



**Village of Downers Grove**  
**Village Council Policy**

Description:	<b>Rental of the Public Parking Facility</b>	
Manager's Name:	<b>Riccardo Ginex, Village Manager</b>	Effective Date: <b>05/03/05</b>
Category:	<b>Village Manager/Public Works</b>	
	<input checked="" type="checkbox"/> New Administrative Regulation	
	Amends Previous Regulation Dated: _____	
	Description of Previous Regulation (if different from above): _____	

**RESOLUTION NO. 2005-26**

**A RESOLUTION ESTABLISHING A VILLAGE COUNCIL  
POLICY REGARDING THE RENTAL OF THE PUBLIC PARKING FACILITY**

WHEREAS, the Village owns and maintains a municipal parking deck located at 945 Curtiss Street, Downers Grove, Illinois (the "Public Parking Facility"); and

WHEREAS, the Public Parking Facility contains an area commonly known as the Special Events Area, and it is deemed appropriate from time to time for the Village to allow use of the Special Events Area; and

WHEREAS, the Council of the Village of Downers Grove has determined that it is in the best interest of the Village to establish a policy to be followed in determining what requirements must be met for the issuance of a rental permit for the use of the Special Events Area of the Public Parking Facility;

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

The Special Events Area of the Public Parking Facility located at 945 Curtiss Street, Downers Grove shall be rented pursuant to the following procedures:

- A. Only the Special Events Area, as depicted on Exhibit A, of the Public Parking Facility shall be rented;
- B. The Public Parking Facility shall only be rented to other local governmental agencies, subsidiaries of local governmental agencies, and other Downers Grove not-for-profit organizations as defined in the General Not For Profit Corporation Act of 1986 805 ILCS 105/101.01 *et al.*;

- C. All functions held in the Public Parking Facility must be conducted in accordance with applicable federal and State laws, and local ordinances;
- D. The Public Parking Facility shall be rented to entities in the following order of priority:
  - 1. Village of Downers Grove;
  - 2. Downers Grove Public Library, School District 58 and 99, Downers Grove Park District, Downers Grove Sanitary District, and any subsidiary thereof;
  - 3. Downers Grove, not-for-profit organizations
- E. The Public Parking Facility may be rented from 5:00 p.m. to 11:00 p.m. Monday through Thursday; 5:00 p.m. through 12:00 a.m. Fridays; 9:00 a.m. through 12:00 a.m. Saturdays; and 9:00 a.m. through 11:00 p.m. on Sundays;
- F. Prior to rental, all applicants must read and sign the rental agreement (a copy of which is attached hereto as Exhibit B), certifying that they have read, understand and agree to be bound by Village rules, regulations and guidelines as stated therein.
- G. The Village may from time to time alter the terms and conditions contained in the rental agreement.

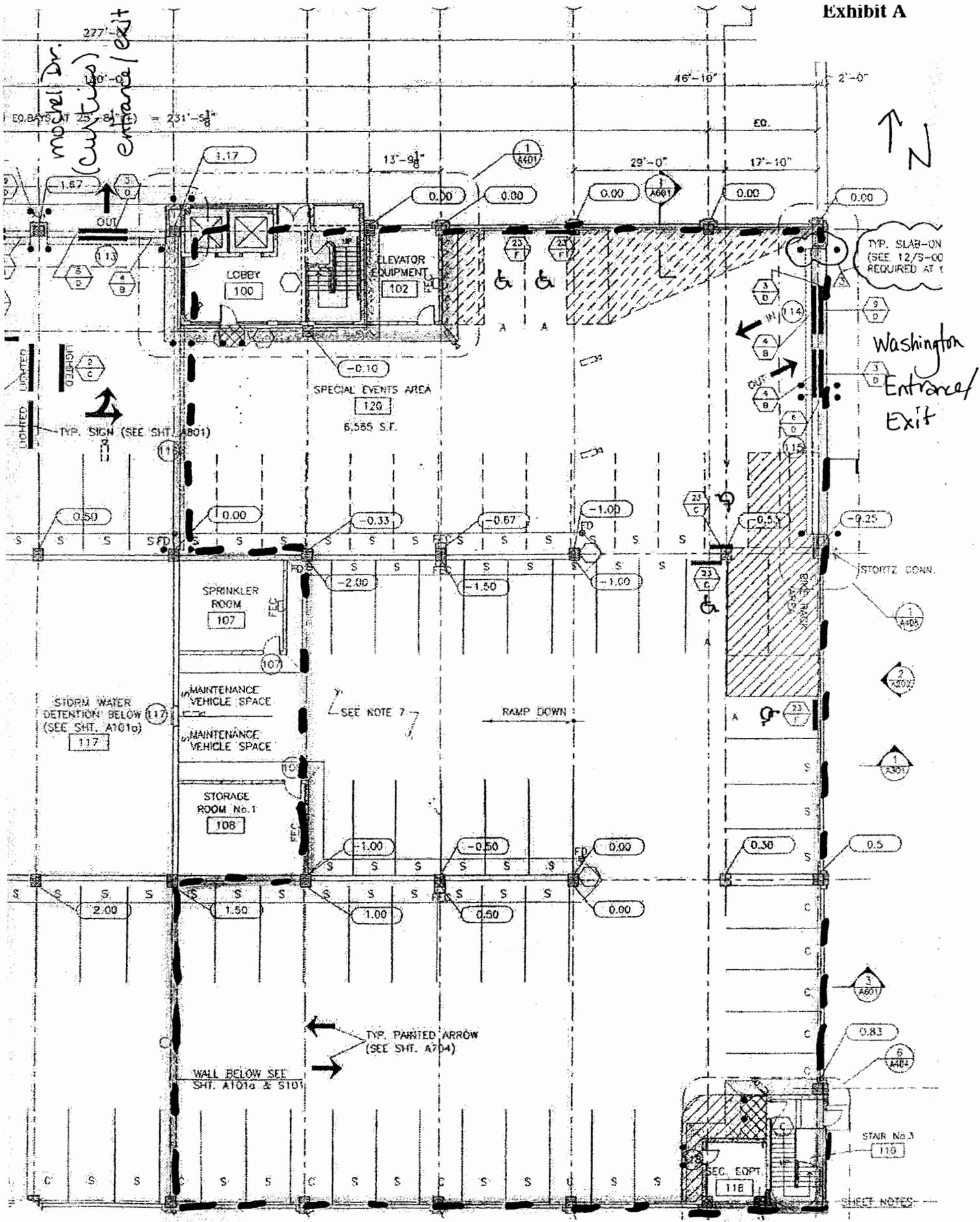
This policy is not intended nor shall it impose or create any liability or obligation on the part of the Village. No liability shall be imposed on the Village, its officers, agents or employees, as a result of the existence of this policy, or any actions or inactions taken with respect to this policy. It is further expressly understood that this policy is a general guideline and shall not place any mandatory obligations upon the Village, its officers, agents or employees.

Mayor

Passed:

Attest:

Village Clerk



TYP. SLAB-ON (SEE 12/S-00 REQUIRED AT 1

Washington Entrance/Exit

SEE NOTE 7

TYP. PARTED ARROW (SEE SHT. A704)

WALL BELOW SEE SHT. A101a & S101

SHEET NOTES

## **PUBLIC PARKING FACILITY RENTAL AGREEMENT**

1. Applications for the rental of the Public Parking Facility must be submitted to the Village Manager on a form provided by the Village. Applications must be completed in full. Providing inaccurate information on the application form may result in denial of a permit.

2. Rental applications shall be made at least sixty (60) days in advance of the rental date to receive consideration. Applications will be processed in the order in which they are received and according to priority, as set out in the policy regarding rental of the Public Parking Facility. No permit for rental of the Public Parking Facility shall be issued unless the Village Manager has given notice to the Village Council at least seventy-two (72) hours prior to a regularly scheduled Village Council meeting. At such meeting the Village Council may, in its discretion, direct the Village Manager to deny the rental permit to the applicant therefor, or impose any additional conditions or restrictions as it deems appropriate.

3. An application fee shall be included in the initial submission of the application in order for the application to be considered. The application fee shall be \$150.00;

4. The applicant shall submit an overall operation and site plan showing the proposed location of ingress, egress, tables, decorations, furnishings, or any other equipment proposed to be used within the Public Parking Facility.

5. All individuals and entities are required to verify residency and status of the organization in accordance with rental categories.

6. Applications must be signed by an individual 21 years of age or older, who will assume responsibility for the organization and will be present during the entire rental period.

7. At any function involving children there must be at least one individual 21 years or older for every six children in attendance.

8. Security from the Downers Grove Police Department may be required at the discretion of the Chief of Police.

9. The Facility may be rented from 5:00 p.m. to 11:00 p.m. Monday through Thursday; 5:00 p.m. through 12:00 a.m. Fridays; 9:00 a.m. through 12:00 a.m. Saturdays; and 9:00 a.m. through 11:00 p.m. on Sundays.

10. Upon approval, the applicant must submit full payment for applicable rental charges at least seven days prior to the first rental date. Failure to pay seven days prior to the rental date may result in cancellation of the permit.

11. The Village of Downers Grove reserves the right to cancel any standing permit if deemed in the best interest of the Village.

12. Applicants as well as any and all attendees will be confined to and may only use the Special Events Area of the Public Parking Facility. Applicants may not allow any attendee to utilize or enter other areas of the Public Parking Facility.

13. Applicants may not enter the facility prior to the time designated in the permit. Applicants and any and all attendees must vacate the premises at the time designated in the permit.

14. Any items and/or equipment to be brought into the facility must be approved by the Village of Downers Grove prior to the rental date.

15. Applicant shall maintain throughout the term of the license, general comprehensive liability insurance; hazard insurance, including comprehensive form, premises-operations, explosions and collapse hazard, underground hazard and products completed hazard; automobile liability insurance; dram shop, or liquor liability insurance, if applicable; and workers compensation insurance-all naming as additional insured the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees. Such insurance shall be provided by carriers licensed in the State of Illinois and maintaining a Best rating of at least A+. Dram Shop Insurance, if applicable, shall include coverage to the statutory limits for the State of Illinois, but not less than Three Million Dollars (\$3,000,000.00). Such General Liability Insurance shall be in the amount of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate covering bodily injury, including death, and property damage. If the Licensee employs independent contractors, Licensee shall insure that these contractors maintain appropriate levels of insurance and that the Village is named as an additional insured under each policy. Not less than one week prior to the event, Licensee shall furnish to the Village Manager with Certificates of Insurance evidencing all of the aforementioned types and limits of insurance to be in effect. The insurance required by this section shall be maintained by the applicant throughout the term of the license and such other period of time during which applicant operates or is engaged in the removal of its facilities.

16. Smoking and gambling are prohibited in the Public Parking Facility. No food preparation or cooking shall be allowed in the Public Parking Facility.

17. Animals are not allowed in the Public Parking Facility, unless otherwise required to provide assistance to the disabled.

18. Applicant may post signage for purposes of their function, but any and all signs must be removed at the conclusion of the function.

19. Applicants may not store equipment or supplies in the Public Parking Facility or on Village property.

20. In order to protect the public health, safety and welfare, the Public Parking Facility shall be inspected prior to the date of the event and at the conclusion of the event. Applicant shall be responsible for any and all fees associated with said inspections.

21. The applicant shall provide the Village with a security deposit in an amount as may be directed by the Village Manager. The security deposit shall be maintained by the applicant throughout the term of the rental agreement. Such security deposit shall be retained until an inspection is completed upon the public property to ensure that there has been no damage to it as a result of the use thereof. Applicant shall be responsible for any and all fees associated with said inspections. Any damage or cost of repairs to the facility that exceeds the security deposit will be charged to the applicant.

22. Upon departure, the applicant will be responsible for any clean up and for restoring the facility in the same orderly condition in which it was maintained prior to applicant's use. Any damages or excessive clean up will result in the forfeiture of the security deposit and applicant being billed for costs, if necessary. This may also result in the denial of future permits.

23. Depending upon the nature and complexity the event and as determined by the Chief of Police, the applicant may be required obtain Downers Grove Police Department personnel to serve as

security for the special commercial event. The applicant shall be required to pay any and all costs associated with the security detail.

24. Depending upon the nature and complexity the event and as determined by the Public Works Director, the applicant shall be required to pay any and all costs associated with Village personnel involved in the set up, breakdown or aid rendered to the applicant during the course of the event which will ensure adequate traffic and pedestrian flow.

25. Depending upon the nature of the event, the applicant may be required to obtain approval from the D5uPage County Health Department.

26. The Village of Downers Grove shall assume no responsibility for any accident, personal injury or loss of property. The applicant agrees to indemnify and hold the Village of Downers Grove, its officers, agents, and employees harmless for any costs, damages or liability resulting from the applicant's activities or programs. Applicant further agrees to waive and release any and all claims for personal injury, damage to property or otherwise, for themselves and any attendees of applicant's programs or activities.

27. Any license granted under this Section shall be subject to the absolute and primary right of the Village to protect the public health safety and welfare. In the event of an emergency, or to prevent or protect against an immediate threat to the public health safety and welfare, the Village Manager may order the immediately cessation of business, and removal of any or all equipment and facilities from 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 applicant has failed or refused to truthfully complete the application, or if the applicant has failed or refused to comply with the regulations of this Section, the license agreement or with other applicable law.

28. Rental fees shall be \$.10 per square foot per day. Additional charges for cleanup, security detail and Village staff, inspection and other fees may apply.

29. A license issued pursuant to this Section shall not be transferable or assignable and shall not confer any property rights in the underlying right of way.

APPLICANT

\_\_\_\_\_

VILLAGE OF DOWNERS GROVE

\_\_\_\_\_

Attest:

\_\_\_\_\_

Village Clerk

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

**VILLAGE OF DOWNERS GROVE**  
**801 Burlington Avenue**  
**DOWNERS GROVE, IL 60515**  
**630/434-5500 FAX: 630/434-5571**

**FACILITY RENTAL APPLICATION/AGREEMENT**

Applicant (Organization) Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Designated Contact Person \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Facility Requested:  
\_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

Description of Activity: \_\_\_\_\_

Is your group/organization based in the Village of Downers Grove? \_\_\_\_ Yes \_\_\_\_ No

Is your group/organization not-for-profit? \_\_\_\_ Yes \_\_\_\_ No

If you checked "Yes", sufficient proof must be submitted with this application.

<u>Date(s) Requested</u>	<u>Day</u>	<u>Time</u>	<u>Facility Requested</u>
1. _____	_____	_____ To _____	_____
2. _____	_____	_____ To _____	_____
3. _____	_____	_____ To _____	_____

I, the undersigned, hereby certify that I have read, understand, and agree to abide by the terms and conditions of Village of Downers Grove as set forth in Facility Rental Agreement.

\_\_\_\_\_  
Applicant/Organization Representative Signature

\_\_\_\_\_  
Print Name

Date \_\_\_\_\_

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Office Use Only

Facility Rental Charge \_\_\_\_\_

Staff Fee \_\_\_\_\_

Security Deposit \_\_\_\_\_

Proof of Residency \_\_\_\_\_

Other \_\_\_\_\_

Date of Payment \_\_\_\_\_

Inspection Fee \_\_\_\_\_

Security Fee \_\_\_\_\_

TOTAL \_\_\_\_\_

Approved By: \_\_\_\_\_  
Village Council or their designee

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