

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL
JUNE 23, 2009 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 historical practice for Oktoberfest.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2008-2013 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 \$2,000. 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. Village staff 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 staffing time or materials. However, the Village has the option to charge for these services as a condition of the agreement. This cost is estimated at \$805.

Staff is recommending that the Village be reimbursed for all services provided for this event, estimated at \$2,805.

RECOMMENDATION

Approval on the July 7, 2009 consent agenda.

BACKGROUND

The Rotary Club plans to hold the 9th Annual Oktoberfest on Friday, September 25th from 4:00 to 11:30 p.m., Saturday, September 26th from 12:00 to 11:30 p.m., and Sunday, September 27th 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 Application

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 2009 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 _____, 2009, 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, September 25, 2009, one (1) officer on Saturday afternoon, September 26, 2009; two (2) officers on Saturday evening, September 26, 2009; and one (1) officer on Sunday, September 27, 2009 (totaling approximately 36 man-hours). The cost to be billed to the Rotary is estimated at \$2,000, 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 September 25, 2008 to September 27, 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.

The cost for the above services is estimated at \$805.

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:

Downers Grove Rotary Club

By: _____

Title: _____

Attest:

LICENSOR:

Village of Downers Grove

By: _____
Village Manager

Attest:

Village Clerk



Village of Downers Grove Special Commercial Events License Application

DATE: 9-11-09

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 Rotary Club of Downers Grove
Address P.O. Box 256
City Downers Grove State IL Zip 60515 Phone No. 630-363-7746 ^(Kent)

2. Doing Business As (Name) Rotary Club of Downers Grove

3. Name of Manager ^a Kent F. Ebersold
Address 1519 Hillcrest Road
City Downers Grove State IL Zip 60516 Phone No. 630/363-7746

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

Included w/ this app.

- \$ **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.

Exhibit A

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: Rotary Club of Downers Grove

BY: Kent J. Oswald

PRINT NAME: Kent Oswald

TITLE: Rotary Club Member



Subscribed and sworn to before me
this 15 day of April, 2009.

Keith Hoffman
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 _____

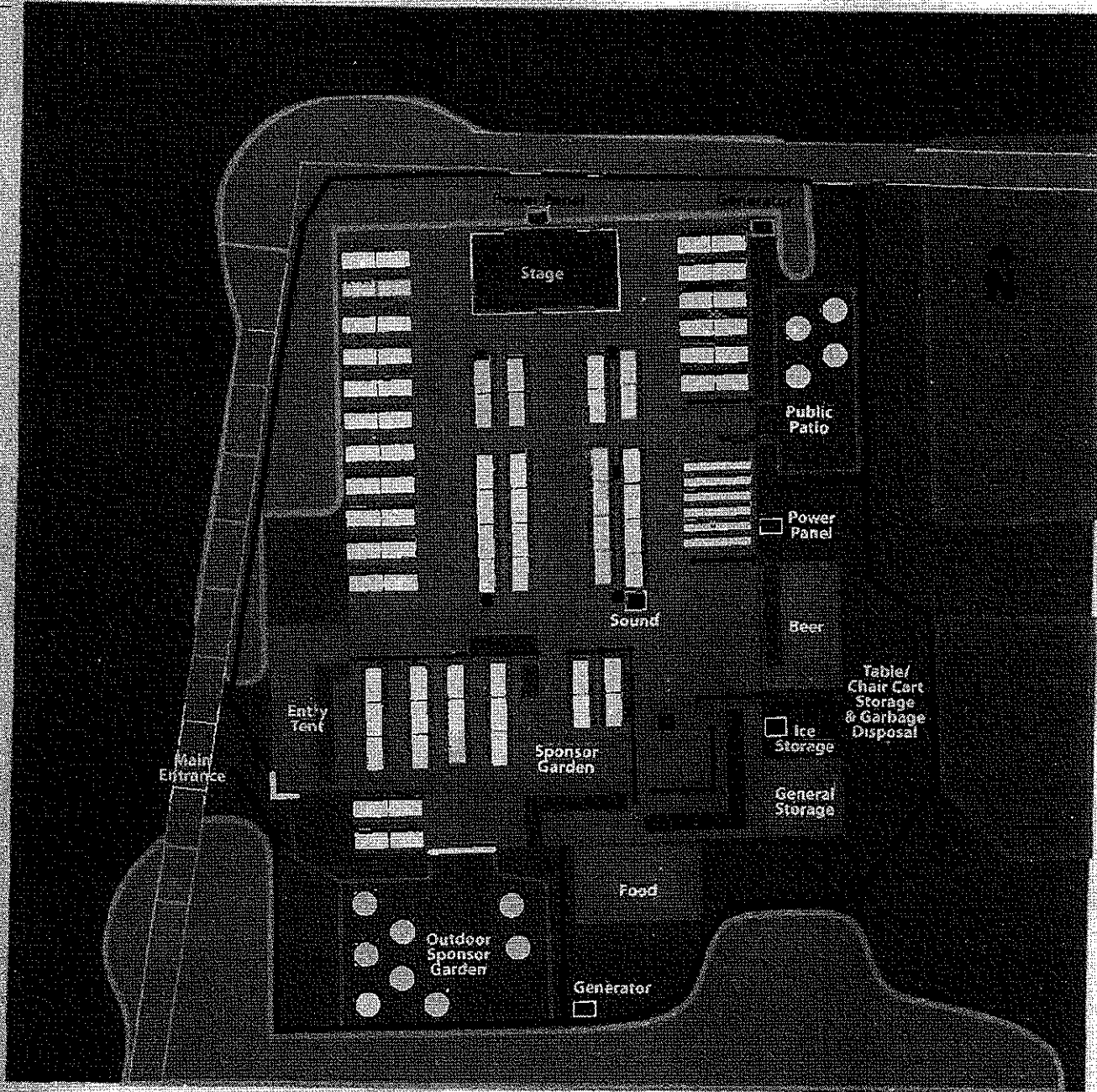


Exhibit B

**PROPOSAL FOR
THE ROTARY CLUB OF DOWNERS GROVE
OKTOBERFEST 2009
IN CONJUNCTION WITH HARVEST SALE DAYS IN
DOWNTOWN DOWNERS GROVE**

Friday, September 25th – Sunday, September 27^h 2009

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 2009. 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
- Halloween Window Painting Event in downtown Downers Grove
- Illinois Fire Burn Safety Camp
- Indian Boundary YMCA
- Indian Trail Pre-School Program
- 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
- Six annual scholarships awarded to local H.S. graduates toward college
- Sponsored foreign exchange student from Slovakia (attended D.G. North H.S.)
- Sponsoring new foreign exchange student in Summer 2004
- 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 2009. 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 coming back to 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, September 25th, 4:30 – 11:30 p.m.

Oompah Band 5:00 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, September 26th – Noon – 11:30 p.m.

Family Day – Special Entertainment for the whole family!

Live Oompah and other Entertainment provided by local rising stars

The Alpiners 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!

Michael Heaton Band • 8:30 p.m. – 11:00 p.m.

The Michael Heaton Band hits the stage with performing their own covers of music from

past and present

Sunday, September 27th 12:00 p.m. – 6:00 p.m.

Michael Heaton Band will take the stage for a fun filled day of music.

The Ride Janie Ride Foundation will be ending their fundraiser ride and be attending Oktoberfest for the afternoon.

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 24, 2009 through noon on Monday, September 28th, 2009. 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 (before 8 pm), and the need for officers during peak hours 8-11:30 pm.
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 15, 2009. 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, September 13, 2009. 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), 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 six years, Rotary shall supply sufficient signage and crowd control equipment to ensure efficient and orderly operation of the Oktoberfest.

18. Rotary will supply adequate garbage removal dumpster space for the Oktoberfest.
19. Oktoberfest hours shall be Friday September 25th from 4-11:30, Saturday September 26th, from Noon to 11:30 pm, and Sunday September 27th, from Noon to 6 pm.
- 20.

Signed on 11th day of April, 2009



Kent F. Ebersold
Rotary Club of Downers Grove
Oktoberfest Committee



SPECIAL EVENT LIQUOR LICENSE APPLICATION

APPROVED

Do not write in this space License Information Sp 000026 9/25/09 Expires 9/27/09 Fee \$ Waived per PLS Cash Check #

- Retailer
• Not-for Profit

PLEASE PRINT OR TYPE

1. Applicant: Rotary Club of Downers Grove Phone: 630-363-7746
Date of Birth: Driver's License No.: E162-5066-1288
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 Downers Grove IL 60515
Business Phone: 630-363-7746

3. Nature of Special Event (explain fully): Downers Grove Oktoberfest

Will there be any charitable games, raffles or door prizes available at the event? X Yes No
If yes, explain: drawings of some kind - TBD

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

Name of Premises: Village Lot @ Forest & Burlington
Address of Premises:
Owner/Landlord of Premises: Village of Downers Grove
Number of Parking Spaces: Number of Restrooms:

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

5. Date(s) of Event: Sept. 25 - 28th Set-up 24th Tear Down 29th
Time(s) of Event: Fri 4-11:30 Sat Noon-11:30 Sun Noon-6 PM

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

7. Number of people expected: 2-3000 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. Total # of Attendees

8. Name of Dram Shop Insurance Carrier (Required): Attached Form
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.
X Liquor serving guideline/carding procedures (see proposal)

- Certificate of Insurance **Copy of policy must be attached
- Application fee; based on following guidelines (this will be determined by staff):
 - "S-1" if a public hearing is required: \$375.00
 - "S-2" public hearing is waived, Liquor Commissioner administrative issuance: \$90.00
- 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)

see fee
waiver
request

see
proposal

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.

OFFICIAL SEAL
KEITH HOFFMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/13/09

APPLICANT: BY: Keith F. Eberold *Chad P.G.*
NAME: Keith F. Eberold
TITLE: Member of Board

Subscribed and sworn to before me
this 13 day of April, A.D., 2009
Keith Hoffman
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 5.11.2009
[Signature]
Mayor/Liquor Commissioner

- First special event license
- Second special event license
- Third special event license

2009 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: _____