

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING A LICENSE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND THE
DOWNERS GROVE DOWNTOWN MANAGEMENT CORPORATION
FOR THE 2009 CAR SHOW SEASON**

WHEREAS, application has been made for the 2009 Car Show season sponsored by the
Downtown Management Corporation; and

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

WHEREAS, application has been made for a license agreement to permit the conduct of
the Downtown Management Corporation Car Show on a portion of the parcels subject to
conditions and restrictions as imposed by the Village Council.

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

SECTION 1. That the license agreement between the Village of Downers Grove and the
Downtown Management Corporation for the 2009 Car Show season 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 _____, 2009, by and between the Village of Downers Grove (the "Licensor") and the Downers Grove Downtown Management Corporation (the "Licensee") for the 2009 Car Show Season which shall be held on Friday nights from 6 p.m. to 9 p.m. from May 22, 2009 to September 4, 2009,

WITNESSETH:

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

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

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

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

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

associated with Village personnel involved in the set up, breakdown or aid rendered to the Licensee during the course of the event which will ensure adequate traffic and pedestrian flow.

- c. Depending upon the nature of the event, the Licensee may be required to obtain approval from the DuPage County Health Department. Any vendor selling any food or beverage products will be required to obtain permission from the Health Department, as well as any applicable permits from the Village.
- d. Licensee shall not interfere with pedestrian or vehicular traffic, or reduce the open, unobstructed portion of the public sidewalk to less than five (5) feet.

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

LICENSEE:

Downtown Management Corporation

By: _____

Title: _____

Attest: _____

LICENSOR:

Village of Downers Grove

By: _____

Village Manager

Attest: _____

Village Clerk



Village of Downers Grove
Special Commercial Events License Application

DATE: 3/18/09

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

1. Name of Applicant Downers Grove Downtown Management Corp

Address 933 A Curtiss Street

City Downers Grove State IL Zip 60515 Phone No. 630-725-0991

2. Doing Business As (Name) Same

3. Name of Manager Linda Kung

Address 933 A Curtiss Street

City Downers Grove State IL Zip 60515 Phone No. 630-725-0991

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

\$ **Site Plan** - This shall be drawn to scale, and with sufficient detail to depict the proposed special commercial event. This should include, but is not limited to, the location and area surrounding proposed special commercial event as well as the location and dimension of the special commercial event in relation to the adjacent street and sidewalk and showing the location of ingress, egress, tables, decorations, furnishings, equipment, removable perimeter barriers, the total square footage to be occupied by the special commercial event and the maximum seating capacity.

\$ **Operation Plan** - This shall describe the proposed Special Commercial Event in detail. This should include, but is not limited to, the dates, days and hours of operation, liquor service, staff, security, maintenance personnel and proposed menu, and such other items as may be appropriate.

\$ **Application Fee (\$150.00)**

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

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

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

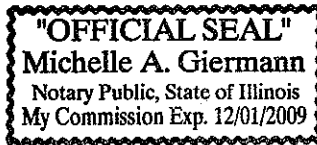
- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.
- B. THAT THE UNDERSIGNED HAS REVIEWED THIS APPLICATION AND ALL ATTACHMENTS AND SUBMITTALS, AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.
- C. THAT THE UNDERSIGNED HAS REVIEWED AND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

APPLICANT: Downers Grove Downtown Management

BY: Linda Kunze

PRINT NAME: Linda Kunze

TITLE: Downtown Manager



Subscribed and sworn to before me this 20 day of March, 20 09.

Michelle Giermann
Notary Public

* * * * *

For Office Use Only

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

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

Insurance Carrier _____ /Liability limits _____ License Term _____

FRIDAY NIGHT CLASSIC CAR SHOW 2009

Thank you for your consideration. Over the years, the Friday Night Classic Car Show has been rated as one of the top two Car Shows in the State of Illinois. Many of the car clubs come from surrounding states and stay in our Downers Grove Hotels. This year the Scottish Motor Club of the Illinois Saint Andrew Society will be joining us on British Import Night. They will be bringing the Thistle and Heather Highland Dancers, many of whom live in Downers Grove along with a bag piper to accompany them on Curtiss Street. We are looking forward to working with Village staff on this event. In year's past the temporary use permit fee was waived for this event, please let me know if this is an option this year.

Site Plan:

The Friday Night Classic Car Show participants park along Main Street between Maple and Burlington and in commuter lot L after the commuters leave. Featured cars are parked on Curtiss Street between Main and Washington Streets. We have hired high school students to place temporary signs on the light poles stating "Friday Night Classic Car Show reserved parking for classic cars only between 6 p.m. and 9 p.m." After 9:00 p.m. the signs will be removed.

Operation Plan:

Attached is a schedule for the Classic Car Show. The time for the Classic Car Shows is from 6:00 p.m. – 9:00 p.m. We have at least 3-4 members attending every Friday night to park the featured cars. We have purchased yellow car show shirts for each volunteer so they can be identified. We have worked with the COP officers for several years now and they walk through the area to assure the safety of participants and residents and enforce our "no alcohol" ordinance.

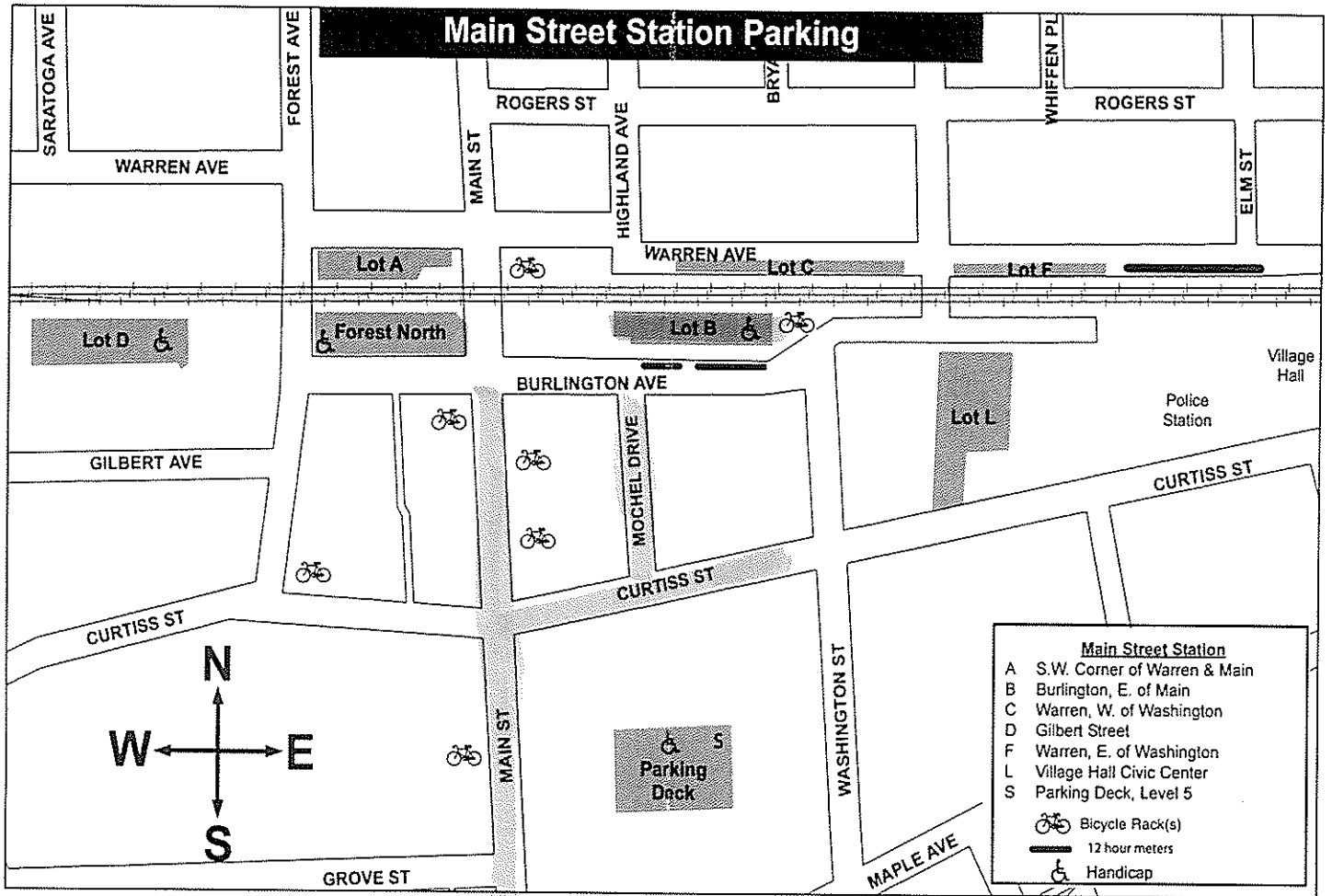
Additional information requested:

We purchased 8 1/2 x 11 foam PVC signs with Velcro for the light poles. We have ordered new signs this year so they all will match. The signs will not scratch the light poles. They will be removed **between 9:00 and 9:30 p.m.** (I will make sure this takes place.) The signs will be placed on various poles on Main Street between Maple and Burlington and on Curtiss Street between Main Street and Washington. I walk around on the first night with our student helpers and show them exactly where and how they should be placed.

We do not allow outside vendors to walk around the downtown or set up anything per Village ordinance. We place an informational table outside our office on our property with information on restaurants, hotels, entertainment etc. both from DTM, EDC and the Village.




We have worked with PSRT for the last nine years and have borrowed approximately 25 orange cones from them to save spaces for our featured cars on Curtiss Street. PSRT drops them off at the beginning of the season and we return them at the end. They also place 24" x 30" Friday Night Car Show Tonight signs on Type I barricades at Main and Burlington, Main & Curtiss and Main and Maple to alert traffic. We also have two

yellow caution signs on Type 1 barricades (with a pedestrian featured along with Caution speed limit 5 miles per hour) placed on Curtiss Street. We have spoken to the Police Department about because we were concerned about residents walking around the cars. We will continue to work with the COP officers and Chief Porter on any other issues that may come up.



Main Street Station

- A S.W. Corner of Warren & Main
- B Burlington, E. of Main
- C Warren, W. of Washington
- D Gilbert Street
- F Warren, E. of Washington
- L Village Hall Civic Center
- S Parking Deck, Level 5

 Bicycle Rack(s)
 12 hour meters
 Handicap

Friday Night Classic Car Show

May 22 to September 4 2009 6:00-9:00PM

DOWNTOWN DOWNERS GROVE

All Classic Cars are welcome on Main from Maple to Franklin

FEATURED CARS ON CURTISS STREET AND MOCHEL DRIVE

(All weekly featured cars, parked on Curtiss Street and Mochel Drive, must be 1980 and older.) Trophy awarded to the "best" featured car each week.

<u>DATE</u>	<u>FEATURED VEHICLE</u>	<u>Entertainment</u>
May 22	Chevrolets (no Corvettes)	Lawrence W. Conklin
May 29	Ford, Mercury, Lincoln	Timothy Curran
June 5	BOPC (Buick, Oldsmobile, Pontiac, Cadillac)	All About Me
June 12	Model "T" and "A" Ford Clubs Night (all non-club Ts and As welcome)	Debe Welch Band
June 19	Air Cool Cars (Corvair, Porsche, VW, etc.)	The Real Gone
June 26	Heritage Festival—No Show	No Show
July 3	Corvette	Bob Hartwell
July 10	Pony Cars (Mustang, Camaro, Barracuda, etc.)	The Real Gone
July 17	Pontiac "GTO"	Paul Avers Band
July 24	Orphan Cars (Out of Production Manufacturers: AMC, Hudson, Nash, Packard, Studebaker, etc. NO GM, Ford, Chrysler Products)	Acoustic Living Room
July 31	Chrysler Corporation/MOPAR	Ron Hayden & The Hard Times
August 7	Trucks, Military, Fire Vehicles, Farm Tractors, related equipment	Debe Welch Band
August 14	Convertibles	Eric Tothererow
August 21	Imports (British, German, etc.)	Ron Hayden & the Hard Times
August 28	Fins of the 50's & 60's Cars manufactured with horizontal & Vertical fins from 1950 through 1969	Paul Avers Band
September 4	Downers Grove Trophy Winners	Acoustic Living Room

Thank you to our Entertainment Sponsors: Aurelio's Pizza, Ballydoyle Irish Pub, Boogie's, Emmet's Ale House, Every Day's A Sundae, Humidor And Rocca's Mexican Grill. Entertainment is located at the Train Station 7:00-9:00PM

DOWNTOWN
Downers Grove
Management Corporation
www.downtowndg.org