

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
JUNE 9, 2009 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Special Commercial Events License – Aurelio’s (940 Warren Ave) <i>Waive One Week Waiting Period</i>	✓ Resolution Ordinance Motion Discussion Only	Tom Dabareiner, AICP Community Development Director

SYNOPSIS

A resolution has been prepared authorizing a Special Commercial Events License for Aurelio’s Pizza to use a portion of the public right of way at 940 Warren Avenue. The event will take place on Thursday, June 11, 2009, from 6:30 p.m. to 8:00 p.m.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2008-2013 identified *Authentic Downtown – The Heart of Our Community*. A supporting objective of this goal is *More People Attracted to Downtown – Destination for Residents and Non-Residents*.

FISCAL IMPACT

NA

RECOMMENDATION

Approval of the Special Commercial Event license with the staff recommended site plan on the June 9, 2009 Workshop under the Attorney’s Report (requires waiving the traditional one-week waiting period).

The applicant is requesting to close Warren Avenue at its intersection with Highland Avenue. Due to construction on Rogers Street, Warren Avenue is being used as a detour. As such, staff does not recommend closing Warren Avenue. Instead, staff recommends allowing the applicant to use the sidewalk and the parking stalls on the north side of Warren Avenue.

BACKGROUND

Aurelio’s approached the Village through the Downtown Management Corporation in late May 2009 and requested the Village review a request to close a portion of Warren Avenue. Aurelio’s is holding a company-wide event this summer called “Around the Chain in 80 Days.” Each chain is holding a one-day event to promote the business. The event is scheduled to take place on June 11 from 5:30 p.m. to 6:30 p.m. WLS radio will attend the event. The event will include several tables, two tents, balloons and a smart car in addition to a WLS van.

The event would occur on Warren Avenue adjacent to Aurelio’s space in the Tivoli building. The applicant is requesting to close Warren Avenue at its intersection with Highland Avenue. However, given the construction on Rogers Street and the use of Warren Avenue as a detour, staff is recommending the applicant use the parallel parking spaces on the north side of the street and the sidewalk as alternative locations. A recommended site plan is attached.

There will be minimal preparation from Village staff for the event as staff is recommending the street not be closed. If signage is required from Public Works, the applicant will be required to rent the signs at their own cost.

ATTACHMENTS

Agreement

Aurelio's Operation Plan

Recommended Site Plan

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING A SPECIAL COMMERCIAL EVENT LICENSE
AGREEMENT BETWEEN THE VILLAGE
OF DOWNERS GROVE AND AURIELO'S OF DOWNERS GROVE, INC.**

WHEREAS, application has been made to conduct a special event known as "Around the Chain in 80 Days"; and

WHEREAS, a portion of this special event will be conducted on public property commonly known as the intersection of Warren and Highland Avenues; and

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

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

SECTION 1. That the license agreement between the Village of Downers Grove and Aurielo's of Downers Grove, Inc. "Around the Chain in 80 Days" event 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 26 day of May, 2009 by and between the Village of Downers Grove (the "Licensor") and Gregory T. Doady DBA
AURELIOS of Downers Grove (the "Licensee"),
Inc.

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 \$ -0- 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 \$ 65.

- 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 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.
- 3.13. 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 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.
 - 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: Gregory T. Dandy

Title: Pres.

Attest:

LICENSOR:

Village of Downers Grove

By: _____
Village Manager

Attest:

Village Clerk



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

DATE: 26 May 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 Gregory T. Doody
Address 940 Warren Ave
City D.G. State IL Zip 60515 Phone No. 742 6766
2. Doing Business As (Name) AURELIOS of Downers Grove Inc.
3. Name of Manager Same as Above
Address _____
City _____ State _____ Zip _____ Phone No. _____

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: *[Signature]*

BY: _____

PRINT NAME: Gregory T. Dooly

TITLE: Pres.

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 _____

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General Manager - Cookie Radeke 630-742-6772

SCHEDULED DATES

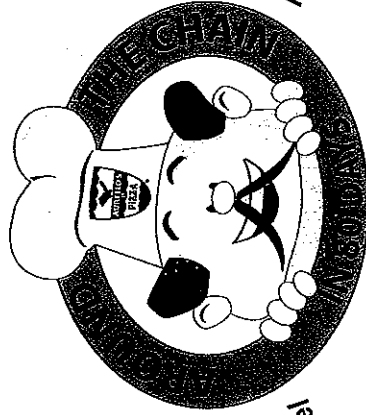
APRIL	MAY	JUNE
Morris Tuesday, April 21, 2009 5:00 - 7:00 pm	Addison Wednesday, May 06, 2009 4:00 - 5:30 pm	Hammond Tuesday, June 02, 2009 11:30 - 1:00 pm
Plainfield Wednesday, April 22, 2009 4:00 - 5:30 pm	Oak Brook Wednesday, May 06, 2009 6:30 - 8:00 pm	Munster Tuesday, June 02, 2009 4:00 - 5:30 pm
Joliet Wednesday, April 22, 2009 6:30 - 8:00 pm	Portage Thursday, May 07, 2009 4:00 - 5:30 pm	Frankfort Wednesday, June 03, 2009 5:00 - 7:00 pm
Beecher Thursday, April 23, 2009 4:00 - 5:30 pm	Griffith Thursday, May 07, 2009 6:30 - 8:00 pm	Geneva Thursday, June 04, 2009 4:00 - 5:30 pm
Crete Thursday, April 23, 2009 6:30 - 8:00 pm	Lowell Wednesday, May 13, 2009 4:00 - 5:30 pm	South Elgin Thursday, June 04, 2009 6:30 - 8:00 pm
New Lenox Wednesday, April 29, 2009 4:00 - 5:30 pm	Schereville Wednesday, May 13, 2009 6:30 - 8:00 pm	Chicago - West Loop Wednesday, June 10, 2009 11:30 - 1:00 pm
Mokena Wednesday, April 29, 2009 6:30 - 8:00 pm	Tinley Park Wednesday, May 20, 2009 4:00 - 5:30 pm	LaGrange Wednesday, June 10, 2009 6:30 - 8:00 pm
LaPorte Thursday, April 30, 2009 4:00 - 5:30 pm	South Holland Thursday, May 21, 2009 11:30 - 1:00 pm	Palos Heights Thursday, June 11, 2009 4:00 - 5:30 pm
Valparaiso Thursday, April 30, 2009 6:30 - 8:00 pm	Chicago Heights Thursday, May 21, 2009 4:00 - 5:30 pm	Downers Grove Thursday, June 11, 2009 6:30 - 8:00 pm
	Richton Park Thursday, May 21, 2009 6:30 - 8:00 pm	Lockport Wednesday, June 17, 2009 4:00 - 5:30 pm
	Bourbonnais Wednesday, May 27, 2009 5:00 - 7:00 pm	Lemont Wednesday, June 17, 2009 6:30 - 8:00 pm
	Winfield Thursday, May 28, 2009 4:00 - 5:30 pm	Naperville Thursday, June 18, 2009 11:30 - 1:00 pm
	Crown Point Thursday, May 28, 2009 6:30 - 8:00 pm	Woodridge Thursday, June 18, 2009 5:00 - 7:00 pm
		Homewood Wednesday, June 24, 2009 5:00 - 7:00 pm
		Naples, FL Friday, June 26, 2009 11:30 - 1:00 pm
		Ft. Myers, FL Friday, June 26, 2009 4:00 - 5:30 pm

Aurelio's Pizza 50th Anniversary



The Family Pizzeria
Since 1959

Aurelio's Pizza And 94.7 WLS-FM Team Up!
Around The Chain In 80 Days April 21 - June 26
Don't Miss The Party!!!



Free Prizes
Music
Games
Prize Wheel

You could WIN a trip to Las Vegas!

Roundtrip airfare, three nights at the MGM, show tickets

For a complete schedule of dates and sweepstakes rules
Visit WWW.AURELIOSPIZZA.COM Listen To 94.7

Hrs of event: Set up 5:30 p.m to 6:30 p.m.

Actual event time 6:30 p.m to 8:00 p.m

Break down 8:00 p.m to 8:30 p.m

Possible 2 tents - 10' x 10' and/or 10' x 12'

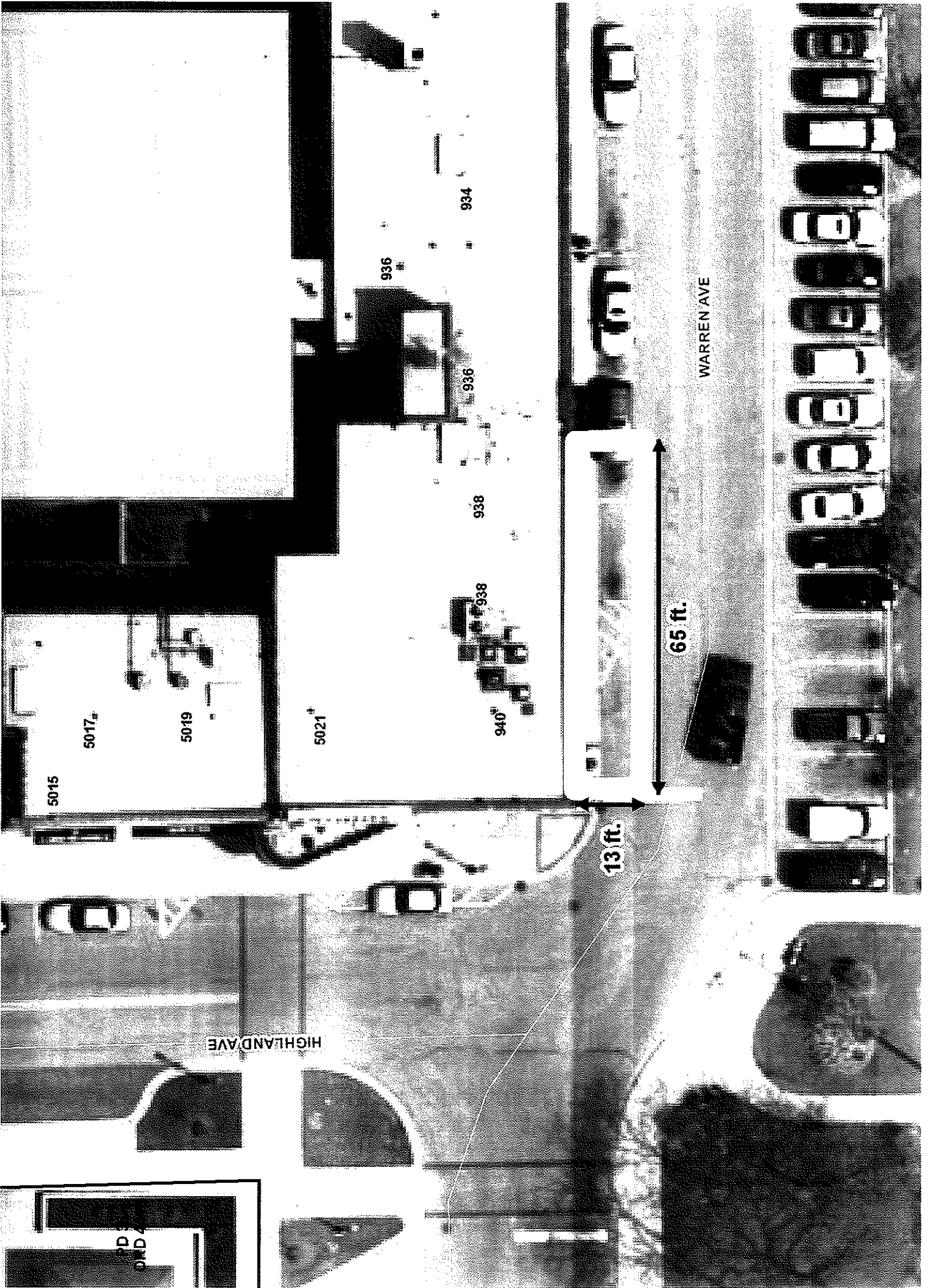
Aurelio's Smart car

WLS radio station/truck

Inflatable Pizza man

Balloons/decorations

All within boxed area



5015

5017

5019

5021

936

934

936

938

938

940

WARREN AVE

HIGHLAND AVE

DND 2

13 ft.

65 ft.

From: "Cindy Johnson" <cj@bigpicturemarketing.net>
Subject: **Flame resistant certificate**
Date: May 28, 2009 7:27:55 PM CDT
To: <DGPIZZAGIRL@comcast.net>
Cc: <lkunze@downetowndowersgrove.org>
1 Attachment, 29.5 KB

Hi,
Here is the flame resistant certificate for the company that created the tent that will be used at the Aurelio's Downers Grove promotion.
Let me know if you need anything else.
Cindy

Cindy Johnson
Principal
Big Picture Marketing, Inc.
773-227-7715 phone
773-227-9983 fax
CJ@BigPictureMarketing.net
WBE & DBE Certified



International E-Z UP Inc. Certificate of Fabric Flame Resistant

International E-Z UP , Inc. warrants that the fabrics used in this E-Z UP Brand Shelter / Tent (* small tent) that is displaying a sewn on "Warning label" has been certified by the manufacturer or its supplier as have being made of a flame resistant material so that:

The Fabric (**500d Polyester**) and has been independently tested and shown to meet or exceed the minimum requirements of **CPAI - 84** tent and wall material.

The CPAI-84 meets the requirements in the following codes:

- California State Fire Marshal, Title 19, Subchapter 1, Article 4 section 332 (a) (2)

Definition :

- Small Tent . A tent designed for use by less than 10 people. (California State Fire Marshal, Title 19, Article 2 section 310.)

- CPAI-84 : Fabrics complying with the flame resistance requirements set fourth in " A Specification for Flame Resistant Materials Used in Camping tentage " 1995 revision.

Copies of an independent test laboratory's certification to the above standards are on file at International E-Z UP Inc.

1601 Iowa Ave.

Riverside , California 92507

and copies are available by calling 1-951-781-0843 and speaking with a customer service representative.

Certificate Update: February , 2004

Note:

There has been a code interpretation regarding the definition of "tents" in California Health and Safety code section 13115 (b) and Also the provisions in Article 32, Section 3216.1 of 2001 California Fire Code concerning cooking and heating apply, as of 6/2004.