

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 15, 2014 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
2014 Downtown Downers Grove Market	✓ Resolution Ordinance Motion Discussion Only	Michael Baker Deputy Village Manager

SYNOPSIS

A resolution has been prepared authorizing the Village to enter into a three-year agreement with the Indian Boundary YMCA (YMCA) to hold the Downtown Downers Grove Market on Saturday mornings from 7:00 a.m. to 12:30 p.m. between the months of May and October in 2014, 2015 and 2016.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

If approved, this agreement will allow the YMCA to proceed with an arrangement that substantially reduces the Village's labor hours required to support the event and, therefore, reduce the operating cost incurred. This is possible due to the installation of permanent electrical service that will benefit the Downtown Downers Grove Market, and can also be used by the Village and other groups for other events and activities conducted in and around the parking lot (Lot B) used for the Market. The YMCA agreed to share in the cost of this electrical service installation, which is estimated at approximately \$12,000 and is scheduled to be completed prior to the beginning of the Market.

RECOMMENDATION

Approval of the agreement on the April 15, 2014 consent agenda.

BACKGROUND

The Village has permitted the YMCA to use Village-owned property to conduct a Farmer's/Downtown Market dating back to 1991. The event includes the traditional agricultural based products typically found in similar farmers' markets in addition to other products.

The Market will be operating in Lot B (located to the east of the Main Street Station) from May 10 to October 18, 2014 and will be the same size; however, some vendors may be relocated to take advantage of the new permanent electrical service. The YMCA will still be responsible for the clean-up of the Market area after each day. While this responsibility remains the same, the Village is ceding responsibility for the set-up and tear down of the market to the YMCA. The YMCA will be responsible for placing tables and chairs within the market and will also be responsible for placing and removing barricades and directional signs on the rights-of-way. The YMCA is responsible for ensuring Lot B is available for other users by 1:00 p.m. each day. These as well as other requirements are listed within the attached agreement.

As in last year's event, the YMCA is requesting to keep the Market Downtown and move it to Main Street as part of the 2014 Grove Festival. Main Street would be closed between Curtiss Street and Grove Street on June 21, 2014. 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 will be billed to the YMCA.

At the YMCA's request, the Village has developed a plan to reduce costs. The first cost savings is the installation of two permanent electrical services in the northwest and southwest portions of the parking lot. In previous years, the Village ran electrical cables from the train station to Lot B on a weekly basis. The labor and equipment costs were then billed to the YMCA. This year, the Village is utilizing an existing electrical contract for streetlight maintenance services to have two permanent electrical services installed adjacent to the west side of Lot B, one on the north side of the lot and the second on the south side of the lot. The electrical services will be available for use by the YMCA and other special events that use Lot B. The cost of the new electrical services will be no more than \$12,000 and will be split evenly between the Village and the YMCA. The YMCA will reimburse the Village for half of their cost in 2014 with the balance paid in 2015. While there is an initial cost, the long term savings for both the Village and YMCA will be substantial.

The second cost savings will be the loaning of barricades and signs to the YMCA for the duration of the event. The barricades and signs will be stored conveniently nearby and the YMCA will be responsible for placing the barricades and signs within the rights-of-way to ensure the closure of Lot B. In years past, the Village delivered, set-up and removed the barricades and signs on a weekly basis. This proposal will eliminate significant Village labor time and costs.

While the Village anticipates a significant cost reduction based on the two cost savings measures, any unforeseen Village costs associated with the 2014 Farmers Market will be the responsibility of the YMCA. These costs would be billed to the applicant after the event.

ATTACHMENTS

Agreement

Aerial Map

Downtown Downers Grove Market Rules 2014

Downtown Downers Grove Market Temporary Use Application

2013 Downtown Downers Grove Market Report

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN
AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND THE INDIAN BOUNDARY YMCA TO
JOINTLY CONDUCT THE 2014/2015/2016 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 2014 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 2014/2015/2016 DOWNTOWN DOWNERS GROVE MARKET**

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, between the Village of Downers Grove (the "Village"), a municipal corporation and the Indian Boundary YMCA of the YMCA of Metropolitan Chicago, (the "YMCA"),

WHEREAS, the YMCA shall make application to the Village to conduct a Temporary Use for Downtown Downers Grove Market 2014, 2015 and 2016, as permitted under Chapter 4 of the Downers Grove Municipal Code; and

WHEREAS, the Village shall review the annual applications and agree to authorize the Temporary Use subject to the provisions of this Agreement.

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

1. The provisions of the preamble are hereby incorporated into and made a part of this Agreement.
2. The following documents are hereby incorporated into and made a part of this Agreement:
 - a. Exhibit A - Temporary Use License Application/Event Proposal
 - b. Exhibit B - Rules of the Downtown Downers Grove Market
 - c. Exhibit C - Downtown Downers Grove Market Applications
 - d. Exhibit D - Community Events Staff Report/Conditions

3. RIGHTS AND OBLIGATIONS OF THE YMCA

a. The YMCA shall co-sponsor, organize, and conduct the 2014, 2015 and 2016 Downtown Downers Grove Market ("Market") running for twenty-four (24) consecutive Saturdays from May to October each year. Respective dates shall be listed annually in the Temporary Use License Application. This Agreement in no way guarantees the YMCA joint participation in the Market for future years after 2016.

b. The YMCA shall comply with the annual "Rules of the Downtown Downers Grove Market" attached to and made a part of the annual Temporary Use License Application as Exhibit

B. Any changes to the rules must be approved by both parties.

c. At least one (1) representative of the YMCA shall be in attendance during the Market activities.

d. The YMCA shall implement the annual "Rules of the Downtown Downers Grove Market" (Exhibit B) 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 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 Market. Thirty (30) days prior to the first scheduled day of each annual 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 the annual Market 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 Market.

h. In December of each respective year, the YMCA shall submit to the Village a Market Annual Report including a statement of all revenues and expenditures associated with the respective year's Market.

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

j. The YMCA may provide, at its option, music during the 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 shall furnish to the Village copies of all Market Applications attached to and made a part of the annual Temporary Use License Application as Exhibit C), 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.

m. The YMCA shall place and remove the Market directional signs on the public rights-of-way in the Village. The YMCA shall determine which directional signs to place and the location thereof. The YMCA shall be responsible for all costs associated with the upkeep and replacement of the six (6) Market directional signs.

n. The YMCA shall place a temporary Market sign and a "No Dogs Allowed" sign at each of the three entrances to Parking Lot B, prior to the start of the event and remove these signs at the Market conclusion each week.

o. By 7:00 am, the YMCA shall bring tables and chairs to Parking Lot B and then remove them between 12:30 and 1:00 pm.

p. The YMCA shall post a conceal carry graphic prohibiting guns in the Market in a prominent location.

4. RIGHTS AND OBLIGATIONS OF THE VILLAGE

a. The Village shall co-sponsor the 2014, 2015 and 2016 Market running for twenty-four (24) consecutive Saturdays from May to October each year. Respective dates shall be listed annually in the Temporary Use License Application.

b. The Village shall make available Parking Lot B on the days the Market is scheduled, subject to construction conditions; however, such location may not be available during certain special events.

c. The Village shall install two (2) permanent electrical services in Parking Lot B. The services will be located on the northwest and southwest sides of the parking lot.

d. The Village shall provide storage space for all barricades and signs that are associated with the Market and such storage space shall be accessible to YMCA personnel who are

responsible for their installation each week of the Market, with the exception of the June 21, 2014, June 27, 2015 and June (TBD), 2016 Market.

e. The Village shall install and remove barricades, electrical services and signage associated with the closure of Main Street on June 21, 2014, June 27, 2015 and June (TBD), 2016.

f. The Village shall make Main Street (from Curtiss to Grove) available for the June 21, 2014, June 27, 2015 and June (TBD), 2016 Market. All services detailed in Paragraph 4 shall be provided to the YMCA by the Village.

g. 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 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.

5. FEES

a. The Village and the YMCA shall evenly split the cost of permanent electrical services installed in Parking Lot B as described in Section 4(c), not to exceed \$12,000. The YMCA shall pay ½ of their portion of this cost at the conclusion of the 2014 Market. The YMCA shall pay the remaining balance at the conclusion of the 2015 Market provided that the Market is held in Parking Lot B.

b. Should permanent electrical services as described in Section 4(c) not be installed in 2014, the YMCA shall pay for all Village personnel, services, supplies and equipment costs for power cables and electrical distribution panels required for the adequate provision of electricity to vendor booths. Such cost shall not exceed \$7,740.00.

c. The YMCA shall reimburse the Village for all personnel, services, supplies and equipment costs incurred for the June 21, 2014, June 27, 2015 and June (TBD), 2016 Market, not to exceed \$1,750.00 in 2014. Such costs shall not be increased by more than three percent (3%) each year thereafter.

d. Should the YMCA fail to fulfill any obligation listed in Section 3 of this Agreement at any time during the course of the Market, the Village shall be reimbursed the cost(s) of personnel, services, supplies or equipment needed to fulfill said obligation(s). Such costs shall not exceed \$1,000.00, annually.

e. The Village shall invoice the YMCA for the aforementioned costs within thirty (30) days of the conclusion of each annual Market. The Village will work cooperatively with the YMCA to identify and implement cost savings measures related to Village expenses.

6. 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.

7. ASSIGNMENT OF RIGHTS

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

8. CANCELLATION OR SUSPENSION OF THE MARKET

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

The 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.

9. GOVERNED BY ILLINOIS LAW

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

10. ILLEGAL OR UNENFORCEABLE PROVISION OF THE AGREEMENT

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

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

VILLAGE OF DOWNERS GROVE

BY: _____
Mayor

ATTEST:

Village Clerk

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

BY: _____
(Title)

ATTEST:

(Corporate Secretary)

14-TEM-0001

Village of Downers Grove
Application for Temporary Use/Parade/Open Air Meeting 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

Please print clearly in ink

PART A: APPLICANT INFORMATION

Name of Applicant: Ymca of Metropolitan Chicago, Indian Boundary Branch

Address: 711 59th St

City: Downers Grove State: IL Zip: 60516 Phone: 630-968-8400

Email: Kbosco@ymca.chicago.org

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. -on file w/ Village

Name of Business Manager/Event Contact: Kathy Bosco

Address: 711 59th St

City: Downers Grove State: IL Zip: 60516 Phone: 630-968-8400

Email: Kbosco@ymca.chicago.org

PART B: EVENT INFORMATION

Name of Event: Down town Downers Grove Market

Event Location: Downers Grove Metra Train Station

Description/Purpose of Event: Parking Lot
Farmer's Market, Arts & Crafts Sale

Date(s) Requested (month and day): May 10 2014 October 18 2014

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

Saturdays

7⁰⁰ am - 12:30 pm - market hours

5³⁰ A.M - 2⁰⁰ pm - set up / cleanup

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 ☐ Outdoor café
☐ Road race: run/walk/or bike ride ☐ Parade
☐ Festival/fair ☐ Block party
☐ Public assembly/demonstration
☒ Other (please specify) Farmer's Market, Arts & Crafts Sales

Check All Equipment That Will Be In Use:

- ☒ Tent/s: State the number that will be in use and size of each:

Vendors provide their own 10'x10' tents

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

Banner hangs at Main Street Entrance
to train station - announcing market

- ☐ Temporary seating
☐ Tables/Chairs: vendors provide their own
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 - musicians provide their own
☒ 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?

3500 - 4000 per Saturday during

Are street closures requested? Yes ☒ No ☐ peak times

If yes, what streets?

- Main Street during week of Rotary

Justification for street closure

Grove Street

all other weeks & Road closures

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

YMCA will pay Village for trash pickup

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 spaces in Commuter Lot adjacent to the train station are reserved for market use

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

INDIAN Boundary ymca Stronger Together Fund
& ymca 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:

Doing Business As: _____

Date Business Was Incorporated: _____

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.

**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.

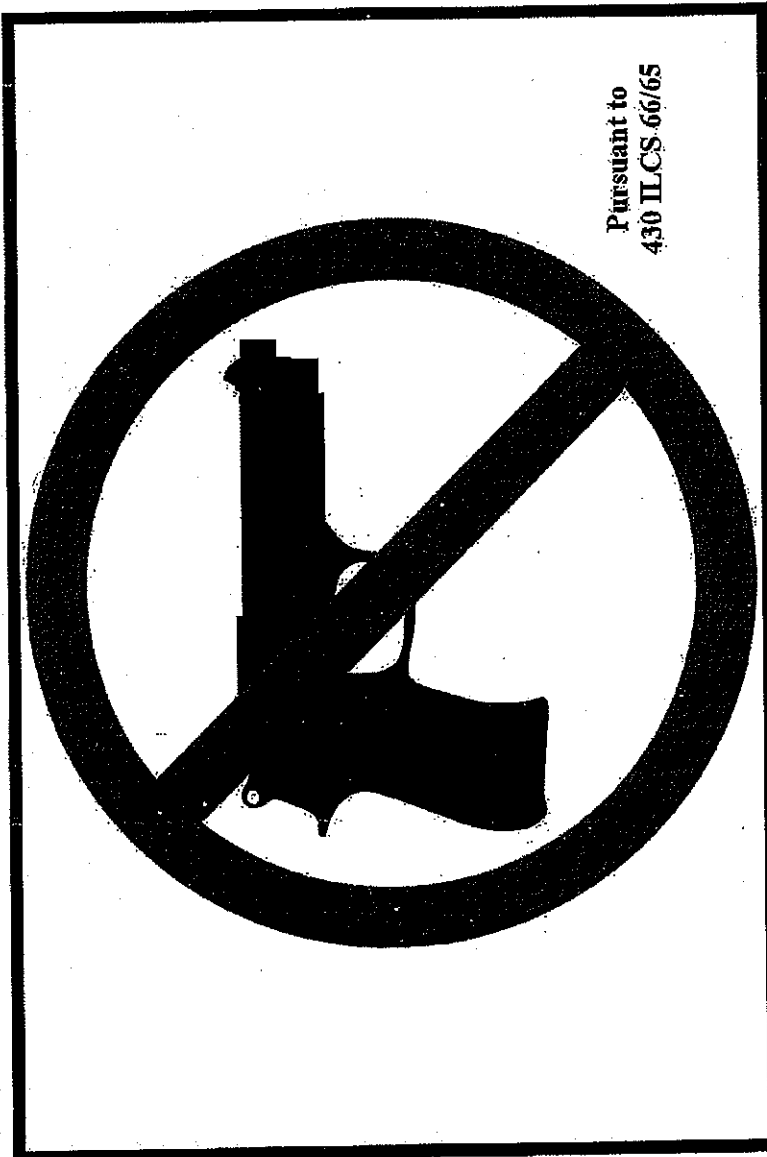
<i>Kathy Rosco</i>	<i>1/7/14</i>
Print Name	Date

<i>[Signature]</i>	
Signature of Applicant	Signature of Notary

If your event qualifies, the Village will provide each applicant with one laminated sign that is shown below. The 4" x 6" sign shall be posted and be visible at all entrances to the event. In the case of a road race or other gathering with multiple entry points, the sign shall be posted at the information / registration table. With all road races, the Village will post additional signage at the start and finish lines of the race. For other events, additional signage may be required on a case by case basis.

Applicant affirmatively states that he/she will ensure that the required sign is posted at the event's information / registration table.

Kathy Basco
Signature



HOLD HARMLESS/INDEMNIFICATION AGREEMENT:**PART D (Con't)**

Ymca of Metro Chicago has requested permission to conduct a Temporary Use in the Village of
(Name of Applicant)
Downers Grove. For consideration of such permission and permit, Ymca of Metro Chicago, Indian
(Name of Organization) Boundary Ymca
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 Metro Chicago further agrees to indemnify and hold harmless and defend the Village of
(Applicant and Organization)
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>Kathy Rosco</u> Print Name	<u>1/7/14</u> Date
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<u>Kathy Rosco</u> Signature of Applicant	 Signature of Notary
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[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: _____

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 and was voted as the *Best Readers' Choice Award: for Farmers Market*. In the past few years, we have earned the reputation as one of the top markets in DuPage County with over 3,900 visitors during peak weeks.

What's New?

The Market committee has been busy planning the 2014 season. This is a list of what is new this year and a reminder of just a few of the critical policies that are sometimes overlooked.

1. GREAT NEWS: there will be NO fee increase this year.
2. We have staffing changes this year. After a 29 year career with the Y, market manager and executive director, Barb Taylor has retired from the Y. She will do some volunteer work for the market. Kathy Bosco will serve as the interim director of the Y but will be less involved with the market. Market co-chairs Jay Turner and Mario Olivi will maintain their important roles and for now Roberta Flanders will serve as the day to day contact for dates and paperwork.
3. In 2014, Metra is under contract to renovate the railroad platforms to the north of the market. When we met with village staff, plans were still incomplete. The construction may result in changes to the market location for some Saturdays over the summer. We will keep you posted. Rotary Grove Fest will be held Saturday, June 21st. **This event does require that we relocate.** We will keep you abreast of any changes.
4. We have seen some success in moving vendors to the pedestrian walk-up area on the south side of the station, allowing us to expand the market if we have the right mix of new products. Any potential vendors you can refer that might offer new and unique product are appreciated.
5. 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.**
6. We will continue to have our Market Facebook page to communicate with market customers and allow you to post updates on this page. If you use social media to promote your product, please "like us" and post frequently.
7. All market vendors who drive their vehicles into the market must provide proof of automobile insurance along with proof of liability insurance which is included in the Vendor agreement.

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 Mary Jo Mienzle, 630-221-6110, mkienzle@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, 2014 to Market Intern. Indian Boundary YMCA, 711 E. 59th 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 rflanders@ymcachicago.org, if you have any questions or concerns. **If you do not receive a reply by email from your application by March 30th, please call the YMCA at (630) 929-2411. 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. 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 10th through October 18th.

Location: Downers Grove train station parking lot (South Lot) off Burlington Avenue. The market will relocate to Main Street, during Rotary Grovefest, the last full weekend in June. In 2014, Metra is under contract to renovate the railroad platforms to the north of the market. When we met with village staff, plans were still incomplete. The construction may result in changes to the market location for some Saturdays over the summer. We will keep you posted.

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 (12 to 18 weeks). 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 the vendor commits to. **This includes rain dates and no-show dates.** Any changes in schedules must be received via email marketintern@ymcachicago.org by noon on Thursday preceding 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 to be considered for eligibility. Advance payments must be made to keep the vendor eligible throughout the summer. 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. 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). Full time vendors are required to pay either in full or in three installments and are eligible for incentive pricing (**\$25.00 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 12 - 18 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 **\$30.00 per booth, per week.** There is a **\$3.00 surcharge per week for vendors using electricity.**

Infrequent Vendors: A vendor who commits to less than 11 weeks, but at least six, is considered infrequent and pays \$35 per booth, per week. An installment option is also provided. Infrequent vendor booth locations are likely to vary from week to week. **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 2014 Market Schedule.

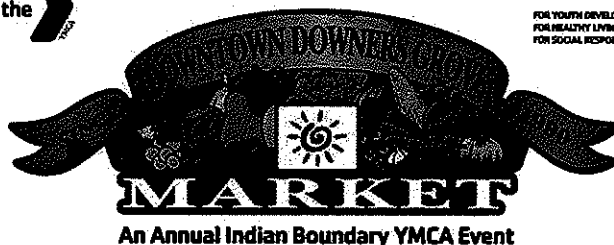
The Illinois State Sales Tax Number must be displayed prominently in any market stall from which goods are being sold. **Application for a State of Illinois Sales Tax Number may be obtained by contacting the Illinois Department of Revenue at 1 800-732-8866.**

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 vendor agreement/contract. A signed contract, confirmation of dates, **proof of insurance,** and first payment must be submitted at that time.



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Downtown Downers Grove Market and Vendor Application 2014

Owners Name: _____

Business Name: _____

Street Address: _____

City: _____ State: _____

Zip Code: _____

*Daytime Phone: _____ Work: _____

Cell Phone: _____

*E-mail: _____

Website: _____

*Must be completed

References may be requested.

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, (minimum 6 weeks).

_____ Saturday, May 10

_____ Saturday, May 17

_____ Saturday, May 24

_____ Saturday, May 31

_____ Saturday, June 7

_____ Saturday, June 14

_____ Saturday, June 21----Please note due to Rotary Grovefest, the market will relocate to Main Street

_____ Saturday, June 28

_____ Saturday, July 5

_____ Saturday, July 12

_____ Saturday, July 19

_____ Saturday, July 26

_____ Saturday, August 2

_____ Saturday, August 9

_____ Saturday, August 16

_____ Saturday, August 23

_____ Saturday, August 30

_____ Saturday, September 6

_____ Saturday, September 13

_____ Saturday, September 20

_____ Saturday, September 27

_____ Saturday, October 4

_____ Saturday, October 11

_____ Saturday, October 18

Business Name _____

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

or mail to

Market Intern

Indian Boundary YMCA

711 59th Street

Downers Grove, IL 60516



MARKET VENDOR AGREEMENT

THIS DOWNTOWN MARKET VENDOR AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2014, 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 10, 2014 and terminate on October 18, 2014 (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) YMCA OF METROPOLITAN CHICAGO
Indian Boundary YMCA

(Business Name—please print)

(Signature) By: _____

Date: _____ Date: _____



www.downers.us

April 9, 2014

Barbara Taylor
Indian Boundary YMCA
711 59th Street
Downers Grove, IL 60516

**COMMUNITY RESPONSE
CENTER**

630.434.CALL (2255)

CIVIC CENTER

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

FIRE DEPARTMENT

ADMINISTRATION

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

POLICE DEPARTMENT

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

RE: Temporary Use Permit for 2014 Downtown Market

Dear Ms. Taylor:

Village staff reviewed the requested permit for 2014 Downtown Market for May 10 - October 18, 2014 from 7:00 am to 1:00 pm. Village Council review of the event is scheduled for April 15, 2014.

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

1. The Village will have two permanent electrical services installed in Parking Lot B. The services will be located on the northwest and southwest sides of the parking lot. The cost of this installation will not exceed \$12,000. The Village will evenly split the cost of this installation with the Indian Boundary YMCA (YMCA). Per the agreement, the YMCA's portion of the electrical service costs, not to exceed \$6,000 total, can be split into two equal payments, one in 2014 and the second in 2015.
2. The Village will provide barricades and signs to the YMCA for the duration of the market. The YMCA shall be responsible for setting up and removing the barricades on a weekly basis, except for the June 21, 2014 market date which will be relocated to Main Street to accommodate Rotary Grove Fest.
3. Staff estimates the additional staff costs and equipment rental for the June 21 market to be approximately \$1,750. The actual staff time and costs will be billed to the YMCA.
4. Staff will provide support to the YMCA on an as-needed basis during the duration of the event. As such, the Village has included a not-to-exceed \$1,000 incidental cost within the contract to cover any unanticipated staff time that may arise.

The total estimated cost for the event is \$5,750. Please note the Village estimates all staff time at \$65 per hour. However, actual staff rates and time is billed. The 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 3, 2014** for the June 21, 2014 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 21st 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.

Exhibit D



www.downers.us

3. The YMCA shall provide written notice to all affected residents, businesses and property owners on Main Street between Curtiss Street and Maple Avenue.
4. The YMCA shall display in a prominent location the attached conceal carry graphic on a weekly basis.
5. The YMCA shall provide written confirmation from Downtown Management that they do not object to the re-location of the June 21, 2014 event to Main Street.
6. Any markings made on the public streets or sidewalks shall be completed using washable marking chalk.

COMMUNITY RESPONSE

CENTER

630.434.CALL (2255)

CIVIC CENTER

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

Sincerely,
VILLAGE OF DOWNERS GROVE

Stanley J. Popovich, AICP
Senior Planner
Community Development Department

FIRE DEPARTMENT

ADMINISTRATION

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

Att.

C. Staff Review Team

POLICE DEPARTMENT

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

2014 Downtown Market



2014 Downtown Market Layout

Grove Festival (6/21/14)





April 9, 2014

Barbara Taylor
Indian Boundary YMCA
711 59th Street
Downers Grove, IL 60516

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5101 Walnut Avenue
Downers Grove
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630.434.5460
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6. Any markings made on the public streets or sidewalks shall be completed using washable marking chalk.

The Village looks forward to working with you on this event. If you have any questions, do not hesitate to contact me at 630.434.6893 or spopovich@downers.us.

Sincerely,
VILLAGE OF DOWNERS GROVE

Stanley J. Popovich, AICP
Senior Planner
Community Development Department

Att.
C. Staff Review Team

**COMMUNITY RESPONSE
CENTER**

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PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue
Downers Grove
Illinois 60515-4046
630.434.5460
FAX 630.434.5495

14-TEM-0001

Village of Downers Grove
Application for Temporary Use/Parade/Open Air Meeting 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

Please print clearly in ink

PART A: APPLICANT INFORMATION

Name of Applicant: Ymca of Metropolitan Chicago, Indian Boundary Branch

Address: 711 59th St

City: Downers Grove State: IL Zip: 60516 Phone: 630-968-8400

Email: kbosco@ymca.chicago.org

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. - on file w/ Village

Name of Business Manager/Event Contact: Kathy Bosco

Address: 711 59th St

City: Downers Grove State: IL Zip: 60516 Phone: 630-968-8400

Email: kbosco@ymca.chicago.org

PART B: EVENT INFORMATION

Name of Event: Downtown Downers Grove Market

Event Location: Downers Grove Metra Train Station

Description/Purpose of Event: Parking Lot
Farmer's Market, Arts & Crafts Sales

Date(s) Requested (month and day): May 10 2014 October 18 2014

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

Saturdays
7⁰⁰ AM - 12:30 PM - market hours
5³⁰ A.M - 2⁰⁰ PM - set up / clean up

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 ☐ Outdoor café
☐ Road race: run/walk/or bike ride ☐ Parade
☐ Festival/fair ☐ Block party
☐ Public assembly/demonstration
☒ Other (please specify)

Farmer's Market, Arts & Crafts Sales

Check All Equipment That Will Be In Use:

- ☒ Tent/s: State the number that will be in use and size of each:

Vendors provide their own 10x10' tents

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

Banner hangs at Main Street Entrance
to train station - announcing market

- ☐ Temporary seating
☐ Tables/Chairs: vendors provide their own
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 - musicians provide their own
☒ 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?

3500 - 4000 per Saturday during

Are street closures requested? Yes ☒ No ☐ peak times

If yes, what streets?

- Main Street during week of Rotary

Justification for street closure

Grove Street
all other weeks & Road closures

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

Ymca will pay Village for trash pick up

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 spaces in Commuter lot adjacent to the train station are reserved for market use

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

INDIAN Boundary ymca Stronger Together Fund
& Ymca 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:

Doing Business As:

Date Business Was Incorporated:

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.

/

**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.

<i>Hathy Bosco</i>	<i>1/7/17</i>
Print Name	Date

<i>J. Bosco</i>	
Signature of Applicant	Signature of Notary

HOLD HARMLESS/INDEMNIFICATION AGREEMENT:**PART D (Con't)**

Ymca of Metro Chicago has requested permission to conduct a Temporary Use in the Village of
(Name of Applicant)
Downers Grove. For consideration of such permission and permit, Ymca of Metro Chicago, Indian
(Name of Organization) Boundary
hereby fully releases and discharges the Village of Downers Grove, its officers, agents and employees from Ymca
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 Metro Chicago further agrees to indemnify and hold harmless and defend the Village of
(Applicant and Organization)
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>Kathy Dosco</u> Print Name	<u>1/7/14</u> Date
----------------------------------	-----------------------

<u>Kathy Dosco</u> Signature of Applicant	 Signature of Notary
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.....
[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:

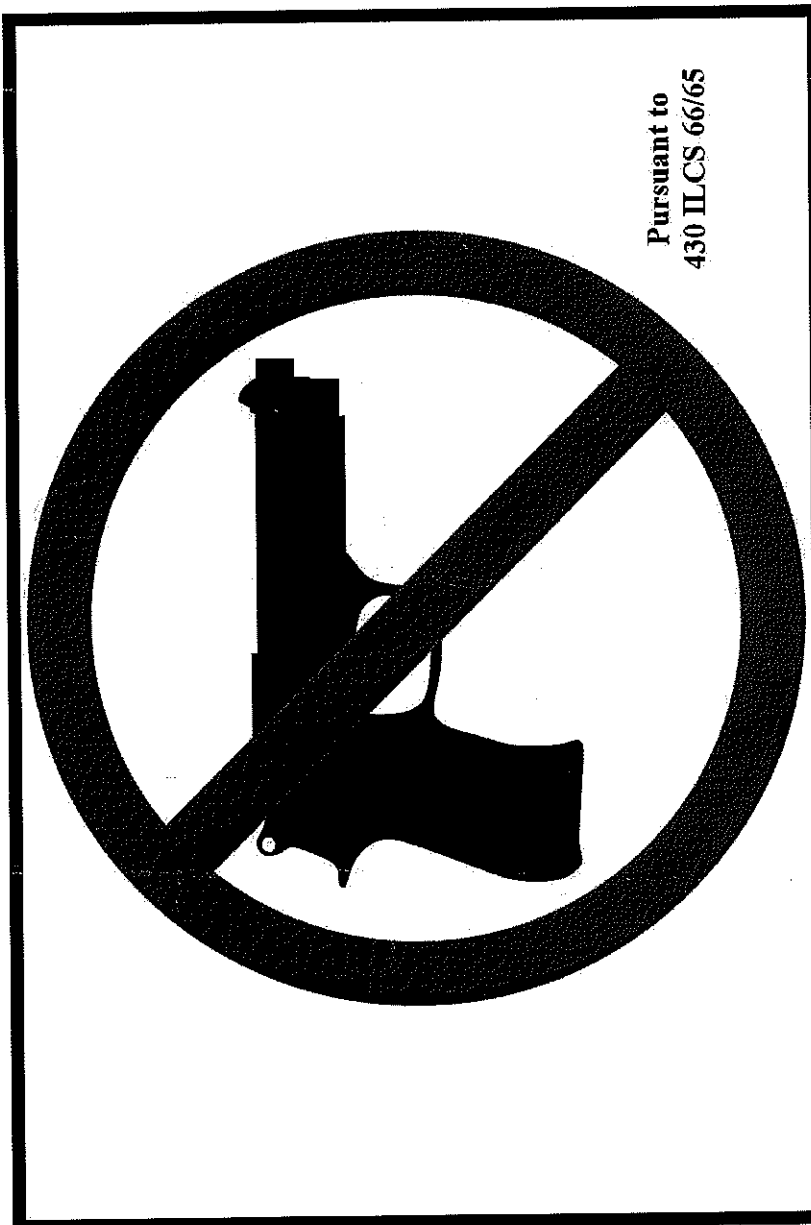
Security Deposit to be retained: _____

Total Fees Due: _____ Date Received: _____

If your event qualifies, the Village will provide each applicant with one laminated sign that is shown below. The 4" x 6" sign shall be posted and be visible at all entrances to the event. In the case of a road race or other gathering with multiple entry points, the sign shall be posted at the information / registration table. With all road races, the Village will post additional signage at the start and finish lines of the race. For other events, additional signage may be required on a case by case basis.

Applicant affirmatively states that he/she will ensure that the required sign is posted at the event's information / registration table.

Kathy Davis
Signature



**Downtown Downers Grove YMCA Market
A Report to the Village of Downers Grove
December 2013**

The 2013 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, Rob Surrusco, Chuck Keenley and Marta Cullen, with help from YMCA executive director Barb Taylor and Y staffer Rich Ray, is pleased to submit this year-end report.

Since its expansion in 2008, the Downtown Downers Grove Market continues to be the hub for activity in the downtown area from mid-May through mid-October. The market brings to the community local vendors who meet our need for farm produce and products, baked goods, specialty foods and arts and crafts and more. The feedback we receive is still overwhelmingly positive. We continue to recruit new vendors and attract new customers.

New this year:

1. The market committee is thrilled to announce that Suburban Life Media presented to the Downtown Downers Grove Market the *2013 Best in the West: Reader's Choice Award in the Farmer's Market* category. Coming in ahead of the Wheaton market, was quite a feat for the committee and our vendors. We were buzzing with pride!
2. We created a Facebook page for the Downtown Downers Grove Market. Our market intern took photos of all booths, posted them on facebook and added the market hours, vendor schedule and musician schedule for all to see. She also began an aggressive campaign to get vendors to "like us" and then appealed to our weekly shoppers. Weekly posts spurred interest. We had 94 likes by season end. We look forward to adding to the number of "likes" in 2013.
3. During the first week of August, we conducted our annual "shopper count". With three volunteers stationed at all three entrances, we counted each person coming into the market. This year, we counted **3989** people. This was quite a jump from last year. We realized it was Lalapoluza Saturday and several people visited the market while they awaited the arrival of the Metra Train to take them into the city. They may not have all been shoppers, but many were exposed to the market and hopefully stopped back later in the season.
4. We had another successful relocation to Main Street for the 2013 Rotary GroveFest. After three years, people are remembering from year to year and know where to find us. There is still not quite the volume we see when we are in the train station parking lot. We suspect some people avoid downtown during Rotary GroveFest or they're in town for the day and don't have a place to keep produce cool and fresh.
5. To encourage more full time, regular and consistent vendors, we increased our fees this spring. Our full time vendors (more than 19 Saturday) receive a

discounted fee to attend. Part time vendors, 11 or fewer weeks, pay a premium rate.

6. We also concluded the year with our annual luncheon at Ballydoyles. The vendors have created a "community" and appreciate time to visit with one another and formally close out the market season.
7. We had an increased interest from local musicians to play at the market this year, and added some new talent to the lineup. Heartland Blood Bank continued its commitment to monthly blood draws. Santa joined us at the Market in mid-October and we had a Zumba demo. Once again, Chef Laura who spent time with children, teaching them how to prepare fruits and vegetables and reinforcing the importance of healthy living. We always appreciated it when the Coffee with the Council attracted new people to the market.

With the fee increase, we saw a bump in overall net proceeds from our market efforts. Expenses included new cart purchases, advertising placards, music, a new banner, signage, an end of year vendor luncheon part time staff salaries and the Village Of Downers Grove salaries for set up and clean up. 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. For the first time, we hired part time staff to assist with set up and clean up. 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. Our vendors continue to tell us how much they appreciate our volunteer help. 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 2014. The IBY Board of Directors meets in late November and will finalize the committee by early January. There is an increased interest in an "organic farmer" and the committee will be encouraged to recruit someone who fits that bill.

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 Village Staff Mike Baker, Doug Kozlowski, Stan Balicki, Dave Fieldman and the others who have contributed to the Market's success.