

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 19, 2011 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
2011 Downtown Downers Grove Market	✓ Resolution Ordinance Motion Discussion Only	Tom Dabareiner, AICP Community Development Director

SYNOPSIS

A resolution has been prepared authorizing the Village to enter into an agreement with the YMCA to hold the Downtown Downers Grove Market on Saturday mornings from 7:00 a.m. to 12:30 p.m. between May 7 and October 15, 2011.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Exceptional Municipal Services*.

FISCAL IMPACT

The YMCA would be responsible for all costs incurred by the Village. These costs would be billed to the applicant after the event. The Village's estimated direct expenses for this event are \$9,180. The 2011 estimate represents a slight increase from 2010 due to the relocation of the Market during Grove Festival weekend (June 25, 2011).

UPDATE & RECOMMENDATION

This item was discussed at the April 12, 2011 Village Council meeting. Council asked for additional information on the increase in expenses and the single day relocation of the Market during Grove Fest. The Village's cost estimates increased from 2010 to 2011 due to a 3% increase in non-exempt staff salaries in Public Works, as well as the costs associated with moving the Market from Parking Lot B and the train station to the Main Street during Grove Fest weekend, which will result in additional staff expenses to direct traffic and set up barricades. On June 25, when the Downtown Market is relocated to Main Street, Curtiss Street will remain open and a police officer will help direct traffic to ensure pedestrian safety. Staff recommends approval on the April 19, 2011 Consent Agenda.

BACKGROUND

Since 1991, the Village and the Indian Boundary YMCA (YMCA) have participated in an agreement which allows the YMCA to conduct a Farmers' Market on Village owned property. Last year the YMCA expanded this event by including more vendors and offering a greater variety of items, in addition to the traditional agricultural based products of past Farmers' Markets. Free cart service and a staffed "parcel pick up" area were also added. Total net revenues were increased from \$22,734.26 in 2009 to \$29,284.11 for the YMCA.

For 2011, the Downtown Market will be conducted from May 7 to October 15. The 2011 event will be the same size and scope as the 2010 Market. The Market will be conducted in Parking Lot B and in front of the Main Street Train Station. Vendor parking will be made available at Village Hall. Under the agreement, the Village is responsible for bringing tables, chairs and an extension cord to the location by 7:00 a.m., as well as returning these items by 1:00 p.m. The Village will be responsible for placing and removing

directional, “No Parking” and “No Dogs Allowed” signage on the rights-of-way. The YMCA is responsible for the clean-up of the Market area after each day of activity. These as well as other requirements are listed within the attached agreement.

Except for Grove Festival weekend, the proposed Market layout will not change from last year’s event. Due to the modifications to the 2011 Grove Festival, the YMCA is proposing to move the June 25, 2011 Market to Main Street between Curtiss Street and Grove Street. This will require closure of Main Street on Saturday morning from Maple Avenue to Curtiss. Additional staff time will be required for police services at the intersection of Main Street and Curtiss Street and barricade set-up for the Grove Fest weekend. The additional staff time is reflected in the estimated direct costs provided above.

The attached report and recap from the 2010 Market provide additional information from last year’s event.

ATTACHMENTS

Agreement

Downtown Downers Grove Market Rules 2011

Downtown Downers Grove Market Layout Map

Downtown Downers Grove Market Layout for June 25, 2011

2010 Downtown Downers Grove Market Report

2010 Downtown Downers Grove Market Recap

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN
AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND THE INDIAN BOUNDARY YMCA TO
JOINTLY CONDUCT THE 2011 DOWNTOWN DOWNERS GROVE MARKET**

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

1. That the form and substance of a proposed Agreement (the "Agreement") between the Village of Downers Grove (the "Village") and the Indian Boundary YMCA of the YMCA of Metropolitan Chicago, (the "YMCA"), providing for the joint sponsorship of the 2011 Downtown Downers Grove Market, and other matters related thereto, as set forth in the form of the Agreement submitted to this meeting with recommendation of the Village Manager, is hereby approved.
2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement substantially in the form approved in the foregoing paragraph of this resolution.
3. That proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.
4. That all resolutions or parts of resolutions in conflict with this resolution or with any provision of the Agreement are hereby repealed.
5. That this resolution shall be in full force and effect from and after its passage in the manner provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**AN AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND THE INDIAN BOUNDARY YMCA TO
JOINTLY CONDUCT THE 2011 DOWNTOWN DOWNERS GROVE MARKET**

THIS AGREEMENT, made and entered into this 8th day of April, 2011, between the Village of Downers Grove (the "Village"), a municipal corporation and the Indian Boundary YMCA of the YMCA of Metropolitan Chicago, (the "YMCA"),

WITNESSETH

In consideration of the foregoing recital and of the covenants and conditions contained herein, the parties hereby agree as follows:

1. RIGHTS AND OBLIGATIONS OF THE YMCA

a. The YMCA shall co-sponsor, organize, and conduct the 2010 Downtown Downers Grove Market beginning Saturday, May 7 and running for twenty-four (24) consecutive Saturdays including Saturday, October 15. This agreement in no way guarantees the YMCA joint participation in the Downtown Downers Grove Market for future years.

b. The YMCA shall comply with the Village's "Rules of the Downers Grove 2011 Downtown Downers Grove Market" attached to and made a part of this agreement as Exhibit A. Any changes to the rules must be approved by both parties.

c. At least one representative of the YMCA shall be in attendance during the Downtown Downers Grove Market activities.

d. The YMCA shall implement the "Rules of the Downers Grove 2011 Downtown Downers Grove Market" (Exhibit A) including the processing of applications from market vendors and collection of the appropriate space reservation fee. The YMCA shall retain all space reservation fees collected.

e. The YMCA shall be responsible for picking up debris and otherwise cleaning the Downtown Downers Grove Market area after each day of activity.

f. The YMCA shall purchase an occurrence based liability insurance policy with limits of not less than \$2,000,000.00 per occurrence naming the Village, its officers, agents, and employees as additional insured to cover any personal injury or property damage claim, suit, action,

or liability whatsoever arising out of the Downtown Downers Grove Market and shall name the Village as an additional insured. Thirty (30) days prior to the first scheduled day of the Market, the YMCA shall provide the Village with proof of insurance as set forth above, which shall remain in full force for the term of this agreement and may not be canceled except upon thirty (30) days written notice to the Village.

g. The YMCA shall keep the Village informed of any problems, accidents, or other critical information concerning the activities of the Downtown Downers Grove Market.

h. In November 2011, the YMCA shall submit to the Village a Market Annual Report including a statement of all revenues and expenditures associated with the 2011 Downers Grove Market.

i. The YMCA shall allow the Village the opportunity to hold a monthly Coffee with the Council Meeting on-site at the Downtown Downers Grove Market.

j. The YMCA may provide, at its option, music during the Downtown Downers Grove Market. No charge shall be assessed by the YMCA for this music.

k. The YMCA may sell or cause to be sold the following items: coffee, canned soda, individually packaged juices, baked goods and flowers subject to review and approval by the YMCA and all applicable requirements of the DuPage County Health Department.

l. The YMCA will be responsible for all costs associated with the upkeep and replacement of the six (6) Downtown Downers Grove Market directional signs which the Village places and removes from the public rights-of-way.

m. The YMCA shall furnish to the Village copies of all Downtown Downers Grove Market Applications, (see Exhibit B), and require vendors to provide an Illinois Tax Identification Number on said application. The Village reserves the right to prohibit a vendor from participation upon failure to provide tax identification information or for failure to remit sales tax.

2. RIGHTS AND OBLIGATIONS OF THE VILLAGE

- a. The Village shall co-sponsor the 2011 Downtown Downers Grove Market beginning Saturday, May 7, and running for twenty-four (24) consecutive Saturdays including Saturday, October 15.
- b. The Village shall place and remove the Downtown Downers Grove Market directional signs on the public rights-of-way in the Village.
- c. The Village shall make available Parking Lot B on the days the Downtown Downers Grove Market is scheduled, subject to construction conditions, however such location may not be available during certain special events.
- d. The Village shall place a temporary Downtown Downers Grove Market sign and a "No Dogs Allowed" sign at each of the three entrances to Parking Lot B each week, prior to the start of the event and remove these signs its conclusion each week.
- e. The Village shall post a sign at the entrance of parking lot B stating no parking 2:00 am – 2:00 pm on Saturdays.
- f. The Village shall make available a 100 foot extension cord each week, however such equipment may not be available during certain special events. The Village shall notify the YMCA if another conflicting event is scheduled.
- g. By 7:00 am, the Village shall bring to the parking lot tables and chairs and then return them at their convenience between 12:30 and 1:00 pm.
- h. By 7:00 a.m. the Village shall have available the power cables and electrical distribution panels required for the adequate provision of electricity to vendor booths, however such equipment may not be available during certain special events.
- i. The Village reserves the right to restrict or prohibit any behavior that the Village deems to be objectionable, in conflict with the nature of the Downtown Downers Grove Market, or threatens the public health, safety, or welfare. Nothing herein shall require the Village to take any action or create any liability for failure to act.
- j. The YMCA shall pay for all personnel, services, supplies and equipment costs incurred by the Village not to exceed \$8,640. The Village shall invoice the YMCA for these costs

within thirty (30) days of the conclusion of the final 2011 Farmer's Market. The Village will work cooperatively with the YMCA to identify and implement cost savings measures related to Village expenses.

k. For the June 25, 2011 Market, the Village of Downers Grove shall make Main Street (from Curtiss to Grove) available. The YMCA shall pay for all personnel, services, supplies and equipment costs incurred by the Village for this location not to exceed \$540. The Village shall invoice the YMCA for these costs within thirty (30) days of the conclusion of the final 2011 Farmer's Market.

All services detailed in Paragraph 2 shall be provided to the YMCA by the Village.

3. INDEMNIFICATION

To the fullest extent permitted by law, the YMCA shall indemnify the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the YMCA, its employees, or its agents. The YMCA shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any final and unappealable judgment shall be rendered against the Village in any such action, the YMCA shall, at its own expense, satisfy and discharge the same.

4. ASSIGNMENT OF RIGHTS

The YMCA's interests, rights, obligations and responsibilities under this contract may not be transferred or assigned without the prior written consent of the Village.

5. CANCELLATION OR SUSPENSION OF THE FARMERS' MARKET

This agreement may be canceled by the YMCA or the Village by providing thirty (30) day written notice to the other party.

The Downtown Downers Grove Market may be canceled or suspended by the Village without notice in the event of threat to the public health, safety, or welfare, as may be determined in

the sole discretion of federal, state or local officials charged with making such determinations. The Village shall not be liable to the YMCA for any losses incurred by such a cancellation or suspension.

6. GOVERNED BY ILLINOIS LAW

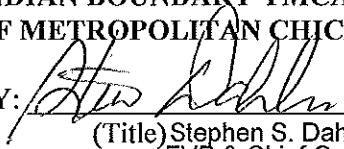
Illinois law shall govern the performance and interpretation of this agreement.

7. ILLEGAL OR UNENFORCEABLE PROVISION OF THE CONTRACT

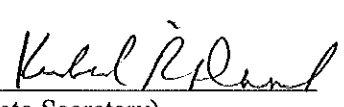
In the event that any provision, term or part of this contract shall be determined by any court of competent jurisdiction to be illegal or unenforceable for any reason whatsoever, the remaining portions of this contract shall remain valid and enforceable between the parties in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed as of the date first written above.

INDIAN BOUNDARY YMCA OF THE YMCA
OF METROPOLITAN CHICAGO

BY: 

(Title) Stephen S. Dahlin
EVP & Chief Operating Officer

 ATTEST: 

(Corporate Secretary)

VILLAGE OF DOWNERS GROVE

BY: _____
Mayor

ATTEST:

Village Clerk

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Indian Boundary YMCA
Downers Grove Downtown Market
MARKET VENDOR AGREEMENT

THIS DOWNTOWN MARKET VENDOR AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, by and between _____, a [_____ corporation/individual residing in _____] ("Vendor"), and the Indian Boundary YMCA, an operating center of the YMCA of Metropolitan Chicago, a not-for-profit association constituted pursuant to special acts of the Illinois legislature ("YMCA").

WITNESSETH:

WHEREAS, Vendor is in the business of selling wholesome unused products directly to market and has applied to the YMCA to participate in the Downtown Downers Grove Market (Downtown Market) by submitting an Application (the "Application"); and

WHEREAS, YMCA is organizing the Downtown Market and is willing to provide space to Vendor, and Vendor desires to participate in the Downtown Market, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. Duties of Vendor. During the Term, Vendor shall:

(a) Sell wholesome unused products at the booth operated by Vendor ("Booth") at/in the Downtown Market location determined by the YMCA, which location may be changed in the YMCA's sole discretion. Vendor agrees to comply with all terms and conditions contained in the Application, which is incorporated herein by this reference;

(b) Open and operate the Booth on the days indicated in the Application for the duration of the Downtown Market or for each such day indicated; Set up time is between 5:00 a.m. and 6:45 a.m. **Vendors with trailers/truck parking must have their vehicle in position by 6:15 a.m... All other vendors must have their vehicles out of the lot by 6:45 a.m.** No vehicles are allowed after 6:45 a.m. Vendors may not take down booths before closing, 12:30 p.m. No vendor may enter or exit the lot with his/her vehicle before 12:45 p.m.

(c) Provide all staff necessary for the efficient operation of the Booth. While at the Downtown Market, Vendor's personnel shall comply with all policies and procedures and other requirements set forth in the Application;

(d) Not operate or allow the Booth to be operated in a way that violates any law, statute, regulation, rule, ordinance or order (including, but not limited to, environmental, health and safety laws and regulations and the Americans with Disabilities Act);

(e) Obtain and pay for any licenses and/or permits required to perform the services and for the payment of all taxes, fees and other costs associated with the operation of the Booth. Vendor's services and products shall comply with all federal, state, county and municipal laws, ordinances, rules and regulations. Vendor shall provide YMCA prior to the Term a current, valid food certification from the DuPage County Department of Health and any other business license or food service certification, necessary or desirable to participate in the Downtown Market;

(f) Keep the Booth and the equipment, including the tables, chairs and floor in a clean and sanitary condition in accordance with guidelines of state and local health departments and general cleanliness standards. Vendor shall dispose of all garbage and remove the Booth and all contents at the end of each Downtown Market. Vendor shall provide its own cleaning supplies for the purposes hereof;

(g) Park your vehicle in an off-site parking lot. Parking near the market is reserved for patrons/customers.

(h) Vendors are responsible for payment for all days Vendor commits to. This includes rain dates and no-show dates. **Any changes in schedules must be received via email by 5:00 p.m. Wednesday of the Saturday market;**

(i) Your booth space is approximately 10 X 10. You are required **to erect a tent and to provide professionally done signage for your booth.** We recommend you list business name and phone, email or website address; and

(j) Only products agreed upon in your contract/agreement may be sold. For example, fruit vendors should sell only fruit. Cross selling is unfair to other vendors. Any exceptions need prior approval from the market directors.

2. Duties of YMCA. During the Term, YMCA shall:

(a) Furnish to Vendor, the use thereof except as set forth in the Application, (i) space to place the Booth; and (ii) the electricity requested by Vendor in the Application; and

(b) Provide such coordination and other services as set forth in the Application.

3. Fees. Vendor shall promptly pay such fees and penalties as set forth in the Application.

4. Term. The term of this Agreement shall commence on May 7, 2011 and terminate on October 15, 2011 (the "Term"), unless terminated earlier as set forth below.

5. General Indemnity. To the maximum extent permitted under applicable law, Vendor agrees to protect, indemnify, defend (with counsel acceptable to YMCA) and hold harmless the YMCA from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the YMCA (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against the YMCA (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of the Vendor at, on or about the Downtown Market, (ii) any product or service sold or distributed at the Downtown Market; and/or (iii) any breach or violation of this Agreement on the part of Vendor. This indemnification shall include, but not be limited to, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

6. General Waiver and Release. Vendor has not relied and will not rely on, and YMCA is not liable for, any express or implied representations, guarantees, warranties (including, without limitation, any warranties of fitness for a particular use or purpose) of any kind made or furnished by the YMCA or any party purporting to act on behalf of any of the YMCA, to whomever made or given, directly or indirectly, orally or in writing, as to the condition or repair of Downtown Market space or compliance thereof with

any laws, and no agreements to make any alterations, repairs or improvements in or about the space have been made by or on behalf of YMCA. To the fullest extent permitted under applicable law, Vendor hereby waives any and all Claims against the YMCA, and fully and forever releases the YMCA, for any Losses suffered or incurred by Vendor in connection with the Downtown Market.

7. Insurance. Vendor agrees throughout the Term to procure and maintain, at its expense, in companies reasonably acceptable to YMCA, the following types of insurance (or such other amounts or types of policies as YMCA shall reasonably require from time to time) naming YMCA as an additional insured:

(i) public liability insurance with \$1,000,000/\$2,000,000 limits of liability;

Or

(i(a)) umbrella liability with a limit of not less than \$2,000,000;

And

(ii) workers' compensation insurance as required by law at statutory amounts but in no event less than \$1,000,000 per accident or disease.

Vendor shall furnish to YMCA certificates evidencing such coverage, which certificates shall state that such insurance may not be materially reduced or materially changed without thirty (30) days prior written notice to Vendor and YMCA. Proof of insurance must list the YMCA of Metropolitan Chicago as an additional insured.

8. Termination. The Booth may be closed by the YMCA at any time or from time to time if in the reasonable opinion of the YMCA it is necessary for the health or safety of the public. The YMCA may allow Vendor to reopen the Booth if, in its sole discretion, Vendor has remedied the reason or reasons that the Booth was closed. If the deficiency is not remedied to the sole satisfaction of the YMCA in the time determined as appropriate by the YMCA, the YMCA may terminate this Agreement immediately by written notice to Vendor. With or without cause, either party may terminate this Agreement if it has given at least thirty (30) days prior written notice to the other of its intent to terminate. The parties shall deal with each other in good faith during the thirty (30) day period after any notice of termination has been given. Vendor's obligations in this Agreement concerning taxes, indemnification, waiver and release, authority, and use of trade names shall survive termination or expiration of this Agreement.

9. Limitation of Liability. Neither party will be liable for incidental, special, or consequential damages, including for the loss of profits or other economic damages, even if advised of the possibility of such damages. This limitation will apply regardless of the form of action, whether in contract or not, including negligence.

10. Use of Name. Vendor acquires no rights under this Agreement to use, and shall not use, YMCA's name or any of YMCA's marks or logos (either alone or in conjunction with or as part of any other word or name): (a) in any advertising, publicity, or promotion except to identify the location of the Booth; (b) to express or imply any endorsement by YMCA of Vendor's services to third parties; or (c) in any other manner whatsoever, without the prior written approval of YMCA.

11. Relationship of the Parties. Vendor is participating in the Downtown Market only for the purposes and to the extent set forth in this Agreement and Vendor's relationship to the YMCA shall, during the Term, be that of an independent contractor. Accordingly, Vendor shall not withhold, from sums

becoming payable to YMCA hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security). Taxes and employees of one party are not entitled to any of the benefits that the other party provides for its own employees. Vendor has no authority to enter into contracts or agreements on behalf of YMCA.

12. Force Majeure. Except to the obligation to make any payment hereunder, neither YMCA nor Vendor shall be held liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disturbance, sabotage, weather and energy related closing, governmental rules or regulations or similar causes beyond the reasonable control of such party.

13. Entire Agreement. The terms, provisions, covenants and conditions herein and in the Application contained constitute the entire agreement between YMCA and Vendor and may not be altered, modified or amended except by a subsequent writing signed by both parties.

16. Severability. In the event any term, provision, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, provision, covenant or condition herein contained.

17. Headings/Waiver. Any heading are solely for convenience and shall not be considered in the interpretation of this Agreement. A waiver of any failure or default under this Agreement shall neither be construed nor constitute a waiver of any subsequent failure or default.

18. Controlling Law. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Illinois.

19. No Third Party Beneficiaries. Vendor and YMCA agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this License nor any of the rights and privileges conferred herein.

20. No Assignment by Vendor. This Agreement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns; provided, however, Vendor acknowledges that this Agreement is personal to Vendor and that Vendor shall have no right to assign all or any portion of its right, title, interest or obligation in this Agreement or under this Agreement without the prior written consent of YMCA, which consent may be granted or withheld by YMCA in its sole and absolute discretion.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

(Vendor Name—please print)

(Business Name—please print)

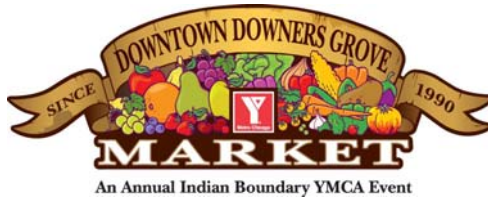
(Signature)

Date:_____

YMCA OF METROPOLITAN CHICAGO
Indian Boundary YMCA

By:_____

Date:_____



Downtown Downers Grove Market and Vendor Application 2011

Owners Name: _____

Business Name: _____

Street Address: _____

City: _____ State: _____

Zip Code: _____

*Daytime Phone: _____ Work: _____

Cell Phone: _____ Fax: _____

*E-mail: _____

*Must be completed

Sales Tax Identification (Provide one of the following)

_____ State Tax ID

_____ Fed Tax ID

_____ Social Security Number **or** letter from the State of Illinois confirming this business is exempt from sales tax.

Full description of the product(s) you will be selling. The market committee reserves the right to limit new product to reduce product abundance and vendor competition.

Space: Each booth is 10 x 10. How many booths would you like to contract for? _____

On-site vehicle parking is limited to just a few vendors, primarily those who need refrigeration or the fruits and vegetable vendors with a large inventory. If you feel you qualify, please share your requirements here.

Vehicle; Van _____ Truck _____ Size (by feet) _____

Request for Electricity _____ **yes** _____ **no** *You will likely need your own extension cord. **There is a slight surcharge or \$2.00 per week for electricity.*** Electricity is needed for the following equipment

Anticipated Dates---For planning purposes, please share with us your best guess for when you will sell at the market. This agreement does not lock you in. When you sign the final contract, you will commit to dates.

_____ Saturday, May 7
_____ Saturday, May 16
_____ Saturday, May 21
_____ Saturday, May 28
_____ Saturday, June 4
_____ Saturday, June 11
_____ Saturday, June 18
_____ Saturday, June 25---Please note due to Rotary Grovefest, the market location is likely to change this week
_____ Saturday, July 2
_____ Saturday, July 9
_____ Saturday, July 16
_____ Saturday, July 23
_____ Saturday, July 30
_____ Saturday, August 6
_____ Saturday, August 13
_____ Saturday, August 20
_____ Saturday, August 27
_____ Saturday, September 3
_____ Saturday, September 10
_____ Saturday, September 17
_____ Saturday, September 24
_____ Saturday, October 1
_____ Saturday, October 8
_____ Saturday, October 15

Vendor Signature_____Date_____

Just a reminder....Your application will be reviewed by the market committee. Your application alone is not a guarantee for acceptance into the market. The market committee will make the final determination of products to be sold.

Please email to marketintern@ymcachgo.org

or mail to

Market

Indian Boundary YMCA

711 59th Street

Downers Grove, IL 60516

Downtown Downers Grove Market

Thank you for your interest in our Downtown Downers Grove Market. The Indian Boundary YMCA has been conducting the Market with the Village of Downers Grove for more than 18 years. In the past few years, we have earned the reputation as one of the top markets in DuPage County.

What's New?

The Market committee has been busy planning the 2011 season. This is a list of what is new this year.

1. We hope **to expand onto the pedestrian walk up area** on the south side of the station. Any potential vendors you can refer that might offer new and unique product are appreciated.
2. For the safety of our customers, **no vehicles are allowed into the market after 6:45 am., and no vehicles may enter/exit the market before 12:45 pm.**
3. Rotary Downers Grove Fest is negotiating with the village. **This event may require that we relocate to the YMCA the last Saturday in June.** We will keep you abreast of any changes.
4. We will offer 2010 rates in 2011. **There is no fee increase.**
5. The Lemon Tree grocery store is now open and condos continue to fill. These additions may increase Market attendance!
6. We will work to schedule themed weeks and more activity for market customers.
7. We are working on a Downtown Downers Grove market brochure, listing our market vendors. Advertising space will be available if you want to include an ad beyond your name, product, and contact information.
8. Rotary Grove Fest is scheduled for the weekend of June 24-26. It is highly likely that the market will relocate on the 25th.

Application Instructions

1. Read the entire application. You will be required to sign the application indicating you agree, understand and are responsible for the content in the application.
2. Fill out application completely.
3. Sign and date application.
4. Make a copy of the application and keep for your records.
5. All food vendors must have proper certifications from the *DuPage County Department of Health*. Please contact Giordan Kaplan, 630-221-6113, gkaplan@dupagehealth.org for any/all necessary applications and information. We will require proof of completed forms and payments made before set up is allowed.
6. All out of state vendors bringing in fruits, vegetables or plants of any kind must also contact *The Illinois Department of Agriculture* at (815)787-5476.
7. E-mail (or send) completed application by March 15, 2011 to Market Intern. Indian Boundary YMCA, 711 E. 59th Street, Downers Grove, IL 60516 or marketintern@ymcachicago.org

All applicants will receive an email acknowledgement of receipt of the application and eligibility status. Vendors that are deemed eligible for participation will receive written confirmation and a contract will be sent to you. Competition is encouraged and controlled at the discretion of The Downtown Downers Grove Market Committee. Please email marketintern@ymcachicago.org or btaylor@ymcachicago.org, if you have any questions or concerns. If you do not receive a reply from your application within two weeks of mailing please call the YMCA at (630)929-2408.

Proof of insurance must be submitted with the final vendor agreement--Vendor agrees throughout the term to procure and maintain, at its expense, in companies reasonably acceptable to YMCA, the following types of insurance (i) public liability insurance with \$1,000,000/\$2,000,000 limits of liability, or an umbrella liability with a limit of not less than \$2,000,000; and (ii) workers' compensation insurance (if you have employees) at statutory amounts but in no event less than \$1,000,000 per accident or disease. **The YMCA of Metropolitan Chicago must be named as an additional insured:** Vendor shall furnish

to YMCA certificates evidencing such coverage, which certificates shall state that such insurance may not be materially reduced or materially changed without thirty (30) days prior written notice to Vendor and YMCA

Market Information

Dates: Saturdays 7:00 a.m. until 12:30 p.m. May 7 through October 15.

Location: Downers Grove train station parking lot (South Lot) off Burlington Avenue.

Water, Electricity, Toilets: Electricity, although limited, is available. There is no access to water. Public toilets are available in the train station.

Booth Requirements: Vendors must provide their own tents and display tables. Vendors must furnish signage for their booths, listing at a minimum the Vendor's name (business), town and contact information.

Booth Information: A single booth or space is 10 feet wide by 10 feet deep. The boundary of the booth will be defined by the tent poles of the adjacent booth or by measured spaces provided by Market Committee. Vendors must keep all goods within the boundaries of such vendor's booth or designated spaces. **No goods or tables will be allowed to extend beyond the boundaries provided and agreed upon.** On certain occasions and with pre-approval from the Market Committee a vendor will be allowed to extend and display goods in front of their designated spaces.

Time Commitment: Space is available on a full time (19-24 weeks) or part time (individual dates/vendor missing more than six dates during a season) basis. Full time vendors will be given prime booth spaces, consistency spaces from week to week and incentive pricing. We will do our best to provide regular part time vendors with consistent spaces. Irregular vendors will be allowed space as space is available.

Cancellation Policy: Full and part time vendors are responsible for payment for all days Vendor commits to. **This includes rain dates and no-show dates.** Any changes in schedules must be received via email marketintern@ymcachicago.org by 5:00 p.m. Wednesday of the Saturday market. The YMCA does not offer refunds for cancelled or missed dates. Exceptions may be made in the event of documented emergencies.

Vendor Eligibility. The Indian Boundary YMCA welcomes applicants from all businesses that provide wholesome unused products that primarily are sold directly to market. Origin of produce must be clearly displayed during all market hours. Vendors who are unable to demonstrate or directly sell their product at market should not apply. The market is not to be used as a business expo, downline recruiting event, or home party lead generator. Applicants will be screened and selected based on product appropriateness, market density and past participation. Selected applicants must submit all requested information/documentation and payments to be considered for eligibility. All decisions regarding eligibility of a vendor for participation will be made solely at the discretion of the market committee and are not contestable by the vendor. All applicants will receive an email response stating such applicant's eligibility or ineligibility to participate in the Downtown Market and when appropriate, a confirmation for the market dates that the applicant has requested. Eligible vendors are responsible for all payments and confirmed dates as well as for the conduct of all persons working in such vendor's booth(s) and may not share or sublet such vendor's booth(s).

Full Time Vendor: A vendor that commits to attending the entire season (at least 19 of the 24 dates—paid in full). Full time vendors are required to pay either in full or in three installments and are eligible for incentive pricing (**\$20.00 per booth space**). Pending anything unforeseen, full time vendors will be designated the same spaces each week. **There is a \$2.00 surcharge per week for vendors using electricity.**

Part Time Vendor: A vendor that commits to 18 or fewer weeks is considered part time. Although we will do our best to provide consistency in booth location, the location may change from week to week. Part time vendors pay **\$22.00 per booth, per week if paid in full or \$25 per booth at the gate**. An installment option is also provided. There is a **\$2.00 surcharge per week for vendors using electricity.**

Vendor Restrictions: The Downtown Market Committee reserves the right to limit the number of booths rented to a vendor or to limit the participation of a vendor at its sole discretion, and such decision shall not be contested by the vendor. Vendors must be ready to sell at the opening time (7:00 a.m.) of the market and must maintain a presence in their booth until the ending time of the market (12:30 p.m.). **For the safety of our customers, no vendor may bring a vehicle into the market after 6:45 nor drive their vehicle out of the lot before 12:45.** Vendors will be banned from the market after the third event of arriving late or leaving early and will forfeit any payments made for the market. There is ample parking north of the railroad tracks. Parking is free for market vendors.

The Illinois State Sales Tax Number must be displayed prominently in any market stall from which goods are being sold. **Application for a State of Illinois Sales Tax Number may be obtained by contacting the Illinois Department of Revenue at 1 800-732-8866.**

Cleanliness: Delivery trucks and any other equipment used for transportation or display shall be kept clean at all times. No unwholesome or spoiled articles may be offered for sale. Prior to leaving the market, sellers must remove all waste and refuse from their market space.

Enforcement of Rules: All decisions regarding eligibility of a vendor for participation will be made solely at the discretion of the Indian Boundary YMCA market committee. All applicants will receive a written response stating such applicant's eligibility or ineligibility to participate in the Market and when appropriate, a confirmation for the market dates that the applicant has been booked.

Eligible vendors are responsible for all payments and confirmed dates as well as for the conduct of all persons working in such vendor's booth(s) and may not share or sublet such vendor's booth(s). A vendor who feels penalized may appeal the decision to the Executive Director of the Indian Boundary YMCA.

Next Steps: Once the application has been submitted, vendors will be notified regarding eligibility. At that time the YMCA will send a contract. A signed contract, confirmation of dates, **proof of insurance**, and any Department of Public Health licenses must be submitted at that time.

EXHIBIT A
RULES OF DOWNERS GROVE
2011 DOWNTOWN DOWNERS GROVE MARKET

1. WHO MAY SELL

Any person may participate in the Downtown Downers Grove Market. (Such persons shall be referred to hereafter as "Vendor") provided that person or entity is selling an item allowed in Section 2, below, and further that the person or entity abides by these Rules.

2. WHAT MAY BE SOLD

The Indian Boundary YMCA welcomes applicants from all businesses that provide wholesome unused products that primarily are sold directly to market. Origin of produce must be clearly displayed during all market hours. Vendors who are unable to demonstrate or directly sell their product at market should not apply. Applicants will be screened and selected based on product appropriateness, market density and past participation. Applicants must submit all requested information/documentation and payments to be considered for eligibility

All food vendors must have proper certifications from the *DuPage County Department of Health*. Please contact Giordan Kaplan, 630-221-6113, gkaplan@dupagehealth.org for any/all necessary applications and information.

All out of state vendors bringing in fruits, vegetables or plants of any kind must also contact *The Illinois Department of Agriculture* at (815)787-5476

3. WHAT CANNOT BE SOLD

The market is not to be used as a business expo, downline recruiting event, or a home party lead generator. Please note that the Downtown Downers Grove Market Committee will determine if a particular item is, or is not, appropriate for sale at the market. The criteria for this judgment will be the degree to which the item(s) complements the existing array of products.

4. WHEN WILL GOODS BE SOLD

The market will be held every Saturday from May 7, 2011 until October 15, 2011 . The hours will be from 7:00 a.m. until 12:30 p.m. Vendors must be in place and no vehicular traffic will be allowed in or out during the selling hours, for safety consideration. Vendors are required to be out of the Village Lots by 3:00 p.m. each Saturday.

5. WHERE WILL THE MARKET BE HELD

The market will be held in Parking Lot B, located on the north side of Burlington Avenue, just east of the Main Street Railroad Station. Public restrooms will be available at the Main Street Train Station Building.

6. HOW IS SPACE RESERVED

Applications are emailed to all previous year vendors and the most recent version is posted on www.indianboundaryymca.org

Instructions to Vendors: Application Instructions

1. Read the entire application. You will be required to sign the application indicating you agree, understand and are responsible for the content in the application.
2. Fill out application completely.
3. Sign and date application.
4. Make a copy of the application and keep for your records.
5. All food vendors must have proper certifications from the *DuPage County Department of Health*. Please contact Giordan Kaplan, 630-221-6113, gkaplan@dupagehealth.org for any/all necessary applications and information. We will require proof of completed forms and payments made before set up is allowed.
6. All out of state vendors bringing in fruits, vegetables or plants of any kind must also contact *The Illinois Department of Agriculture* at (815)787-5476.
7. E-mail (or send) completed application by March 15, 2011 to Market Intern. Indian Boundary YMCA, 711 E. 59th Street, Downers Grove, IL 60516 or marketintern@ymcachicago.org

All applicants will receive an email acknowledgement of receipt of the application and eligibility status. Vendors that are deemed eligible for participation will receive written confirmation and a contract will be sent to you. Competition is encouraged and controlled at the discretion of The Downtown Downers Grove Market Committee. Please email marketintern@ymcachicago.org or btaylor@ymcachicago.org, if you have any questions or concerns. If you do not receive a reply from your application within two weeks of mailing please call the YMCA at (630)929-2408.

Insurance. Vendor agrees throughout the Term to procure and maintain, at its expense, in companies reasonably acceptable to YMCA, the following types of insurance (or such other amounts or types of policies as YMCA shall reasonably require from time to time) naming YMCA as an additional insured:

- (i) public liability insurance with \$1,000,000/\$2,000,000 limits of liability;
- Or
- (i(a)) umbrella liability with a limit of not less than \$2,000,000;
- And
- (ii) workers' compensation insurance as required by law at statutory amounts but in no event less than \$1,000,000 per accident or disease.

Vendor shall furnish to YMCA certificates evidencing such coverage, which certificates shall state that such insurance may not be materially reduced or materially changed without thirty (30) days prior written notice to Vendor and YMCA. Proof of insurance must list the YMCA of Metropolitan Chicago as an additional insured.

Next Steps: Once the application has been submitted, vendors will be notified regarding eligibility. At that time the YMCA will send a contract. A signed contract, confirmation of dates, **proof of insurance**, and any Department of Public Health licenses must be submitted at that time.

7. MARKET INFORMATION

Dates: Saturdays 7:00 a.m. until 12:30 p.m. May 7 through October 15.

Location: Downers Grove train station parking lot (South Lot) off Burlington Avenue.

Water, Electricity, Toilets: Electricity, although limited, is available. There is no access to water. Public toilets are available in the train station.

Booth Requirements: Vendors must provide their own tents and display tables. Vendors must furnish signage for their booths, listing at a minimum the Vendor's name (business), town and contact information.

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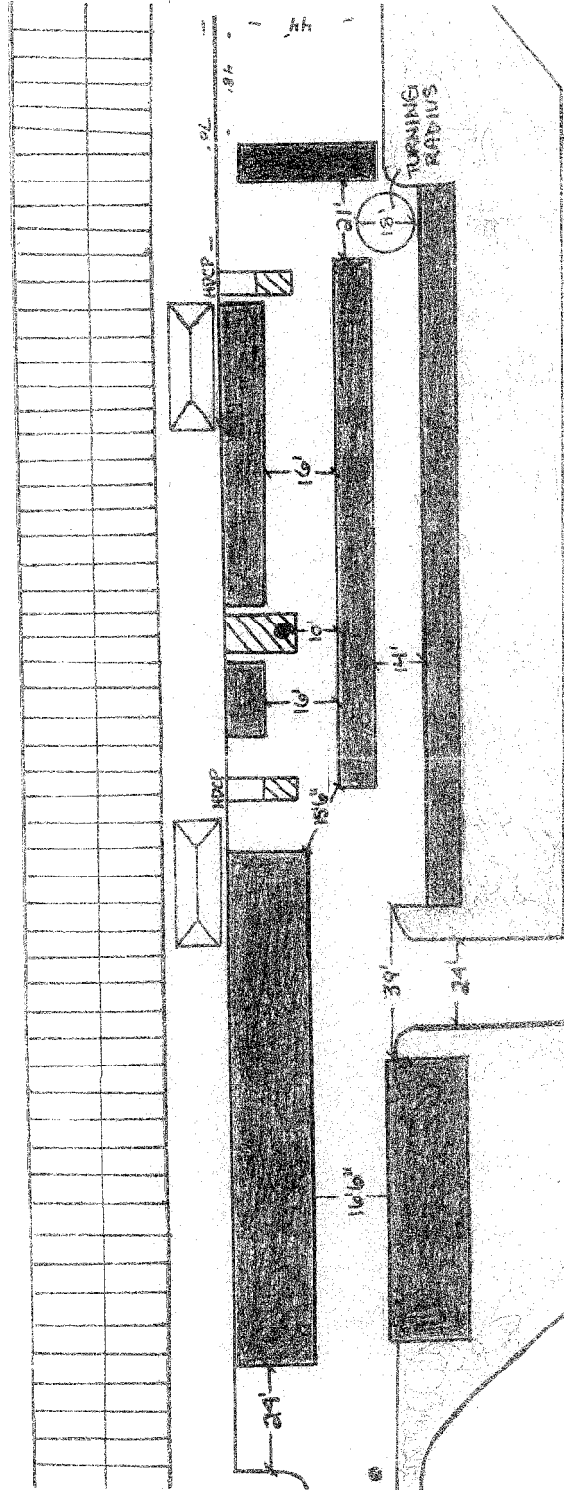
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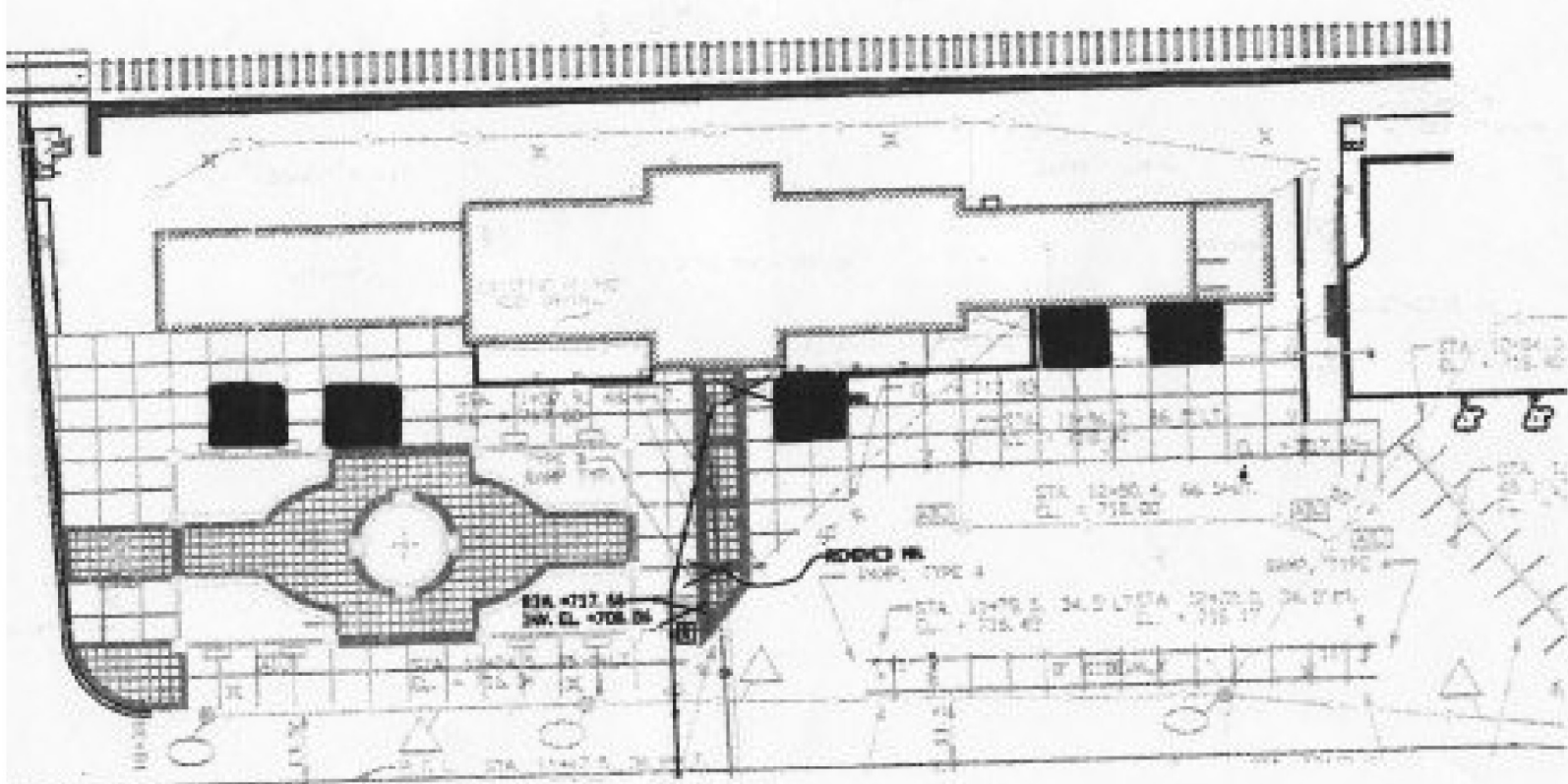
WARREN AVE.

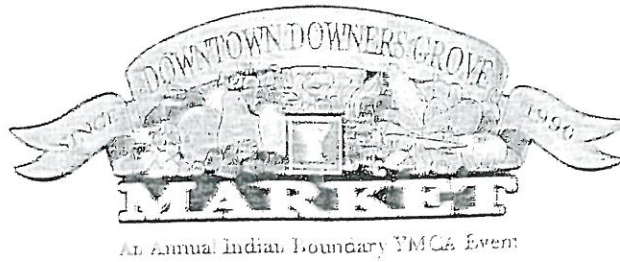


4-6 Booths planned in & around train station

DIDG MARKET - NOT TO SCALE

BURLINGTON AVE.





2-17-11

Village of Downers Grove

Attn: Jeff O'Brien

Re: Alternate site for Downtown DG Market
Saturday, June 25th

Jeff:

Please see the attached request to have the Market moved to an area on Main Street for this date as a response to the Grove Fest using our normal space in the train station parking lot.

I have attached a map, scaled diagram and comments relative to using this space.

Please consider:

1. This site has the unanimous support of the DG Downtown Board of Directors, the Downtown Marketing Committee and the Indian Boundary Y.
2. The plan does not cause Curtiss, Grove or Maple Streets to be closed.
3. It provides the best option for vision and continuity in conjunction with the Grove Fest and Craft Fair events.

Simply, we request use of approximately 380 feet of Main Street beginning approximately 10 feet south of Curtiss and continuing southward with the south boundary being the southern wall of the 5207 medical building. This would also permit that lot to be open for medical offices, etc for the morning.

Our event will begin "construction" at 4:30 a.m. and will be cleared by 1:00 p.m. We will use one side of Main Street (likely the west side to easier accommodate limited electrical use); we would like to use the parking lot on the northeast corner of Maple and Main for vendor parking. That lot can then be used for event parking for any remaining open spaces.

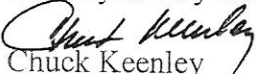
Additionally, please note the following:

1. *Our expense* should be limited to the typical Saturday expense...garbage cans provided along with Market parking signage and electrical cable.
2. A *water washing station* will be available on Main Street, just north of Curtiss, provided by Rotary.

3. *Bathroom facilities* will be installed in Fischel Park, in addition to nearby coffee shops, etc.
4. *Electrical* needs should be available at Pocket Park.
5. *Vendor spacing* will be supervised by Marta Cullen...Main Street is approximately 48 feet wide and we are creating a plan that will allow for ample pedestrian walkspace in the Market area.
6. *Volunteer staffing* will be increased – we will have additional staffing to assist with entry points and ease of traffic flow so that the Market is set up in an orderly fashion. All vendors will be given a route map as to entering/exiting the Market for set up and take down.

Marta Cullen and I will be available at your request to meet and answer any questions that are presented.

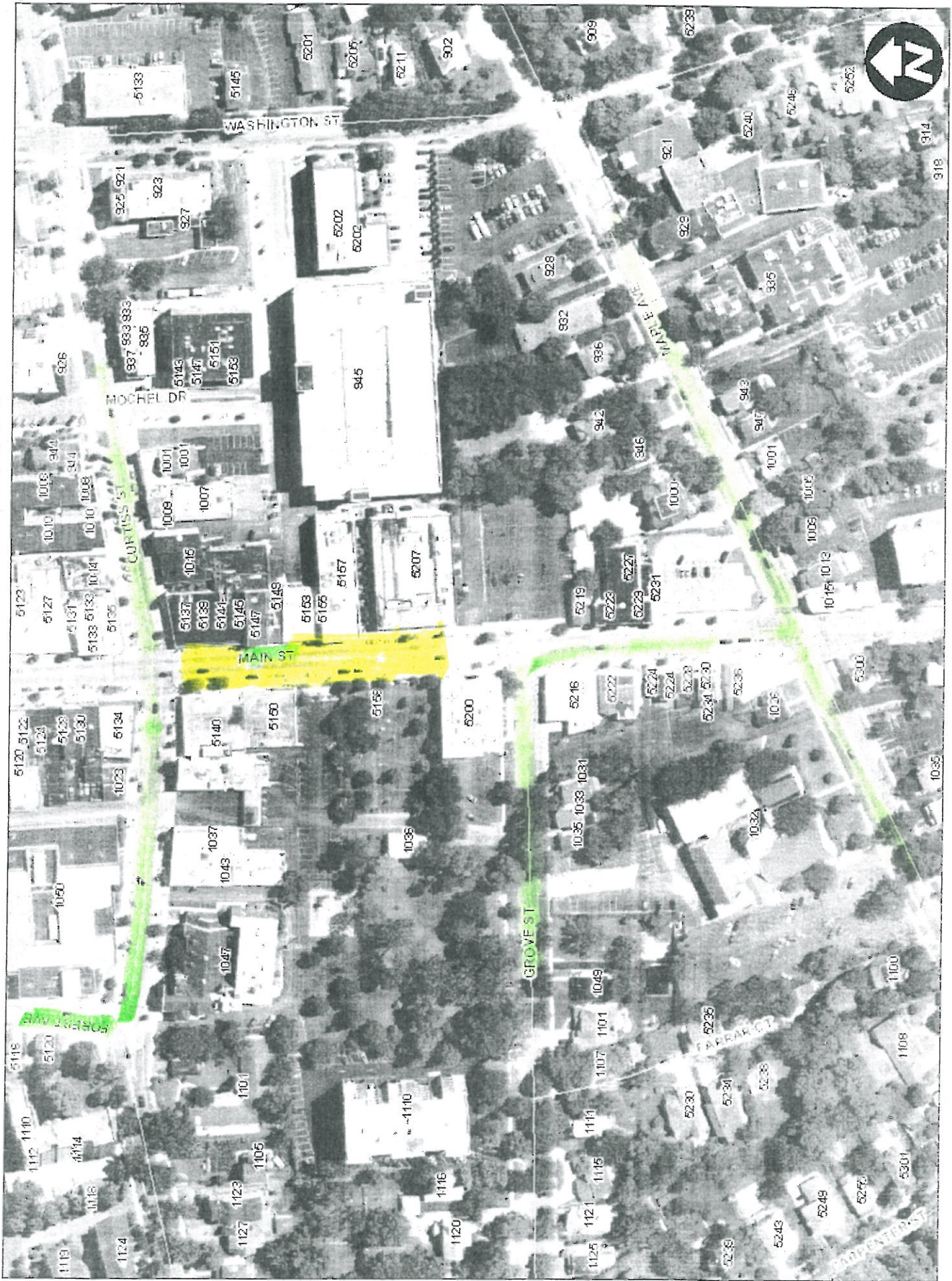
Thank you very much for your consideration.


Chuck Keenley

Downtown Downers Grove Market Committee

c.c.: Barb Taylor, Director, Indian Boundary Y
Marta Cullen, Market Committee

Downtown Downers Grove





CURTISS

CURTISS

MAIN ST

- 380' -

- 48' -

PED. X WALK

GROVE ST

↑
175



5207
PARKING LOT

← 150 →

Downtown Downers Grove Market

Preliminary Map of June 25 market
Indian Boundary YMCA
48ft x 380 ft

Yellow = Vendor Booths
Green = Trucks
Blue = Electricity

We have 67 vendors signed up for this week
We could take a few more but will cap out at 76

Curtiss Street		10 ft	10 ft	18 ft	10 ft
E L E C T R I C I T Y					39
		Lil Mad	38		40
		Lil Mad	37 M		41
		Bello Tea	36 A		42
		Amy Choc	35 I		43
		Thai	34 N		44
		It Taste	33		45
		Milks	32		46
		Nu Crepes	31 S		47
		Two Bakers	30 T		48
		Lemon	29 R		49
		Cheese	28 E		50
		Coffee	27 E		51
		Coff	26 T		52
		Jake	25		53
			24		54
			23		55
			22		56
		Staff of Life	21		57
			20		58
		N. Wickert	19		59
			18		60
			17		61
			16		62
			15		63
			14		64
		Windy Acres	13		65
			12		66
			11		67
		Lange	10		68
			9		69
			8		70
			7		72
		Morlock	6		72
			5		73
			4		74
			3		75
		Kaps	2		76
			1		
Grove Street					

**Downtown Downers Grove Market
Indian Boundary YMCA**

Revenue

Carts
Booth Rental
Shopping Bags

\$37,436

Expenses

EBERSOLD	Shopping Bags	\$388.75
MUSICIAN	Starter tips	\$85.00
Constant Contact	Email communication	\$72.00
Ebersold	placards	\$157.30
Fast Forward Design	Signs for market carts	\$75.00
Staff reimbursement	Carts and misc.	\$391.37
Staff reimbursement	Table, sign, misc.	\$354.95
E Z DIRECT (PC EXPENSE)	Tent parts	\$105.86
IMAGE PLUS	BANNER	\$1,103.00
Year end luncheon w/ vendors		\$694.00
Village man power		\$4,725.00
Total		\$8,152.23

\$8,152.23

Net Proceeds

\$29,284.11

Downtown Downers Grove YMCA Market Report
Submitted to the
The Village of Downers Grove

The 2010 Downers Grove Downtown Market, jointly sponsored by the YMCA and the Village of Downers Grove was a success. The volunteer team of Marta Cullen, Chuck Keenley, Jay Turner, Rob Surrrusco, and Al Allphin with help from the YMCA executive director, Barb Taylor is pleased to submit this year-end report.

This was the third year of the market's shift from a *true* farmers market to a downtown market. Our patrons have adjusted and their feedback is overwhelmingly positive. We continue to recruit new vendors, attract new customers and create a greater presence in the downtown area. Saturday morning in Downers Grove is bustling with activity and really is "the place to be".

Throughout the year, we receive numerous calls from prospective vendors and have felt comfortable with our filter: product only; local vendors first and whenever possible produce/products/foods/arts must be grown, designed, crafted, or manufactured locally. Our vendors tell us we have one of the best markets around.

We continue to receive high rates of satisfaction from our vendors. For them, the market has become a community of support and friendship. The Market attracts a number of regulars, some part time and a few periodic vendors. We designed a pricing structure to incentivize full-time participation. Sixty-nine vendors participated in the 2010 market. Eighty-one booths were available to vendors each Saturday and many vendors contracted for more than one booth. In addition to fruits, vegetables, flowers, specialty foods, coffee, tea and baked goods, a variety of craft, jewelry, soap, and woodworking vendors were present. At summer's end, we hosted a luncheon for our market vendors. Over 70 vendors (and staff) attended. Throughout the summer we sent weekly e-newsletters to vendors using Constant Contacts. Newsletters kept vendors informed and allowed us to promote specific initiatives and do a bit of problem solving.

The little *extras* help make our market a destination place. We continued to recruit and host local musicians who drew their own audience to the market. Board member, Guy Cummings and vendors, The Lemon Tree and Yuppie Hill Farms conducted food demonstrations and sampling for market-goers. The Party Trailer became a gathering place promoting the YMCA mission and program activities. Our YMCA fitness staff hosted several fitness class demonstrations and encouraged patrons to participate. Santa visited in October to encourage patrons to do their holiday shopping at the market. The Blood Mobile came twice to make giving blood incredibly convenient and students from Midwestern University arrived to conduct blood glucose screenings and advised on diabetes prevention and intervention.

We encountered a few challenges this year. It rained during at least one-third of our Saturdays, reducing crowds, although one of our long-time vegetable vendors made a point of saying "we love the Downers Grove market: our customers come out even in the rain". We also for the first time incurred cost from the Village of Downers Grove for staff time. We adjusted our

market fees accordingly to cover the costs. We appreciate the staff who worked closely with us to keep these costs to a minimum and to explore alternatives for time and tasks.

Our records show income from booth rental and cart advertisement at **\$37,436**. Expenses included additional signage (banners), new cart purchases, advertising placards, music, vendor lunches, village personnel costs and miscellaneous supplies totaling **\$8,338.30**. The net proceed for the 2010 Market was **\$29,284**. This year, the market proceeds were used to **fund program enhancement, and to provide financial assistance for children and families to participate in YMCA programs and membership.**

To help keep costs low and to run the market efficiently, we use a number of volunteers. This year we were fortunate to bring in an intern who was instrumental in securing vendors and completing the necessary paperwork. Between the business office, the YMCA executive director and the market co-chairs, we estimate approximately four hours of time each week spent on planning and processing market tasks. Each Saturday, our co-chairs, executive director, YMCA staff, YMCA board and member volunteers averaged 30 combined hours of volunteer time during set up, tear down and market hours. This, in addition to planning and weekly calls, equaled approximately 816 hours of staff and volunteer time. At an average allotment of a modest \$20 per hour, per volunteer, over 24 weeks, this equates to a \$16,320 value in volunteer time.

We will soon begin planning for 2010. We anticipate new leadership in 2011. Jay Turner, a YMCA board member and local realtor, who has faithfully manned the 6:00 a.m. set up shift, will take on a lead role as will Mario Olivi, a local merchant, market vendor and YMCA board member. We feel confident that Chuck Keenley, Marta Cullen, Rob Surusco and Al Alphin will also stay involved.

The YMCA once again thanks the Village of Downers Grove and the Village Council for its confidence in our ability to manage and run this market. We appreciate the support from the Community Development Department, led by Jeff O'Brien; the Communication's Department, led by Doug Kozlowski; the Public Works Department, led by Stan Balicki, Mike Baker, Dave Fieldman and the others who have contributed to the market's success.