 12:00 a.m. Saturdays; and 9:00 a.m. through 11:00 p.m. on Sundays.
10. Upon approval, the applicant must submit full payment for applicable rental charges at least seven days prior to the first rental date. Failure to pay seven days prior to the rental date may result in cancellation of the permit.
11. The Village of Downers Grove reserves the right to cancel any standing permit if deemed in the best interest of the Village.
12. Applicants as well as any and all attendees will be confined to and may only use the Special Events Area of the Public Parking Facility. Applicants may not allow any attendee to utilize or enter other areas of the Public Parking Facility.
13. Applicants may not enter the facility prior to the time designated in the permit. Applicants and any and all attendees must vacate the premises at the time designated in the permit.

14. Any items and/or equipment to be brought into the facility must be approved by the Village of Downers Grove prior to the rental date.

15. Applicant shall maintain throughout the term of the license, general comprehensive liability insurance; hazard insurance, including comprehensive form, premises-operations, explosions and collapse hazard, underground hazard and products completed hazard; automobile liability insurance; dram shop, or liquor liability insurance, if applicable; and workers compensation insurance-all naming as additional insured the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees. Such insurance shall be provided by carriers licensed in the State of Illinois and maintaining a Best rating of at least A+. Dram Shop Insurance, if applicable, shall include coverage to the statutory limits for the State of Illinois, but not less than Three Million Dollars (\$3,000,000.00). Such General Liability Insurance shall be in the amount of Five Million Dollars (\$5,000,000.00) 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 required by this section shall be maintained by the applicant throughout the term of the license and such other period of time during which applicant operates or is engaged in the removal of its facilities.

16. Smoking and gambling are prohibited in the Public Parking Facility. No food preparation or cooking shall be allowed in the Public Parking Facility.

17. Animals are not allowed in the Public Parking Facility, unless otherwise required to provide assistance to the disabled.

18. Applicant may post signage for purposes of their function, but any and all signs must be removed at the conclusion of the function.

19. Applicants may not store equipment or supplies in the Public Parking Facility or on Village property.

20. In order to protect the public health, safety and welfare, the Public Parking Facility shall be inspected prior to the date of the event and at the conclusion of the event. Applicant shall be responsible for any and all fees associated with said inspections.

21. The applicant shall provide the Village with a security deposit in an amount as may be directed by the Village Manager. The security deposit shall be maintained by the applicant throughout the term of the rental agreement. 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. Applicant shall be responsible for any and all fees associated with said inspections. Any damage or cost of repairs to the facility that exceeds the security deposit will be charged to the applicant.

22. Upon departure, the applicant will be responsible for any clean up and for restoring the facility in the same orderly condition in which it was maintained prior to applicant's use. Any damages or excessive clean up will result in the forfeiture of the security deposit and applicant being billed for costs, if necessary. This may also result in the denial of future permits.

23. Depending upon the nature and complexity the event and as determined by the Chief of Police, the applicant may be required obtain Downers Grove Police Department personnel to serve as

security for the special commercial event. The applicant shall be required to pay any and all costs associated with the security detail.

24. Depending upon the nature and complexity the event and as determined by the Public Works Director, the applicant shall be required to pay any and all costs associated with Village personnel involved in the set up, breakdown or aid rendered to the applicant during the course of the event which will ensure adequate traffic and pedestrian flow.

25. Depending upon the nature of the event, the applicant may be required to obtain approval from the DSuPage County Health Department.

26. The Village of Downers Grove shall assume no responsibility for any accident, personal injury or loss of property. The applicant agrees to indemnify and hold the Village of Downers Grove, its officers, agents, and employees harmless for any costs, damages or liability resulting from the applicant's activities or programs. Applicant further agrees to waive and release any and all claims for personal injury, damage to property or otherwise, for themselves and any attendees of applicant's programs or activities.

27. Any license granted under this Section shall be subject to the absolute and primary right of the Village to protect the public health safety and welfare. In the event of an emergency, or to prevent or protect against an immediate threat to the public health safety and welfare, the Village Manager may order the immediately cessation of business, and removal of any or all equipment and facilities from 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 applicant has failed or refused to truthfully complete the application, or if the applicant has failed or refused to comply with the regulations of this Section, the license agreement or with other applicable law.

28. Rental fees shall be \$.10 per square foot per day. Additional charges for cleanup, security detail and Village staff, inspection and other fees may apply.

29. A license issued pursuant to this Section shall not be transferable or assignable and shall not confer any property rights in the underlying right of way.

APPLICANT

*Bowfield Express
Foundation*

VILLAGE OF DOWNERS GROVE

Attest:

Village Clerk

Date:

9-12-08



Village of Downers Grove
Special Commercial Events License Application

DATE: 9-12-08

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2. Doing Business As (Name) Bonfield Express 5K
3. Name of Manager Annette J. Bonfield
Address 5425 Bending Oaks Place
City Downers Grove State IL Zip 60515 Phone No. 630-852-9795

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.

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

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- 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: Bonfield Express Foundation

BY: Annette J. Bonfield

PRINT NAME: Annette J. Bonfield

TITLE: President

Subscribed and sworn to before me
this _____ day of _____, 20 ____.

Notary Public

* * * * *

For Office Use Only

\$ _____ application fee

\$ _____ inspection fee

\$ _____ re-inspection fee

\$ _____ license fee

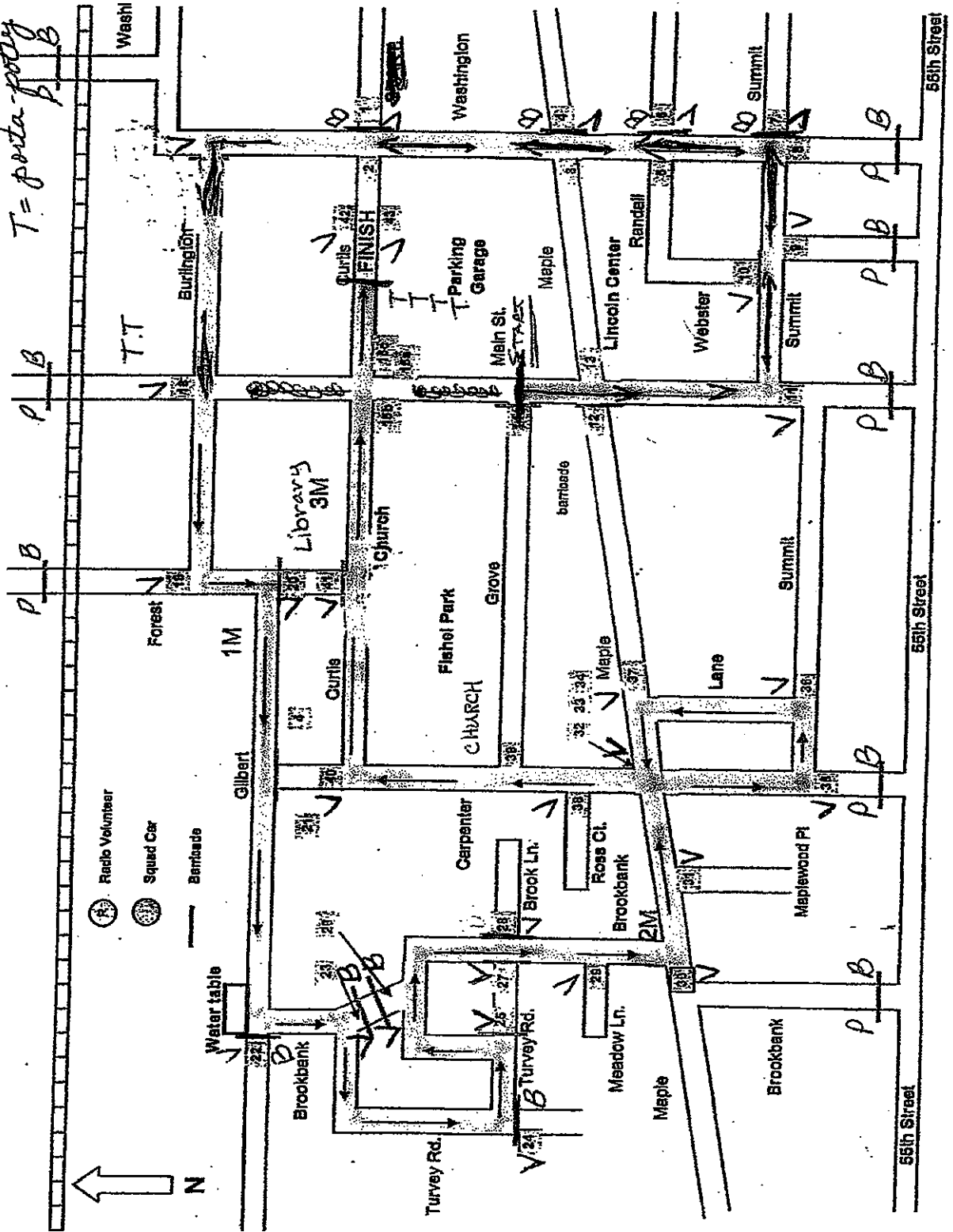
\$ _____ Letter of Credit issued by _____ \$ _____ Security Deposit

Insurance Carrier _____ /Liability limits _____

License Term _____

V = volunteer
 B = barricade
 P = police
 T = porta-potty

Bonfield Express 5K Run



Radio Volunteer
 Squad Car
 Barricade



56th Street

56th Street

56th Street

VILLAGE OF DOWNERS GROVE
801 Burlington Avenue
DOWNERS GROVE, IL 60515
630/434-5500 FAX: 630/434-5571

FACILITY RENTAL APPLICATION/AGREEMENT

Applicant (Organization) Name: Bonfield Express Foundation
Address: P.O. Box 773 City/State/Zip: Downers Grove, IL 60515
Phone #: 630-852-9795 Fax #: _____

Designated Contact Person Annette Bonfield
Address: 5425 Bending Oaks Pl City/State/Zip: Downers Grove, IL 60515
Phone #: C-708-638-9795 Home Phone #: 630-852-9795

Facility Requested: Parking Garage

Estimated Attendance: 3000
Description of Activity: 5K race post event

Is your group/organization based in the Village of Downers Grove? Yes No

Is your group/organization not-for-profit? Yes No

If you checked "Yes", sufficient proof must be submitted with this application.

<u>Date(s) Requested</u>	<u>Day</u>	<u>Time</u>	<u>Facility Requested</u>
1. <u>Thurs. Nov. 27</u>	<u>Thursday</u>	<u>7⁰⁰ AM To 11⁰⁰ AM</u>	<u>Parking Garage</u>
2. _____	_____	To _____	_____
3. _____	_____	To _____	_____

I, the undersigned, hereby certify that I have read, understand, and agree to abide by the terms and conditions of Village of Downers Grove as set forth in Facility Rental Agreement.

Annette J. Bonfield
Applicant/Organization Representative Signature

Annette J. Bonfield
Print Name
Bonfield Express Foundation

Date 9-12-08

Office Use Only

Facility Rental Charge _____

Staff Fee _____

Security Deposit _____

Proof of Residency _____

Other _____

Date of Payment _____

Inspection Fee _____

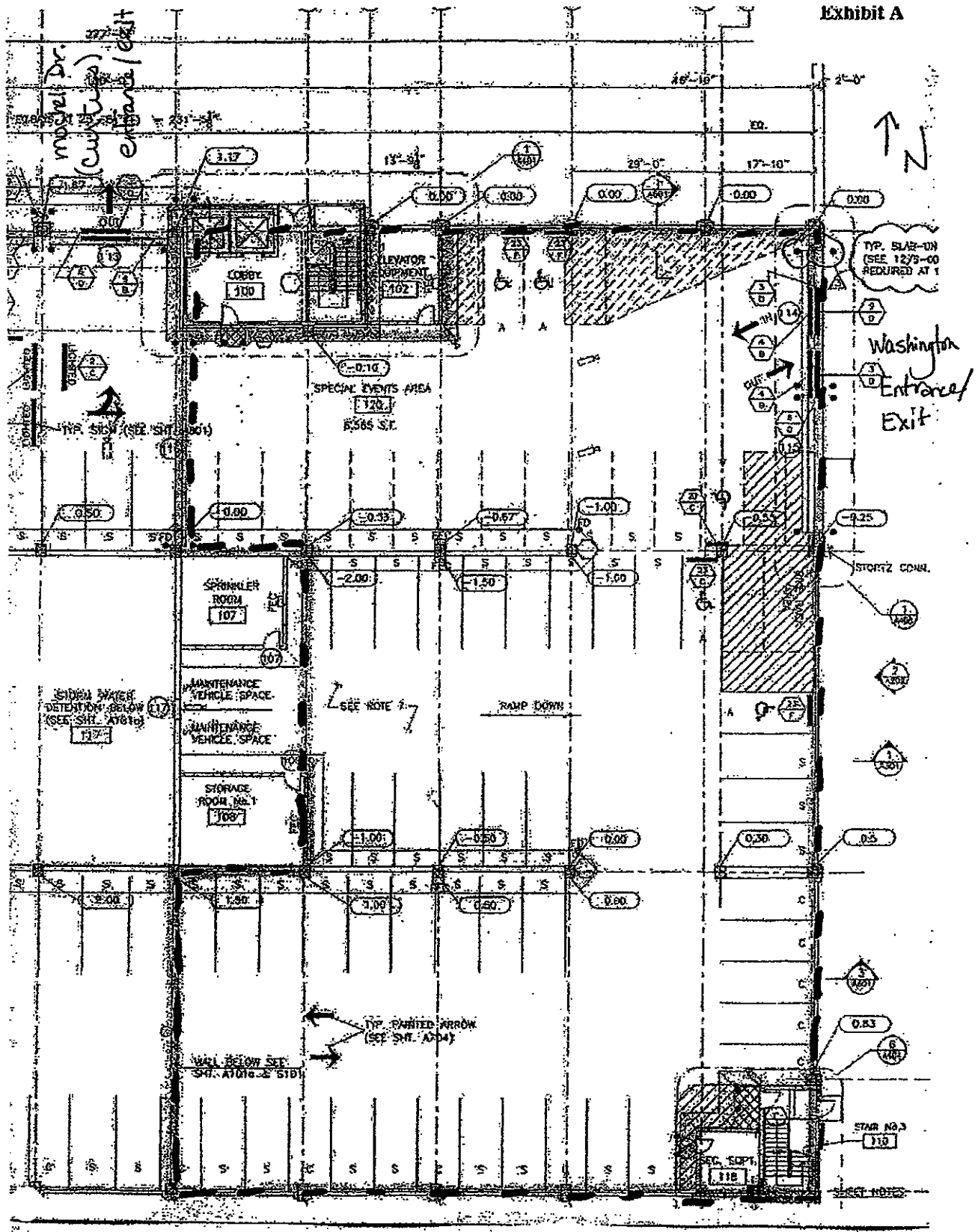
Security Fee _____

TOTAL _____

Approved By: _____
Village Council or their designee

Date: _____

Exhibit A



CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder Bonfield Express Foundation

Address of policyholder PO Box 773 Downers Grove, IL 60515

Location of operations _____

Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
93-BU-9421-4	Comprehensive Business Liability	06/10/08	06/10/09	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input checked="" type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>				Each Occurrence \$ 2,000,000 General Aggregate \$ 4,000,000 Products - Completed Operations Aggregate \$ 4,000,000
93-WU-2180-6	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	11/22/08	11/22/09	Each Occurrence \$ 1,000,000 Aggregate \$ 1,000,000
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

As Additional Insured:

Village of Downers Grove
 ITS OFFICERS, AGENTS AND EMPLOYEES
 Tourism & Events Department
 801 Burlington Ave.
 Downers Grove, IL 60515
 Att: Laura Kastalik

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Paul M. Tuley
 Signature of Authorized Representative
 Agent 04/06/07
 Title _____ Date _____

Agent's Code Stamp

AFO Code **M. TULEY** **13-3740**
FIRE 13
AFO NAPERVILLE **F018**



Village of Downers Grove

Official Village Policy Approved by Village Council

Description:	Fee Waivers, Council Policy with Regard to	
Res. or Ord. #:	Res. 2002-73	Effective Date: 8/6/02
Category:	Legislative and General Management	
	<input type="checkbox"/> New Council Policy	
	<input checked="" type="checkbox"/> Amends Previous Policy Dated: 7/8/96 and 5/7/02	
	Description of Previous Policy (if different from above):	
	Fee Waiver Resolution 96-44, Fee Waiver Resolution 2002-45	

RESOLUTION 2002-73

A RESOLUTION ESTABLISHING AN AMENDED POLICY OF THE VILLAGE COUNCIL WITH REGARD TO FEE WAIVERS

WHEREAS, the Council of the Village of Downers Grove has heretofore adopted an ordinance entitled "An Ordinance Amending Chapter 1 of the Downers Grove Municipal Code", being Ordinance Number 2048, commonly referred to as the "Fee Waiver Ordinance"; and

WHEREAS, the Village Council finds it necessary and desirable to establish certain policy guidelines regarding fees which may be waived; and

WHEREAS, the Village Council has previously adopted Resolution 2002-45 establishing a policy related to fee waivers, and the Village Council has determined that it is necessary and desirable to amend this policy as provided herein.

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

I. That it is the policy of the Village Council that fees related to licenses, permits or plan reviews or fees related to the filing of a petition for a public hearing before any board or commission of the Village or before the Village Council for the benefit of governmental entities or not-for-profit, charitable, religious, educational or public service organizations may be waived by the Village Council (or the Village Manger for requests under \$5,000.00) in its/his discretion. Under no circumstances may the fees for outside consultants or experts or out-of-pocket expenses incurred by the Village be waived. Such out-of-pocket expenses include but are not limited to: public hearing notice, publication fees, postage, court reporter fees and contractual secretarial services.

A. All or any portion of the following fees may be waived:

1. Building Permit fees as required by Section 7-11 of the Municipal Code.
 2. Plan Examination fees as required by Section 7-11.2 of the Municipal Code.
 3. Plumbing permit fees as required by Section 16-7 of the Municipal Code.
 4. Electrical permit fees as required by Section 10-21 of the Municipal Code.
 5. Occupancy permit fees as required by Section 7-11.2.1.
 6. Water Service Inspection fees as required by Section 25-40(a)(2).
 7. Basic Storm Water Management permit fees as required by Section 26-76(1-7) of the Municipal Code.
8. Storm Water Plan Review fees as required by Section 26-76(8) of the Municipal Code.
 9. Public Right of Way Improvement permits as required by Section 19-28 of the Municipal Code.

B. The following fees/expenses shall not be waived:

1. Building Bonds as required by Section 7.11.1 of the Municipal Code.
2. Public Right of Way Improvement bonds as required by Section 19-28 of the Municipal Code.
3. Water System Capacity charge as required by Section 25-40(c)(1) of the Municipal Code.
4. Water Connection Fee as required by Section 25-40(e) of the Municipal Code.
 5. Water Meter charge as required by Section 25-40(b) of the Municipal Code.
 6. Any fee related to outside consultants or experts retained by or on behalf of the Village to review any plans or projects.
 7. Out of pocket expenses associated with public hearing notices.

C. The fees/expenses outlined in subsection A shall be waived according to the following guidelines:

1. Not-for-profit, charitable, religious, or public service organizations:
 - a. One hundred percent (100%) of the fee waiver request, except under extraordinary circumstances.
 - b. The Village shall not waive any fees if the applicant has received reimbursement for the fees from a third party.
2. Governmental entities with taxing boundaries that are substantially coterminous with the Village (i.e. Downers Grove Park District, Downers Grove Sanitary District), including all public school districts:
 - a. All fees up to \$5,000.00 will be waived. In addition, seventy percent (70%) of the remaining amount of the fee waiver request will also be waived, except under extraordinary circumstances.

b. The Village shall not waive any fees if the applicant has received reimbursement for the fees from a third party.
3. Governmental entities with taxing boundaries that are not coterminous with the Village (i.e. DuPage County, Townships):
 - a. No fees shall be waived, except under extraordinary circumstances.

II. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are

hereby repealed.

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

Brian J. Krajewski, Mayor

Passed: August 6, 2002

Attest: Linda J. Brown, Deputy Village Clerk

1\mw\res.02\feewaiver-fin

September 12, 2008

Ms. Mary Scalzetti
Mr. Doug Kozlowski
Village of Downers Grove

Dear Mary and/or Doug,

The Bonfield Express Foundation is planning to have our 5th Bonfield Express 5K Run/Walk on Thanksgiving morning, Thursday, November 27th, 2008. As you know, we raise scholarship money for deserving District 99 Seniors who are furthering their education. Because of the Village of Downers Grove and our generous citizens, we have given away \$83,000.00 in the last 4 years.

Enclosed is a map of the race route for this year. It has listed where volunteers (interior streets), barricades, police presence (exterior streets), and porta-potties will be needed. Please inform us of any changes in police presence that may need to be made. Also, a copy of the vehicle pass used last year for Emmanuel Lutheran Church (Carpenter & Grove) Choir is enclosed. A letter informing Acadia Residents of the race is also included.

Information you may need:

Shut down time for the streets should be 8:00 A.M.

We will supply all volunteers-some will be wearing reflective vests and some will have walkie talkies.

As in past years, we would like the bathrooms open at the train station, electricity at the start of the race at Main and Grove, and more trash receptacles in the parking garage.

We need a key to the parking garage storage area the night before the race-Wed. Nov. 26th. In the past the key has been left at the D.G. Police Station for us to pick up.

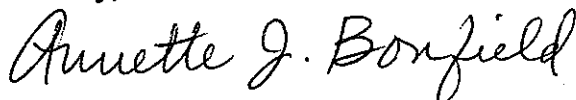
According to the Event License Agreement (3.5 & 3.9) a security deposit and license fee needs to be established. In the past these fees have been waived.

Acadia Residents need to be informed of the race. We do not have access to their building to deliver letters to them.

Surrounding residents of the race course will be given a flyer to make them aware of the race.

Thank you both for your help and consideration in these matters. We hope to make the Bonfield Express 5K Run/Walk a success for future scholarship recipients, as well as a fun community event for all of Downers Grove.

Sincerely,



Annette J. Bonfield, President
Bonfield Express Foundation
630-852-9795
ajbonfield49@comcast.net