

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**MARCH 6, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
2012 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 12 and October 20, 2012.

**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 conservative estimate for this event is \$7,740. The 2011 actual market costs were \$6,985.48.

**RECOMMENDATION**

Approval of the agreement on the March 6, 2012 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 Downtown Market on Village owned property. Two years ago, 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 slightly decreased from \$29,284.11 in 2010 to \$28,929.26 in 2011 for the YMCA. The attached report and recap from the 2011 Market provide additional information from last year's event.

For 2012, the Downtown Market will be conducted from May 12 to October 20. The 2012 event will be the same size and scope as the 2011 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 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.

In keeping with last year's event, the YMCA is requesting to keep the Market Downtown and move it to Main Street as part of the 2012 Grove Festival. Main Street would be closed between Curtiss Street and Grove Street on June 23, 2012. 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 Community Events Commission reviewed the event at their February 9, 2012 meeting. The Commission recommended unanimous approval of the event. Staff concurs with their recommendation.

**ATTACHMENTS**

Agreement

Downtown Downers Grove Market Rules 2012

Aerial Map

Downtown Downers Grove Market Temporary Use Application

2011 Downtown Downers Grove Market Report

**AN AGREEMENT BETWEEN THE VILLAGE OF  
DOWNERS GROVE AND THE INDIAN BOUNDARY YMCA TO  
JOINTLY CONDUCT THE 2012 DOWNTOWN DOWNERS GROVE MARKET**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, 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 2012 Downtown Downers Grove Market beginning Saturday, May 12 and running for twenty-four (24) consecutive Saturdays including Saturday, October 20. This agreement in no way guarantees the YMCA joint participation in the Downtown Downers Grove Market for future years.

b. The Temporary Use License Application/Event Proposal (Exhibit C) and Community Events Staff Report/Conditions (Exhibit D) are hereby incorporated into and made a part of this Agreement.

c. The YMCA shall comply with the Village's "Rules of the Downers Grove 2012 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.

d. At least one (1) representative of the YMCA shall be in attendance during the Downtown Downers Grove Market activities.

e. The YMCA shall implement the "Rules of the Downers Grove 2012 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.

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

g. 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.

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

i. In November 2012, the YMCA shall submit to the Village a Market Annual Report including a statement of all revenues and expenditures associated with the 2012 Downers Grove Market.

j. 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.

k. 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.

l. 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.

m. 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.

n. 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 2012 Downtown Downers Grove Market beginning Saturday, May 12, and running for twenty-four (24) consecutive Saturdays including Saturday, October 20.

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 at 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 \$7,740.00. The Village shall invoice the YMCA for these costs within thirty (30) days of the conclusion of the final 2012 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 23, 2012 Market, the Village of Downers Grove shall make Main Street (from Curtiss to Grove) available. 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.

**VILLAGE OF DOWNERS GROVE**

**INDIAN BOUNDARY YMCA OF THE YMCA  
OF METROPOLITAN CHICAGO**

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
(Title)

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
(Corporate Secretary)

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**EXHIBIT A**  
**RULES OF DOWNERS GROVE**  
**2012 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](mailto: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 12, 2012 until October 20, 2012. 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. The Market will relocate to Main Street Downers Grove during Rotary Grovesfest, the last full weekend in June.



## 6. HOW IS SPACE RESERVED

Applications are emailed to all previous year vendors and the most recent version is posted on [www.indianboundaryymca.org/downtownmarket](http://www.indianboundaryymca.org/downtownmarket)

### **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](mailto: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. 59<sup>th</sup> Street, Downers Grove, IL 60516 or [marketintern@ymcachicago.org](mailto: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](mailto:marketintern@ymcachicago.org) or [btaylor@ymcachicago.org](mailto: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 12 through October 20.

**Location:** Downers Grove train station parking lot (South Lot) off Burlington Avenue. The market will relocate to Main Street, during Rotary Grovesfest, the last full weekend in June.

**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, consistence 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](mailto: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 (**\$24.00 per booth space**). Pending anything unforeseen, full time vendors will be designated the same spaces each week. **There is a \$3.00 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 **\$27.00 per booth, per week if paid in full or \$30 per booth at the gate**. An installment option is also provided. There is a **\$3.00 surcharge per week for vendors using electricity.**

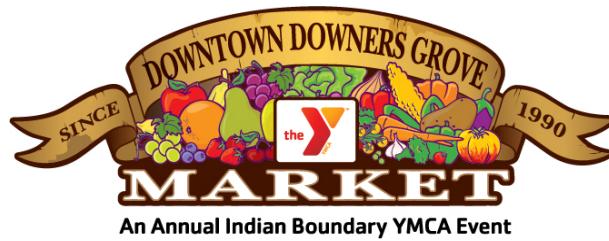
**Vendor Restrictions:** The Downtown Market Committee reserves the right to limit the number of booths rented to a vendor or to limit the participation of a vendor at its sole discretion, and such decision shall not be contested by the vendor. Vendors must be ready to sell at the opening time (7:00 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.



## Downtown Downers Grove Market and Vendor Application 2012

Owners Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

\*Daytime Phone: \_\_\_\_\_ Work: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\*E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

\*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 \$3.00 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 12
- \_\_\_\_\_ Saturday, May 26
- \_\_\_\_\_ Saturday, May 19
- \_\_\_\_\_ Saturday, June 2
- \_\_\_\_\_ Saturday, June 9
- \_\_\_\_\_ Saturday, June 16
- \_\_\_\_\_ Saturday, June 23---Please note due to Rotary Grovesfest, the market will relocate to Main Street. The
- \_\_\_\_\_ Saturday, June 30    Rotary Grovesfest will help us promote this change in location.
- \_\_\_\_\_ Saturday, July 7
- \_\_\_\_\_ Saturday, July 14
- \_\_\_\_\_ Saturday, July 21
- \_\_\_\_\_ Saturday, July 28
- \_\_\_\_\_ Saturday, August 4
- \_\_\_\_\_ Saturday, August 11
- \_\_\_\_\_ Saturday, August 18
- \_\_\_\_\_ Saturday, August 25
- \_\_\_\_\_ Saturday, September 1
- \_\_\_\_\_ Saturday, September 8
- \_\_\_\_\_ Saturday, September 15
- \_\_\_\_\_ Saturday, September 22
- \_\_\_\_\_ Saturday, September 29
- \_\_\_\_\_ Saturday, October 6
- \_\_\_\_\_ Saturday, October 13
- \_\_\_\_\_ Saturday, October 20

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@ymcachicago.org](mailto:marketintern@ymcachicago.org)  
or mail to  
Market Intern  
Indian Boundary YMCA  
711 59<sup>th</sup> 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 20 years. In the past few years, we have earned the reputation as one of the top markets in DuPage County with over 3,000 visitors during peak weeks.

### What's New?

The Market committee has been busy planning the 2012 season. This is a list of what is new this year.

1. There will be a fee increase this year to help off-set our increased cost to the village for public works staff and to help make the market a viable fund-raiser for the YMCA.
2. We hope to further 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.
3. For the safety of our customers, we will strictly enforce **no vehicles are allowed into the market after 6:45 am., and no vehicles may enter/exit the market before 12:45.**
4. We will work to schedule themed weeks and more activity for market customers.
5. Rotary Downers Grove Fest will be held Saturday, June 23rd. **This event may require that we relocate to Main Street.** We will keep you abreast of any changes.
6. We will decide on a Downtown Downers Grove market directory by March 12<sup>th</sup> and will contact you regarding advertising space if you want to include an ad in the directory.

### **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, 2012 to Market Intern. Indian Boundary YMCA, 711 E. 59<sup>th</sup> Street, Downers Grove, IL 60516 or marketintern@ymcachicago.org

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 by March 30<sup>th</sup>, 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 12 through October 20.

**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, but vehicle access down the aisles is a must!

**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, consistence 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](mailto: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, down line 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 (**\$24.00 per booth space**). Pending anything unforeseen, full time vendors will be designated the same spaces each week. **There is a \$3.00 surcharge per week for vendors using electricity.**

**Part Time Vendor:** A vendor that commits to 18 or fewer weeks is considered part time. A minimum of six confirmed markets is required. Although we will do our best to provide consistency in booth location, the location may change from week to week. Part time vendors pay **\$27.00 per booth, per week if paid in full or \$30 per booth at the gate**. An installment option is also provided. There is a **\$3.00 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.

**Parking:** There is ample parking north of the railroad tracks, west of Main Street and east of Washington. Parking is free for market vendors. At no time may vendors park on Mochel Drive or Burlington Avenue. These spots are reserved for customers. Vendors (or vendor employees) who consistently disregard this rule may be removed from the 2012 Market Schedule.

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**, which must be submitted at that time. A statement indicating you have checked with the Department of Public Works or the active DPH license.



**Indian Boundary YMCA  
Downers Grove Downtown Market  
MARKET VENDOR AGREEMENT**

THIS DOWNTOWN MARKET VENDOR AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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. on the Wednesday prior to 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 12, 2012 and terminate on October 20, 2012 (the "Term"), unless terminated earlier as set forth below.

5. General Indemnity. To the maximum extent permitted under applicable law, Vendor agrees to indemnify, hold harmless and defend the YMCA against any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments levied against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, except in the event of the sole negligence or willful malfeasance of any officer, agent or employee of the YMCA.

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, with companies reasonably acceptable to YMCA, and in addition to other insurance required by law, (i) general liability insurance with coverage (a) having limits not less than \$1,000,000 per occurrence and \$2,000,000

aggregate limits, and (b) extending to premises and operations liability, product liability, personal injury, and contractual liabilities (ii) workers compensation and employers liability insurance with minimum limits of \$500,000 (or statutory limit), and (iii) auto liability insurance covering any auto with minimum limits of \$1,000,000.

Vendor shall furnish the YMCA with a certificate(s) of insurance that (a) evidences the coverage described above, and (b) expressly names the YMCA of Metropolitan Chicago as an additional insured.

8. Termination. The Booth may be closed by the YMCA at any 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

YMCA OF METROPOLITAN CHICAGO  
Indian Boundary YMCA

\_\_\_\_\_  
Business Name—please print

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# 2012 Downtown Market



# 2012 Downtown Market Grove Festival Layout (6/23/12)



Village of Downers Grove  
Application for Temporary Use/Special Event Permit

Please submit this application and any additional materials to:  
Community Development Department  
801 Burlington Avenue, Downers Grove, IL 60515  
Ph: (630) 434-5515 FAX: 630-434-5572  
jobrien@downers.us

Please print clearly in ink

PART A: APPLICANT INFORMATION

Name of Applicant: YMCA OF METROPOLITAN CHICAGO

Address: 801 N. DEARBORN

City: CHICAGO State: IL Zip: 60610 Phone: 312 932 1200

Email: \_\_\_\_\_

Doing Business As (Name): INDIAN BOUNDARY YMCA

Is this business/organization a registered not-for-profit?  Yes  No  
If yes, please provide a copy of your NFP status.

Name of Business Manager/Event Contact: BARBARA TAYLOR

Address: 711 59TH STREET

City: DOWNERS GROVE State: IL Zip: 60516 Phone: 630-908-8400  
EX. 2408

Email: btaylor@ymcachicago.org

\*\*\*\*\*

PART B: EVENT INFORMATION

Name of Event: Downtown Downers Grove Market

Event Location: Downers Grove Train Station - Parking Lot

Description/Purpose of Event: To bring fresh fruits, vegetables, baked goods, meats, eggs, cheese, specialty goods and local arts to bring to the Downers Grove comm.

Date(s) Requested (month and day): May 12, 2012 -> October 20, 2012

Time of Event and/or Hours of Operation (Include for each day requested):

<u>All date</u>	<u>Set Up</u>	<u>5:30 - 7 am</u>
	<u>market</u>	<u>7 - 12:30</u>
	<u>Java Dam</u>	<u>12:30 - 2:00 pm</u>

Type of Event:

(Check one and continue with all questions in Parts B and D, unless otherwise noted.)

- Carnival Also complete Part C
- Circus Also complete Part C
- Live theatrical or musical performance on public right of way Also complete Part C
- Temporary sale of merchandise
- Road race: run/walk/or bike ride
- Festival/fair
- Public assembly/demonstration
- Other (please specify) —market
- Outdoor café
- Parade
- Block party

Check All Equipment That Will Be In Use:

- Tent/s: State the number that will be in use and size of each:  
10x10 - provided by market vendors

Must submit Certificate of Flame Resistance for each.

- Temporary sign/banner - provided by yma  
Only one sign per street frontage is allowed. Signs are limited to 32 square feet in size.  
Sign Ordinance (28.1501.05).

Text to be printed on the temporary sign

<u>INDIAN BOUNDARY YMA presents Downtown</u> <u>Downers Grove Market - M10 May through M10 October</u>
---

- Temporary seating
- Tables/Chairs: — provided by vendors  
Number proposed outdoors \_\_\_\_\_;  
State the total number of tables/chairs provided indoors \_\_\_\_\_
- Type of Restroom:  Portable  Located inside existing facility
- Public restrooms must be provided.**

- Temporary stage or other structure
- Amplifiers/sound system
- Electrical hook-up (Applicant is responsible for contacting JULIE to mark approved area.) — provided by Village P.W. Staff.
- Outdoor water use

Other Activities That Will Take Place. (Check all that apply.)

- Sale and/or consumption of alcohol  
*Requires Special Event Liquor License. Call Liquor Liaison (630) 434-5542 at least 60 days in advance.*
- Sale of, cooking of, and/or consumption of food  
*Contact DuPage County Health Department at (630) 682-7400 for requirements ASAP.*
- Raffle  
*Contact Village Clerk at (630)434-5535 at least 14 days in advance.*
- Fireworks  
*Contact Fire Prevention Bureau at (630) 434-5983 at least 30 days in advance.*



Does the applicant or business own the property where the event will take place?

Yes  No

If "NO", please include a letter from the landlord granting use of the property.

*- Village Property*

How many participants/attendants are expected?

*Between 1000 ~ 3000 per market... fewer attendants in May, Oct  
July, August - maximum attendants*

Are street closures requested? Yes  No

If yes, what streets?

Justification for street closure

\* *There may be street closures during Crown Fest if the market*

What is your plan for clean up and disposal of waste at the site, during and after the event? Explain: *relocate to main St.*

*We will pay Dept / Pub / Workers to remove trash at the end of the market ~ vendors are asked to leave area clean.*

**Applicant will be invoiced for the cost of any Village services used in association with the event including, but not limited to Police, Fire and Public Works. (Estimated at \$60/hour/person. Actual cost may vary.)**

Will the location of the event displace any parking spaces? Yes  No  If yes, how many spaces?

*- All parking spaces in Parking lot - from Fri evening thru Saturday 2:00*

Is the event a fundraiser? Yes  No  If yes, name the beneficiary.

*INDIAN Boundary ymca - Financial Assistance Fund & Program Enhancement*

**PART C: AMUSEMENTS (Carnivals, Circuses, Performances on Public Rights-of-Way)**

Name (i.e. John Smith) of Amusement Operator:

Address:

City:

State:

Zip:

Date of Birth:

Driver's License #:

List Any Branch Locations:

**Amusement Ride Operators shall comply with the Carnival and Amusement Rides Safety Act (430 ILCS 85/1 et seq. as amended from time to time).**

Applicant affirmatively states that he/she: has  has not  made similar application for other similar permits or licenses at other locations.

If so, state the location: \_\_\_\_\_

Indicate disposition of application: \_\_\_\_\_

\*\*\*\*\*

**PART D: APPLICANT'S STATEMENT OF AGREEMENT:**

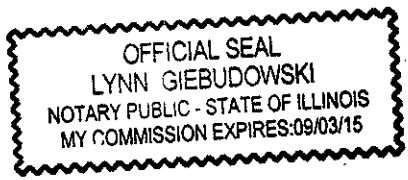
I hereby affirm that the above information is true and correct in describing the intent of this application. Everything that I have stated on this application is correct to the best of my knowledge. **Failure to comply with the application and disclosure requirements shall constitute grounds to deny the permit.**

I have read the provisions of this application and agree to abide by the ordinances, rules and regulations of the Village. I understand that issue of the permit is contingent upon compliance of all conditions and requirements. The permit, if granted, is not transferable and is revocable at any time at the absolute discretion of the Village of Downers Grove.

* Barbara Taylor	1-5-12
Print Name	Date

* Barbara Taylor	Lynn Giebudowski
Signature of Applicant	Signature of Notary

Barbara Taylor



**HOLD HARMLESS/INDEMNIFICATION AGREEMENT:**

**PART D (Con't)**

YMCA OF METROPOLITAN CHICAGO

(Name of Applicant)

Downers Grove. For consideration of such permission and permit,

YMCA OF METROPOLITAN CHICAGO

(Name of Organization)

hereby fully releases and discharges the Village of Downers Grove, its officers, agents and employees from any and all claims from injuries, including death, damages, or loss which may arise or which may allege to have arisen out of, or in connection with the event.

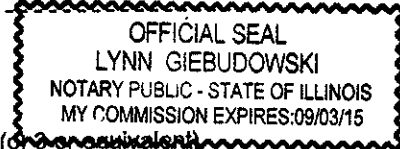
YMCA OF METROPOLITAN CHICAGO

(Applicant and Organization)

further agrees to indemnify and hold harmless and defend the Village of Downers Grove, its officers, agents, and employees from any and all claims resulting from injuries, including death, damages or losses, including, but not limited to the general public, which may arise or which may be alleged to have arisen out of, or in connection with this event.

<u>Barbara Taylor</u>	<u>1-5-12</u>
Print Name	Date

<u>Barbara Taylor</u>	<u>[Signature]</u>
Signature of Applicant	Signature of Notary



[This area for office use only.]

**Required Documents:**

- Application
- Plat of Survey
- Site Plan
- Written Operating Plan

**if applicable:**

- Not for profit status (501 (c)(3) or equivalent)
- Letter from landlord
- Certificate/s of Flame Resistance
- Temporary Sign application
- Raffle License application
- Liquor License application
- License Agreement
- Certificate/s of Insurance
- Encroachment License
- Neighborhood Notification Letter
- Review of Sub-Contractor agreements

**Fees to be collected:**

- Temporary Use \_\_\_\_\_
- Late Fee \_\_\_\_\_
- Amusement \_\_\_\_\_
- Temporary Sign \_\_\_\_\_
- Tent \_\_\_\_\_
- Encroachment Fee \_\_\_\_\_
- Live Theatrical/Musical Performance on Public Right-of-Way \_\_\_\_\_
- Use of Public Property \_\_\_\_\_

**Fees to be invoiced:**

- Police Services \_\_\_\_\_
- Fire Services \_\_\_\_\_
- Public Works Services \_\_\_\_\_
- Village Manager's Office \_\_\_\_\_

**Other:**

Security Deposit to be retained: \_\_\_\_\_

Total Fees Due: \_\_\_\_\_ Date Received: \_\_\_\_\_

Doing Business As:

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Date Business Was Incorporated:

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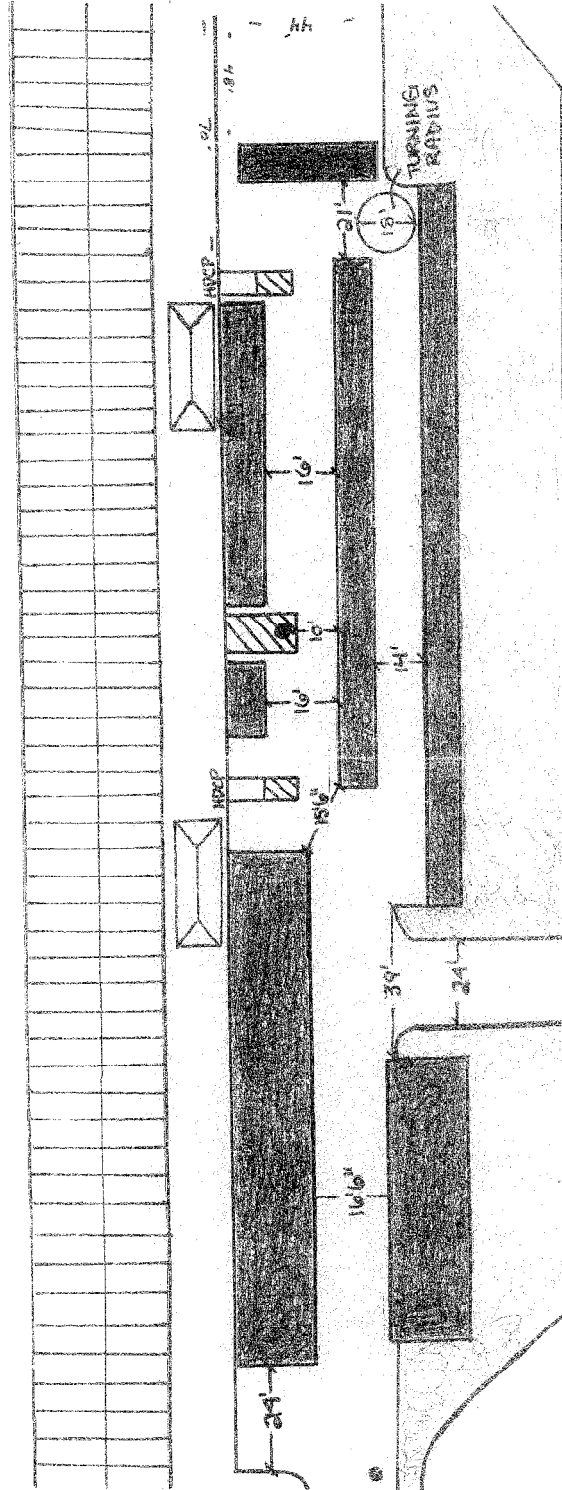
List the name of officers, directors, or stockholders owning more than 20% of the stock or any corporation, partnership or limited liability corporation associated with this business. Include their address and date of birth. (Attach a separate sheet if necessary.)

List any and all managers who will be on-site, as well as their date of birth and contact information

List the name/s of any applicant, owner, director, stockholder, officer, manager, or any employee having contact with the public who has been convicted of any of the following: (Include date of conviction.)

- (a) Any offense involving sexual misconduct with children or other sex offenses as defined in Article 11 of the Criminal Code of 1961 as amended.
- (b) A felony based upon conduct or involvement in such business OR activity related to similar business or activity, within the past ten years; or
- (c) Any felony unrelated to conduct or involvement in such business or activity or related or similar business or activity, but which felony involved the use of a deadly weapon, traffic in narcotic drugs, or violence against another person, including rape, within the last five years; or
- (d) A misdemeanor or licensing ordinance violation, based upon conduct or involvement in such business activity or related or similar business or activity, within the past two years.

WARREN AVE.



DIDD MARKET - NOT TO SCALE

BURLINGTON AVE.

4-6  
Booths  
planned  
in E  
around  
train  
station



**Curtiss Street**

10 ft      10 ft      18 ft      10 ft

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

**Grove Street**

**Downtown Downers Grove Market**

**Preliminary Map of June 23 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

**Downtown Downers Grove YMCA Market Report**  
**Submitted to the**  
**The Village of Downers Grove**  
**December 2011**

The 2011 Downers Grove Downtown Market, jointly sponsored by the YMCA and the Village of Downers Grove, was a success. The volunteer team of Jay Turner, Mario Olivi, Marta Cullen, Chuck Keenley, Rob Surrusco, and Al Allphin, with help from YMCA executive director Barb Taylor, is pleased to submit this year-end report.

We have settled easily into the Market structure...a combination of farm products, baked goods, specialty foods and arts and crafts. The feedback we receive is still 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 continues to bustle with activity and really is "the place to be".

This year, we introduced six new initiatives to the Market.

1. The YMCA was fortunate to have received the services of an intern from St. Xavier College. TBC bank funds interns for not-for-profit work and fortunately, our YMCA/Market was selected. Ryan Cox, a sophomore at St. Xavier College, helped finalize contracts, developed the vendor directory and became a familiar face in the Market, working the Market for ten Saturdays from June through Mid-August.
2. The Market participated in the Downers Grove sale of rain barrels by hosting an auction of painted barrels. Local high school students painted the rain barrels for area not-for-profits. The Y raised just over \$1200, splitting the profits with the students from Downers Grove North.
3. The Market relocated to Main Street for the 2011 Rotary GroveFest. With the support of the village, the relocation went very well. However, the traffic was lighter than usual and the vendors did not do as well as we had hoped, in spite of the good weather. We still felt good about supporting the Rotary and keeping a presence in the downtown area. In 2012, we'll need additional strategies to promote the relocation and drive shoppers downtown during the Fest.
4. This year, we developed and printed a vendor directory to help patrons communicate with vendors during the week and throughout the winter months. All vendors were listed in the directory and several paid extra for product descriptions and ads. The YMCA used Market funds to subsidize the printing of the directory. It was well-received in the community. Scott Press did a great job in the final design, layout and print. It looked great.
5. On Saturday, August 13, we used volunteers (and clicker counters) to count the number of people who came into the Market. We are pleased to report over 3,000 people stepped into the Market on that day. We are now better equipped to estimate the number of shoppers when we recruit vendors or share the success of the Market.
6. To build community, we introduced Market-Vendor t-shirts (the official egg guy, the official cheese gal, and so on).



We continue to receive high rates of satisfaction from our vendors. They do a nice job selling the Market to their peers and we've been able to stay full with the exception of the first and last month of the Market (May and October). Our 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 2011 Market. Eighty-four 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 60 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.

In 2011, we continued to recruit local musicians, hosted local blood drives and brought Santa to the Market in mid-October. Next year we hope to bring back health screenings, YMCA program demos and other activities and events to attract customers.

Our records show income from booth rental, rain barrel and t-shirt sales, directory ads and listings, and cart advertisement to be **\$39,909.97**. Expenses included new cart purchases, advertising placards, music, the directory, t-shirts, and vendor lunches. The village personnel costs were significantly higher in 2011 than in 2010 (\$6985.48). All expenses for 2011 totaled **\$10,980.71**. The net proceed for the 2011 Market was **\$28,929.26**. This year, the Market proceeds were used first to **provide financial assistance for children and families to participate in YMCA programs and membership and** to enhance programs in the Y.

To help keep costs low and to run the Market efficiently, we relied on a number of volunteers. This year we were fortunate to bring in an intern who was instrumental in working with 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 setup, 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 \$16,320 in volunteer time.

We will soon begin planning for 2011. Jay Turner and Mario Olivi, YMCA board members will co-chair the 2011 Market. 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.



www.downers.us

February 1, 2012

Barbara Taylor  
Indian Boundary YMCA  
711 59<sup>th</sup> Street  
Downers Grove, IL 60516

**RE: Temporary Use Permit for 2012 Downtown Market**

**COMMUNITY RESPONSE  
CENTER**

630.434.CALL (2255)

**CIVIC CENTER**

801 Burlington Avenue

Downers Grove

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**ADMINISTRATION**

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**PUBLIC WORKS**

**DEPARTMENT**

5101 Walnut Avenue

Downers Grove

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Dear Ms. Taylor:

Village staff reviewed the requested permit for 2012 Downtown Market for May 12-October 20, 2012 from 7:00 am to 1:00 pm. The Community Events Commission will review the event at their **February 9, 2012** meeting. Village Council review of the event is tentatively scheduled for March 6, 2012.

The Village will be providing the following services for this event:

1. The Village staff will set-up electrical equipment, signage and barricades prior to the event. Village staff will then remove the electrical equipment, signage, barricades and garbage at the conclusion of the event. Staff estimates 120 hours will be needed to complete the set-up and clean-up for the event over the 24 weeks. The total estimated cost for this service is \$7,200.
2. Staff estimates the additional time for the June 23, 2012 Market is 9 hours. The estimated additional cost for this day would be \$540.
  - a. Staff anticipates an additional 4 hours of staff time to set up the June 23, 2012 Market. This time is required for the additional sign and barricade placement for opening and closing Main Street.
  - b. One police officer will be on site for 5 hours to help patrol the intersection of Main Street and Curtiss Street.

The total estimated cost for the event is \$7,740. Please note the Village estimates all staff time at \$60 per hour. However, actual staff rates and time is billed. The Indian Boundary YMCA will be responsible for payment for these services. While the Village does not anticipate a change, costs can increase/decrease depending on the event's attendance. The actual costs will be invoiced *after* the event.

Staff is recommending the final agreement include the following conditions:

1. A final vendor lay-out must be provided no later than **June 1, 2012** for the June 23, 2012 Downtown Market. The site plan must show the location and number of vendors. The plan must indicate a minimum 12-foot emergency access drive that is clear of vendor vehicles and/or booths.
2. The following traffic conditions will be in effect during the June 23<sup>rd</sup> Market:
  - a. Due to the Saturday Morning Craft Fair in Fishel Park, Main Street will be open to local traffic only between Maple Avenue and Grove Street.
  - b. Due to the Grove Festival, Main Street will need to be completely open no later than 1:00 pm. As such, vendors must complete their tear down by 12:30 pm.
  - c. Market vendors will need to approach the area on Main Street from the south and use Curtiss Street and use Washington Street to get to designated parking areas. Grove Street and Carpenter Street will be unavailable for use by Market vendors due to the Craft Show.
3. The Indian Boundary shall provide written notice to all affected residents, businesses and property owners on Main Street between Curtiss Street and Maple Avenue.
4. The Indian Boundary YMCA shall provide written confirmation from Downtown Management that they do not object to the re-location of the June 23, 2012 event to Main Street.



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5. Any markings made on the public streets or sidewalks shall be completed using washable marking chalk.

The Village scheduled review of the event for the February 9, 2012 Community Events Commission. Staff anticipates this event will be reviewed by the Village Council on March 6, 2012. Please provide the following no later than **February 9, 2012** to ensure placement on this agenda:

- 2012 Vendor Application
- 2012 Vendor Agreement

The Village looks forward to working with you on this event. If you have any questions, do not hesitate to contact me at 630.434.5520 or [jobrien@downers.us](mailto:jobrien@downers.us).

Sincerely,  
VILLAGE OF DOWNERS GROVE

Jeff O'Brien, AICP  
Planning Manager  
Community Development Department

Att.  
C. Staff Review Team