

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**APRIL 10, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
American Legion – Memorial Day Parade	✓ Resolution Ordinance Motion Discussion Only	David Fieldman, Village Manager

**SYNOPSIS**

A resolution has been prepared authorizing the Village to enter into a three-year agreement with a two-year option to renew with the American Legion Post #80 to hold the annual Memorial Day Parade.

**STRATEGIC PLAN ALIGNMENT**

The Strategic Goals for 2011-2018 included *Exceptional Municipal Services*.

**FISCAL IMPACT**

Under the terms of the agreement, the Village would responsible for costs incurred by the Village and the Legion would not be charged any fees for this event. Staff estimates that the cost of supporting this parade would be approximately \$700 per year.

**RECOMMENDATION**

Staff recommends action at the discretion of the Village Council. This item can be placed on the April 17, 2012 active agenda.

**BACKGROUND**

American Legion Post #80, located in Downers Grove, has operated Memorial Day Parades for many years. In 2011, the American Legion did not conduct the parade, due in part to the fees of approximately \$700 that would have been charged to cover the cost of Village provided support services pursuant to the Village's community events policy approved by the Council in 2010.

The American Legion recently submitted an application for a temporary use permit to conduct the 2012 Memorial Day Parade. The parade would begin at 11:00 am and run along Main Street from Burlington Avenue to Grove Street. A site plan is attached. During a pre-application meeting with Village staff, the American Legion requested that the fees for the parade be waived. Two members of the Village Council contacted the Village Manager and requested that American Legion's request for a fee waiver be placed on a Council meeting agenda for review and consideration. Three options have been identified to address the American Legion's request.

**Option 1: Enter into an Agreement with the American Legion** – Under this option, the Village would enter into an agreement with the American Legion (attached). The agreement would state that:

- The Village values the Legion's Memorial Day Parade and desires that such a parade be held annually
- The Legion shall be required to operate Memorial Day Parades in 2012, 2013 and 2014 and may be required to operate the parade in 2015 and 2016 if the agreement is extended.
- The Legion shall apply for and obtain a temporary use permit and operate the parades in accordance with Village Codes and terms and conditions of the agreement.

- The Village will not charge the Legion any fees for the operation of the parades.
- The Village Manager may make change, suspend or revoke the agreement.

**Option 2: Amend the Community Event Fee Policy to Exempt Celebratory and Ceremonial Events Operated by Federally Chartered or Accredited Veterans Organizations from Village Fees** – Under this option, the Village would amend the event fee policy approved in 2010 to exempt from payment of fees for Village services provided in support of the event. Temporary Use permits would still be required to allow the Village to determine the type and amount of Village services that would be provided in support of the event and to regulate the event using conditions of approval.

**Option 3: Waive the Fees for the 2012 Memorial Day Parade and Direct Staff and the Community Events Commission to Consider Amendments to the Community Event Fee Policy** – Under this option, the Village fees for support services for the 2012 parade would be waived. In addition, staff and the Community Events Commission would consider amendments to the community event fee policy as directed by the Council. The amendments for consideration could include the exemption of celebratory and ceremonial events as noted above in Option 2.

## **ATTACHMENTS**

Resolution

Agreement

Exhibit A - Temporary Use Application

Exhibit B - Aerial Map

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A LICENSE  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND AMERICAN LEGION POST #80**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain License Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and American Legion Post #80 (the "Legion"), for organizing and conducting an annual Memorial Day Parade, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager 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, together with such changes as the Manager shall deem necessary.

3. That the 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 the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is made and entered into this \_\_\_\_\_ day of April, 2012, by and between the Village of Downers Grove (the "Village") and American Legion Post #80 (the "Legion") for the purpose of organizing and conducting an annual Memorial Day Parade,

### **WITNESSETH:**

**WHEREAS**, the Legion has traditionally organized and put on a Memorial Day Parade in the Village for more than 90 years to honor fallen soldiers; and

**WHEREAS**, the Legion was unable to have the Memorial Day Parade in 2011 due to the costs; and

**WHEREAS**, the Village values such a parade as a community event in order to commemorate our nation's service members; and

**WHEREAS**, the Village desires that a Memorial Day Parade be held annually and desires that the Legion organize and put on said Parade annually which the Legion has agreed to do;

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

1. The provisions of the preamble are hereby incorporated into and made a part of this Agreement.
2. The term of this Agreement shall be for three (3) years (for the parades for 2012, 2013 and 2014) with an option to extend for an additional two (2) years (2015 and 2016).
3. The Legion shall be required to submit an application and any other required documentation in order to obtain a parade permit from the Village each year. However, there will be no costs or fees for said permit.
4. The Parade shall take place on Memorial Day each year between 9:00 a.m. and 12:00 p.m.
5. Each year the Legion shall submit to the Village a map depicting the proposed parade route and request closure of said street(s).
6. The Village hereby grants unto the Legion a revocable license for the use of Village streets for an annual Memorial Day Parade.
4. In conducting the Parade for the Village, the Legion shall abide by the following each year:
  - 4.1. The Parade shall comply with the provisions of the Downers Grove Municipal Code, including but not limited to, Sections 4-201 through 4-211.
  - 4.2. The Parade shall be established and operated in a safe and reasonable manner with due regard for the health and safety of persons and property.
  - 4.3. The Parade shall be operated in a clean, well maintained and sanitary manner.
  - 4.4. No License Fee will be required.

- 4.5. To the fullest extent permitted by law, the Legion shall defend, indemnify and hold harmless the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees, for any and all claims from any loss, claim, occurrence or liability whatsoever which may be incurred or arise out of this Agreement or the Parade. In addition, all third parties participating in the Parade shall be required to completely release and hold harmless the Village of Downers Grove, its officers, agents and employees from any loss, claim, occurrence or liability whatsoever which may be incurred or arise out of this Agreement or the Parade.
  - 4.6. This Agreement shall not be transferable or assignable and shall not confer any property rights in the underlying right-of-way.
  - 4.7. This Agreement shall be subject to the absolute and primary right of the Village to protect the public health safety and welfare. The Village Manager may, in the Manager's sole discretion, order changes to the conduct of the Parade, including but not limited to the immediate cessation of business, and removal of any or all equipment and facilities from the public right of way. In addition, the Village Manager may suspend or revoke any license issued under this Section in the event it is determined that the Legion has failed or refused to comply with the regulations of this Section, the license agreement or with other applicable law.
5. Each year the Village shall take all necessary action and use its personnel to close whichever streets will be used for the Parade at no cost to the Legion. The Village shall also provide any additional services through its personnel (Fire Department, Police Department, Public Works Department) as may be necessary throughout the set-up, duration and break down of the Parade at no cost to the Legion.

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

**LICENSEE:**

American Legion Post #80

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**LICENSOR:**

Village of Downers Grove

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

Village Manager

Attest: \_\_\_\_\_

Village Clerk

PM: Jo

12-TEM-0036



### 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](mailto:jobrien@downers.us)

Please print clearly in ink

#### PART A: APPLICANT INFORMATION

Name of Applicant: Dondi K. Nueva

Address: 1402 Sequoia Lane

City: Darien State: Illinois Zip: 60561 Phone: 630-379-1546

Email: dsquaredinc1@aol.com

Doing Business As (Name): Alexander Bradley Burns Post 80 American Legion

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

Name of Business Manager/Event Contact: American Legion Post 80 / Dondi K. Nueva

Address: 4000 N. Saratoga

City: Downers Grove State: Illinois Zip: 60515 Phone: 630-968-9710

Email:

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#### PART B: EVENT INFORMATION

Name of Event: Memorial Day Parade

Event Location: Downtown Downers Grove

Description/Purpose of Event: Memorial Day Parade

Date(s) Requested (month and day): May 28<sup>th</sup>

Time of Event and/or Hours of Operation (Include for each day requested): 9am to 12noon (3/20/12)  
The parade will begin at 11am and last 5-10 minutes

Type of Event:

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

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

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**Must submit Certificate of Flame Resistance for each.**

- Temporary sign/banner  
*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

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- Temporary seating
- Tables/Chairs: *N/A*  
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 *N/A*
- Electrical hook-up (Applicant is responsible for contacting JULIE to mark approved area.)
- 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.

How many participants/attendants are expected?

High School Marching band 10-20 boy Scouts, 20-30 veterans

Are street closures requested? Yes  No

If yes, what streets?

Main from Burlington to Grove for 5-10 minutes

Justification for street closure

Memorial Day parade in honor of our nations heroic dead,

What is your plan for clean up and disposal of waste at the site, during and after the event? Explain:

There will be no waste whatsoever associated with this parade.

**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.)**

We paid \$75 in 2010 and nothing for more than 90 years prior

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

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

This is an event we have done for the village for more than 90 years.

**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:



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.)

We are not a stock company or corporation.

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

Dondi Nueva cell (630) 379-1546

Todd Hansen cell (773) 931-6618

Richard Greenwald cell (630) 418-5572

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.

**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:


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**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.

Dondi K. Nueva Print Name	3/5/12 Date
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 Signature of Applicant	 Signature of Notary
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**HOLD HARMLESS/INDEMNIFICATION AGREEMENT:**

**PART D (Con't)**

Dondi K. Nueva has requested permission to conduct a Temporary Use in the Village of Downers Grove. For consideration of such permission and permit, American Legion Post 80

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.

Dondi K. Nueva & American Legion Post 80 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>Dondi K. Nueva</u>	<u>3/5/12</u>
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Print Name

Date

<u>Dondi K. Nueva</u>	
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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: \_\_\_\_\_



WARREN AVE

FOREST AVE

MAIN ST

HIGHLAND AVE

BRYAN PL

ROGERS ST

WASHINGTON ST

WARREN AVE

BURLINGTON AVE

GILBERT AVE

CURTIS ST

MOCHEL DR

WASHINGTON ST

GROVE ST

FARRAR CT

CARPENTER ST

LANE PL

MAPLE AVE

RANDALL ST