

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**FEBRUARY 19, 2013 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
2013 Downtown Downers Grove Market	✓ Resolution Ordinance Motion Discussion Only	Tom Dabareiner, AICP Community Development Director

**SYNOPSIS**

A resolution has been prepared authorizing the Village to enter into an agreement with the YMCA to hold the Downtown Downers Grove Market on Saturday mornings from 7:00 a.m. to 12:30 p.m. between May 11 and October 19, 2013.

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The YMCA would be responsible for all costs incurred by the Village. These costs would be billed to the applicant after the event. The Village's not-to-exceed amount for staff time for this event is \$7,740. The table below shows the net revenues, as reported by the YMCA, and actual Village costs for the past three years.

Year	Net Revenues	Actual Billed Costs
2010	\$29,284	\$4,724
2011	\$28,929	\$6,985
2012	\$36,942	\$7,617

**RECOMMENDATION**

Approval of the agreement on the February 19, 2013 consent agenda.

**BACKGROUND**

Since 1991, the Village and the Indian Boundary YMCA (YMCA) have participated in an agreement which allows the YMCA to conduct a Farmers' Market on Village owned property. The event includes the traditional agricultural based products typically found in similar farmers' markets in addition to other products. Total net revenues increased from \$28,929.26 in 2011 to \$36,942 in 2012 for the YMCA. The attached report and recap from the 2012 Market provide additional information from last year's event.

There are no changes for the 2013 Downtown Market. It will be conducted from May 11 to October 19. The 2013 event will be the same size and layout as the 2012 Market. The Market will be conducted in Parking Lot B and in front of the Main Street Train Station. Vendor parking will be made available at Village Hall. Under the agreement, the Village is responsible for bringing tables, chairs and an extension cord to the location by 7:00 a.m., as well as returning these items by 1:00 p.m. The Village will be responsible for placing and removing directional signage on the rights-of-way. The YMCA is responsible for the clean-up of the Market area after each day of activity. These as well as other requirements are listed within the attached agreement.

Similar to the 2012 market, the YMCA is requesting to keep the Market Downtown and move it to Main Street as part of the 2013 Grove Festival. Main Street would be closed between Curtiss Street and Grove Street on June 22, 2013. Additional staff time will be required for police services at the intersection of Main Street and Curtiss Street and barricade set-up for the Grove Fest weekend. The additional staff time is reflected in the estimated direct costs provided above.

#### **ATTACHMENTS**

Agreement

Aerial Map

Downtown Downers Grove Market Rules 2013

Downtown Downers Grove Market Temporary Use Application

2012 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 2013 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 2013 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 2013 DOWNTOWN DOWNERS GROVE MARKET**

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of Feb, 2013, between the Village of Downers Grove (the "Village"), a municipal corporation and the Indian Boundary YMCA of the YMCA of Metropolitan Chicago, (the "YMCA"),

**WITNESSETH**

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

1. RIGHTS AND OBLIGATIONS OF THE YMCA

a. The YMCA shall co-sponsor, organize, and conduct the 2013 Downtown Downers Grove Market beginning Saturday, May 11 and running for twenty-four (24) consecutive Saturdays including Saturday, October 19. This agreement in no way guarantees the YMCA joint participation in the Downtown Downers Grove Market for future years.

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

c. The YMCA shall comply with the Village's "Rules of the Downers Grove 2013 Downtown Downers Grove Market" attached to and made a part of this agreement as Exhibit A. Any changes to the rules must be approved by both parties.

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

e. The YMCA shall implement the "Rules of the Downers Grove 2013 Downtown Downers Grove Market" (Exhibit A) including the processing of applications from market vendors and collection of the appropriate space reservation fee. The YMCA shall retain all space reservation fees collected.

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

g. The YMCA shall purchase an occurrence based liability insurance policy with limits of not less than \$2,000,000.00 per occurrence naming the Village, its officers, agents, and employees as additional insured to cover any personal injury or property damage claim, suit, action, or liability whatsoever arising out of the Downtown Downers Grove Market and shall name the Village as an additional insured. Thirty (30) days prior to the first scheduled day of the Market, the YMCA shall provide the Village with proof of insurance as set forth above, which shall remain in full force for the term of this agreement and may not be canceled except upon thirty (30) days written notice to the Village.

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

i. In December 2013, the YMCA shall submit to the Village a Market Annual Report including a statement of all revenues and expenditures associated with the 2013 Downers Grove Market.

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

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

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

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

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

2. RIGHTS AND OBLIGATIONS OF THE VILLAGE

a. The Village shall co-sponsor the 2013 Downtown Downers Grove Market beginning Saturday, May 11, and running for twenty-four (24) consecutive Saturdays including Saturday, October 19.

b. The Village shall place and remove the Downtown Downers Grove Market directional signs on the public rights-of-way in the Village.

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

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

e. The Village shall post a sign at the entrance of Parking lot B stating "No parking 2:00 am – 2:00 pm on Saturdays".

f. The Village shall make available a 100 foot extension cord each week; however, such equipment may not be available during certain special events. The Village shall notify the YMCA if another conflicting event is scheduled.

g. By 7:00 am, the Village shall bring to the parking lot tables and chairs and then return them at their convenience between 12:30 and 1:00 pm.

h. By 7:00 a.m. the Village shall have available the power cables and electrical distribution panels required for the adequate provision of electricity to vendor booths; however, such equipment may not be available during certain special events.

i. The Village reserves the right to restrict or prohibit any behavior that the Village deems to be objectionable, in conflict with the nature of the Downtown Downers Grove Market, or threatens the public health, safety, or welfare. Nothing herein shall require the Village to take any action or create any liability for failure to act.

j. The YMCA shall pay for all personnel, services, supplies and equipment costs incurred by the Village not to exceed \$7,740.00. The Village shall invoice the YMCA for these costs within thirty (30) days of the conclusion of the final 2013 Farmer's Market. The Village will work cooperatively with the YMCA to identify and implement cost savings measures related to Village expenses.

k. For the June 22, 2013 Market, the Village of Downers Grove shall make Main Street (from Curtiss to Grove) available. All services detailed in Paragraph 2 shall be provided to the YMCA by the Village.

### 3. INDEMNIFICATION

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

### 4. ASSIGNMENT OF RIGHTS

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

5. CANCELLATION OR SUSPENSION OF THE FARMERS' MARKET

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

The Downtown Downers Grove Market may be canceled or suspended by the Village without notice in the event of threat to the public health, safety, or welfare, as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The Village shall not be liable to the YMCA for any losses incurred by such a cancellation or suspension.

6. GOVERNED BY ILLINOIS LAW

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

7. ILLEGAL OR UNENFORCEABLE PROVISION OF THE CONTRACT

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

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

VILLAGE OF DOWNERS GROVE

INDIAN BOUNDARY YMCA OF THE YMCA OF METROPOLITAN CHICAGO

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

BY: Barbara Jayson  
(Title) Executive Director

ATTEST:

ATTEST:

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

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



January 24, 2013

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

**RE: Temporary Use Permit for 2013 Downtown Market**

**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

Dear Ms. Taylor:

Village staff reviewed the requested permit for 2013 Downtown Market for May 11-October 19, 2013 from 7:00 am to 1:00 pm. Village Council review of the event is tentatively scheduled for February 12, 2013.

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

1. The Village staff will set-up electrical equipment, signage and barricades prior to the event. Village staff will then remove the electrical equipment, signage, barricades and garbage at the conclusion of the event. Staff estimates 120 hours will be needed to complete the set-up and clean-up for the event over the 24 weeks. The total estimated cost for this service is \$7,200.
2. Staff estimates the additional time for the June 22, 2013 Market is 9 hours. The estimated additional cost for this day would be \$540.
  - a. Staff anticipates an additional 4 hours of staff time to set up the June 22, 2013 Market. This time is required for the additional sign and barricade placement for opening and closing Main Street.
  - b. One police officer will be on site for 5 hours to help patrol the intersection of Main Street and Curtiss Street.

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

Staff is recommending the final agreement include the following conditions:

1. A final vendor lay-out must be provided no later than **June 4, 2013** for the June 22, 2013 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 22<sup>nd</sup> Market:
  - a. Due to the Saturday Morning Craft Fair in Fishel Park, Main Street will be open to local traffic only between Maple Avenue and Grove Street.
  - b. Due to the Grove Festival, Main Street will need to be completely open no later than 1:00 pm. As such, vendors must complete their tear down by 12:30 pm.
  - c. Market vendors will need to approach the area on Main Street from the south and use Curtiss Street and use Washington Street to get to designated parking areas. Grove Street and Carpenter Street will be unavailable for use by Market vendors due to the Craft Show.
3. The Indian Boundary shall provide written notice to all affected residents, businesses and property owners on Main Street between Curtiss Street and Maple Avenue.
4. The Indian Boundary YMCA shall provide written confirmation from Downtown Management that they do not object to the re-location of the June 22, 2013 event to Main Street.



www.downers.us

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

Staff anticipates this event will be reviewed by the Village Council on February 12, 2013. Please provide the following no later than **February 1, 2013** to ensure placement on this agenda:

- 2013 Vendor Application
- 2013 Vendor Agreement
- 2013 Market Rules

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

Sincerely,  
VILLAGE OF DOWNERS GROVE

Jeff O'Brien, AICP  
Planning Manager  
Community Development Department

Att.  
C. Staff Review Team

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**COMMUNITY RESPONSE  
CENTER**

630.434.CALL (2255)

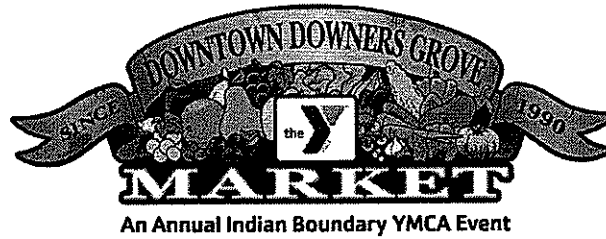
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FAX 630.434.5495

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**Downtown Downers Grove Market and Vendor Application 2013**

Owners Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
\*Daytime Phone: \_\_\_\_\_ Work: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
\*E-mail: \_\_\_\_\_  
Website: \_\_\_\_\_

\*Must be completed

**Sales Tax Identification (Provide one of the following)**

\_\_\_\_\_ State Tax ID  
\_\_\_\_\_ Fed Tax ID  
\_\_\_\_\_ Social Security Number or letter from the State  
of Illinois confirming this business is exempt from sales tax.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**Vehicle:** Van \_\_\_\_\_ Truck \_\_\_\_\_ Size (by feet) \_\_\_\_\_

**Request for Electricity** \_\_\_\_\_ yes \_\_\_\_\_ no *You will likely need your own extension cord. There is a slight surcharge or \$3.00 per week for electricity.* Electricity is needed for the following equipment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- \_\_\_\_\_ Saturday, May 11
- \_\_\_\_\_ Saturday, May 18
- \_\_\_\_\_ Saturday, May 25
- \_\_\_\_\_ Saturday, June 1
- \_\_\_\_\_ Saturday, June 8
- \_\_\_\_\_ Saturday, June 15
- \_\_\_\_\_ Saturday, June 22---Due to Rotary Grovifest, the market will relocate to Main Street.
- \_\_\_\_\_ Saturday, June 29
- \_\_\_\_\_ Saturday, July 6
- \_\_\_\_\_ Saturday, July 13
- \_\_\_\_\_ Saturday, July 20
- \_\_\_\_\_ Saturday, July 27
- \_\_\_\_\_ Saturday, August 3
- \_\_\_\_\_ Saturday, August 10
- \_\_\_\_\_ Saturday, August 17
- \_\_\_\_\_ Saturday, August 24
- \_\_\_\_\_ Saturday, August 31
- \_\_\_\_\_ Saturday, September 7
- \_\_\_\_\_ Saturday, September 14
- \_\_\_\_\_ Saturday, September 21
- \_\_\_\_\_ Saturday, September 28
- \_\_\_\_\_ Saturday, October 5
- \_\_\_\_\_ Saturday, October 12
- \_\_\_\_\_ Saturday, October 19

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Please email to [marketintern@ymcachicago.org](mailto:marketintern@ymcachicago.org)  
or mail to  
Market Intern  
Indian Boundary YMCA  
711 59th Street  
Downers Grove, IL 60516

## Downtown Downers Grove Market

Thank you for your interest in our Downtown Downers Grove Market. The Indian Boundary YMCA has been conducting the Market with the Village of Downers Grove for more than 20 years. In the past few years, we have earned the reputation as one of the top markets in DuPage County with over 3,000 visitors during peak weeks.

### What's New?

The Market committee has been busy planning the 2013 season. This is a list of what is new this year.

1. There is a slight fee increase for all this year, however full time vendors receive the smallest increase, those vendors who attend infrequently will see a larger increase. We have eliminated the day-of payment option.
2. 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.
3. For the safety of our customers, we will strictly enforce **no vehicles are allowed into the market after 6:45 am., and no vehicles may enter/exit the market before 12:45.**
4. We will have a Market Facebook page to communicate with market customers and allow you to post updates on this page.
5. Rotary Downers Grove Fest will be held Saturday, June 22rd. **This event does require that we relocate to Main Street.** We will keep you abreast of all changes.
6. All market vendors who drive their vehicles into the market must provide proof of automobile insurance along with proof of liability insurance.

### **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 xxxxxxxx630-221-6113, gkaplan@dupagehealth.org for any/all necessary applications and information. We will require proof of completed forms and payments made before set up is allowed.
6. All out of state vendors bringing in fruits, vegetables or plants of any kind must also contact The Illinois Department of Agriculture at (815)787-5476.
7. E-mail (or send) completed application by March 15, 2013 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 btaylor@ymcachicago.org, if you have any questions or concerns. If you do not receive a reply from your application by March 30<sup>th</sup>, of mailing please call the YMCA at (630)929-2408.

**Proof of insurance must be submitted with the final vendor agreement--**Vendor agrees throughout the term to procure and maintain, at its expense, in companies reasonably acceptable to YMCA, the following types of insurance (i) public liability insurance with \$1,000,000/\$2,000,000 limits of liability, or an umbrella liability with a limit of not less than \$2,000,000; and (ii) workers' compensation insurance (if you have employees) at statutory amounts but in no event less than \$1,000,000 per accident or disease. **The YMCA of Metropolitan Chicago must be named as an additional insured:** Vendor shall furnish to YMCA certificates evidencing such coverage, which certificates shall state that such insurance may not be materially reduced or materially changed without thirty (30) days prior written notice to Vendor and YMCA. Vendors must also provide proof of automobile insurance for their own vehicles or those of their employees who drive into the market.

### **Market Information and Market Rules**

**Dates:** Saturdays 7:00 a.m. until 12:30 p.m. May 11 through October 19.

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

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

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

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

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

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

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

**Full Time Vendor:** A vendor that commits to attending the entire season (at least 19 of the 24 dates). 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 between 12 and 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.**

**Infrequent Vendors:** A vendor who commits to less than 11 weeks 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. There is ample parking north of the railroad tracks. Parking is free for market vendors.

**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 2013 market schedule.

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

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

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

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

**Next Steps:** Once the application has been submitted, vendors will be notified regarding eligibility. At that time the YMCA will send a contract. A signed contract, confirmation of dates, **proof of insurance** must be submitted by the deadline and prior to the first market. We also need confirmation indicating you have checked with the Department of Public Health or have an active DPH license.

Indian Boundary YMCA  
Downers Grove Downtown Market  
MARKET VENDOR AGREEMENT

THIS DOWNTOWN MARKET VENDOR AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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 am. 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. **For the safety of shoppers, 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 contracted days. 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 professional signage for your booth**. We recommend you list business name and phone, email or website address; and

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

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

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

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

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

4. Term. The term of this Agreement shall commence on May 12, 2013 and terminate on October 20, 2013 (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.

And

(iii) proof of automobile insurance for all cars that drive into the market.

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

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

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

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

11. Relationship of the Parties. Vendor is participating in the Downtown Market only for the purposes and to the extent set forth in this Agreement and Vendor's relationship to the YMCA shall, during the Term, be that of an independent contractor. Accordingly, Vendor shall not withhold, from sums becoming payable to YMCA hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security). Taxes and employees of one party are not entitled to any of the benefits that the other party provides for its own employees. Vendor has no authority to enter into contracts or agreements on behalf of YMCA.

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

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

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

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

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

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

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

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

(Vendor Name—please print)

(Business Name—please print)

(Signature)

Date:

OF METROPOLITAN CHICAGO  
Indian Boundary YMCA

YMCA

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

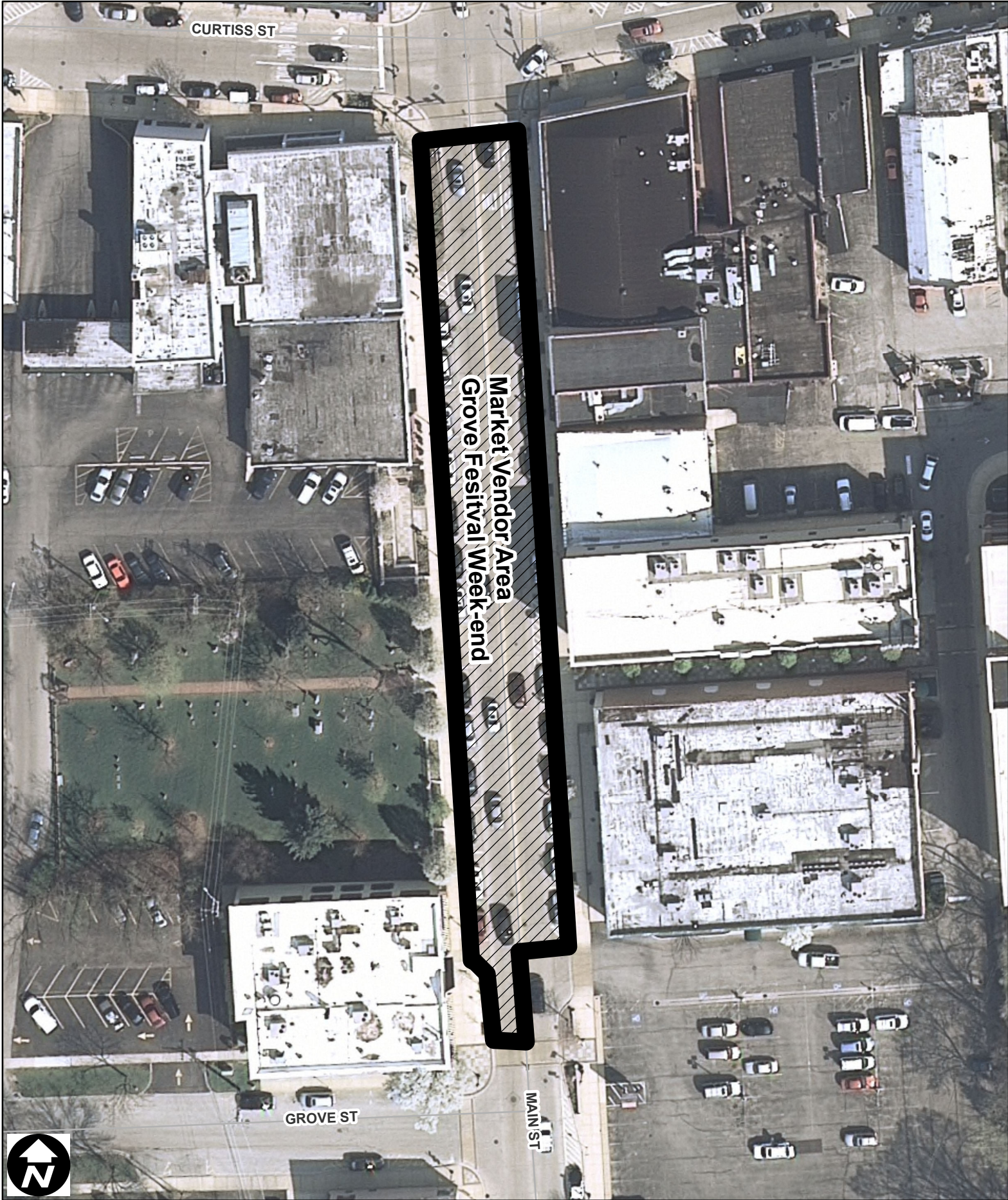
Date: \_\_\_\_\_

# 2013 Downtown Market



# 2013 Downtown Market Layout

## Grove Festival (6/22/13)





www.downers.us

January 24, 2013

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

**RE: Temporary Use Permit for 2013 Downtown Market**

**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

Dear Ms. Taylor:

Village staff reviewed the requested permit for 2013 Downtown Market for May 11-October 19, 2013 from 7:00 am to 1:00 pm. Village Council review of the event is tentatively scheduled for February 12, 2013.

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

1. The Village staff will set-up electrical equipment, signage and barricades prior to the event. Village staff will then remove the electrical equipment, signage, barricades and garbage at the conclusion of the event. Staff estimates 120 hours will be needed to complete the set-up and clean-up for the event over the 24 weeks. The total estimated cost for this service is \$7,200.
2. Staff estimates the additional time for the June 22, 2013 Market is 9 hours. The estimated additional cost for this day would be \$540.
  - a. Staff anticipates an additional 4 hours of staff time to set up the June 22, 2013 Market. This time is required for the additional sign and barricade placement for opening and closing Main Street.
  - b. One police officer will be on site for 5 hours to help patrol the intersection of Main Street and Curtiss Street.

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

Staff is recommending the final agreement include the following conditions:

1. A final vendor lay-out must be provided no later than **June 4, 2013** for the June 22, 2013 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 22<sup>nd</sup> Market:
  - a. Due to the Saturday Morning Craft Fair in Fishel Park, Main Street will be open to local traffic only between Maple Avenue and Grove Street.
  - b. Due to the Grove Festival, Main Street will need to be completely open no later than 1:00 pm. As such, vendors must complete their tear down by 12:30 pm.
  - c. Market vendors will need to approach the area on Main Street from the south and use Curtiss Street and use Washington Street to get to designated parking areas. Grove Street and Carpenter Street will be unavailable for use by Market vendors due to the Craft Show.
3. The Indian Boundary shall provide written notice to all affected residents, businesses and property owners on Main Street between Curtiss Street and Maple Avenue.
4. The Indian Boundary YMCA shall provide written confirmation from Downtown Management that they do not object to the re-location of the June 22, 2013 event to Main Street.



www.downers.us

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5101 Walnut Avenue  
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Illinois 60515-4046  
630.434.5460  
FAX 630.434.5495

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

Staff anticipates this event will be reviewed by the Village Council on February 12, 2013. Please provide the following no later than **February 1, 2013** to ensure placement on this agenda:

- 2013 Vendor Application
- 2013 Vendor Agreement
- 2013 Market Rules

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

Sincerely,  
VILLAGE OF DOWNERS GROVE

Jeff O'Brien, AICP  
Planning Manager  
Community Development Department

Att.

- C. Staff Review Team

12-TEM-0116

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

Please print clearly in ink

#### PART A: APPLICANT INFORMATION

Name of Applicant: Ymca of Metro Chicago (INDIAN BOUNDARY Ymca)

Address: 711 59<sup>th</sup> St.

City: Downers Grove State: IL Zip: 60516 Phone: 630-929-2408

Email: btaylor@ymcachicago.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.*

Name of Business Manager/Event Contact: Barbara Taylor

Address: Ymca, 711 59<sup>th</sup> St

City: Downers Grove State: IL Zip: 60516 Phone: 6309292408

Email: btaylor@ymcachicago.org

\*\*\*\*\*

#### PART B: EVENT INFORMATION

Name of Event: Downtown Downers Grove Market

Event Location: Downers Grove Train Station / Main & Burlington

Description/Purpose of Event: - Farmers Market, Arts, Crafts and specialty foods

Date(s) Requested (month and day): May 11, 2013 through Oct 19, 2013

Time of Event and/or Hours of Operation (Include for each day requested): Saturdays  
market runs only - 6<sup>00</sup> am - 2<sup>00</sup> pm (setup/teardown)  
7<sup>00</sup> am - 12<sup>30</sup> pm

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

Farmers Market, Craft & Arts Fair

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 hang at the Main St entrance to the train station

- 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 Vendors (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?

Up to 3000+ during the busy weeks

Are street closures requested? Yes  No   
If yes, what streets?

Justification for street closure

but the commuter parking lot is closed

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

We will pay the Village for public works staff who remove trash

**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

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

INDIAN Boundary - Stronger Together Fund

**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>Barbara Taylor</i>	<i>12/10/12</i>
-----------------------	-----------------

Print Name

Date

<i>Barbara Taylor</i>	
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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  
(Name of Organization)

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

Ymca of 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>Barbara Taylor</u> Print Name	<u>12-10-12</u> Date
-------------------------------------	-------------------------

<u>Barbara Taylor</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:**

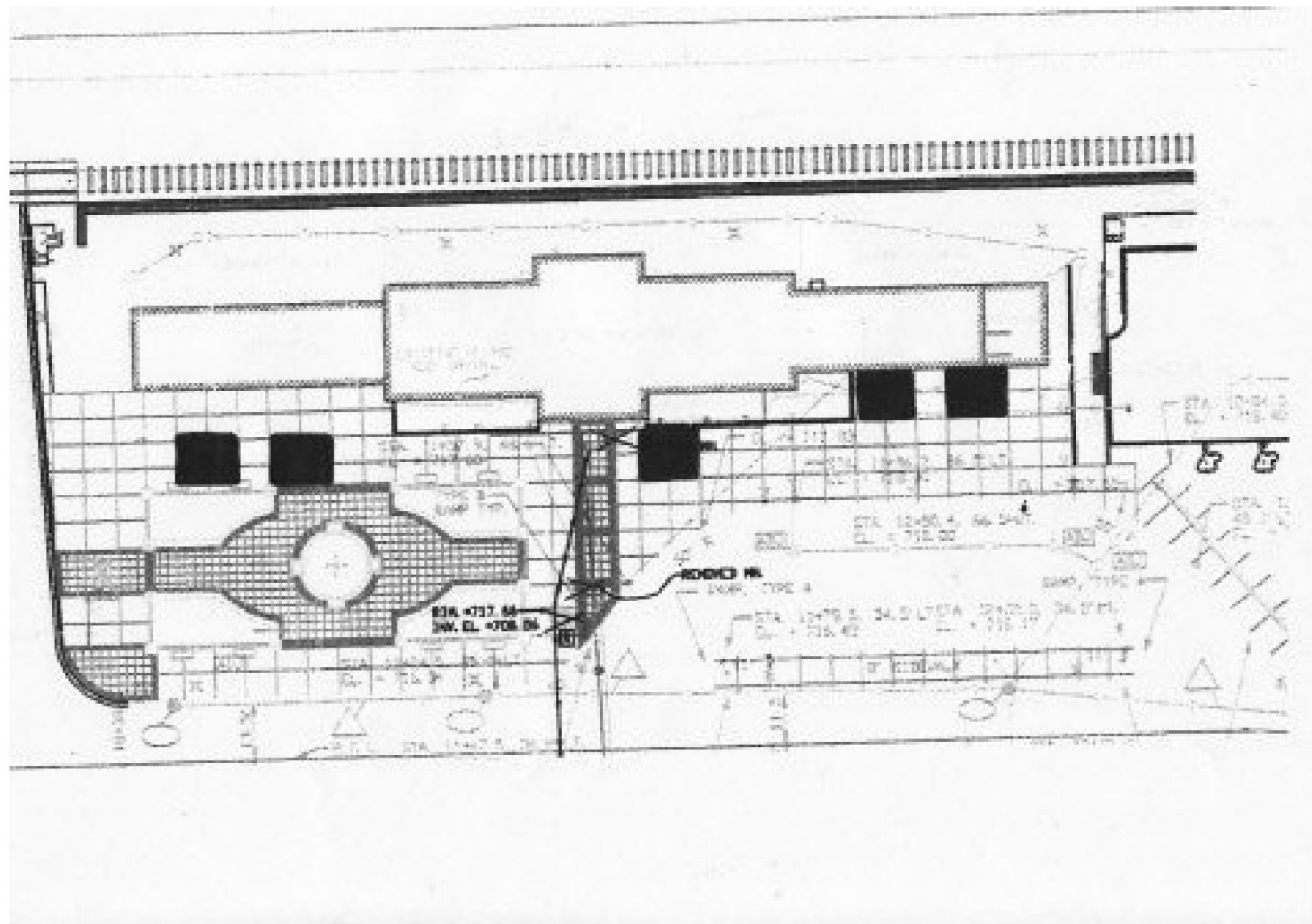
- Police Services \_\_\_\_\_
- Fire Services \_\_\_\_\_
- Public Works Services \_\_\_\_\_
- Village Manager's Office \_\_\_\_\_

**Other:**

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

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





**Saturday, June 22, 2013**  
**Downtown DG Market**

**Curtiss Street**

10 ft    10 ft    18 ft    10 ft

E		38		39
L		37	M	40
E		36	A	41
C	cheese	35	I	42
T	jake's meat	34	N	43
R		33		44
I	coffee	32		45
C		31	S	46
I		30	T	47
T	Staff of Life	29	R	48
Y		28	E	49
		27	E	50
	Flowers	26	T	51
		25		52
		24	One	53
	Produce 6	23	Way	54
		22		55
		21		56
		20		57
	Produce 5	19		58
		18		59
		17		60
		16		61
	Produce 4	15		62
		14		63
		13		64
		12		65
	Produce 3	11		66
		10		67
		9		68
		8		69
		7		70
	Produce 2	6		72
		5		72
		4		73
		3		74
		2		75
	Produce 1	1		76

**Grove Street**

- 41 48ft x 380 ft
- 42 73 vendor spots contracted
- 43 35 slots need vehicles
- 44 15 slots need electricity
- 45 of these 7 need both vehicles and electricity
- 46
- 47
- 48 1. Enter Main Street from
- 49 Curtis (one way street)
- 50 2. Vendors w/ trucks must arrive
- 51 by 6:00 a.m at the latest
- 52 3. Produce vendors will
- 53 line up in booths 1-25 in
- 54 the order you arrive.
- 55 4. All other trucks must be
- 56 in by 6:00:
- 57 5. All electricity vendors without
- 58 truck should come in after
- 59 6:00 and pull into the next
- 60 available space
- 61 6. All vendors (no trucks, no
- 62 electricity will line up on the
- 63 east side of Main Street in 10
- 64 foot increments
- 65 7. We will vend from 7:00-
- 66 12:30 and will begin dis-
- 67 mantling booths to help
- 68 insure we're out by 2:00
- 69 8. Exit Main Street by going up
- 70 to Main and 55 Street
- 72 9. Park in the lot on the corner of
- 72 Main Street and Maple Avenue
- 73
- 74 Electricity
- 75
- 76

**Green** vehicles  
Gray electricity

electricity



MAIN ST

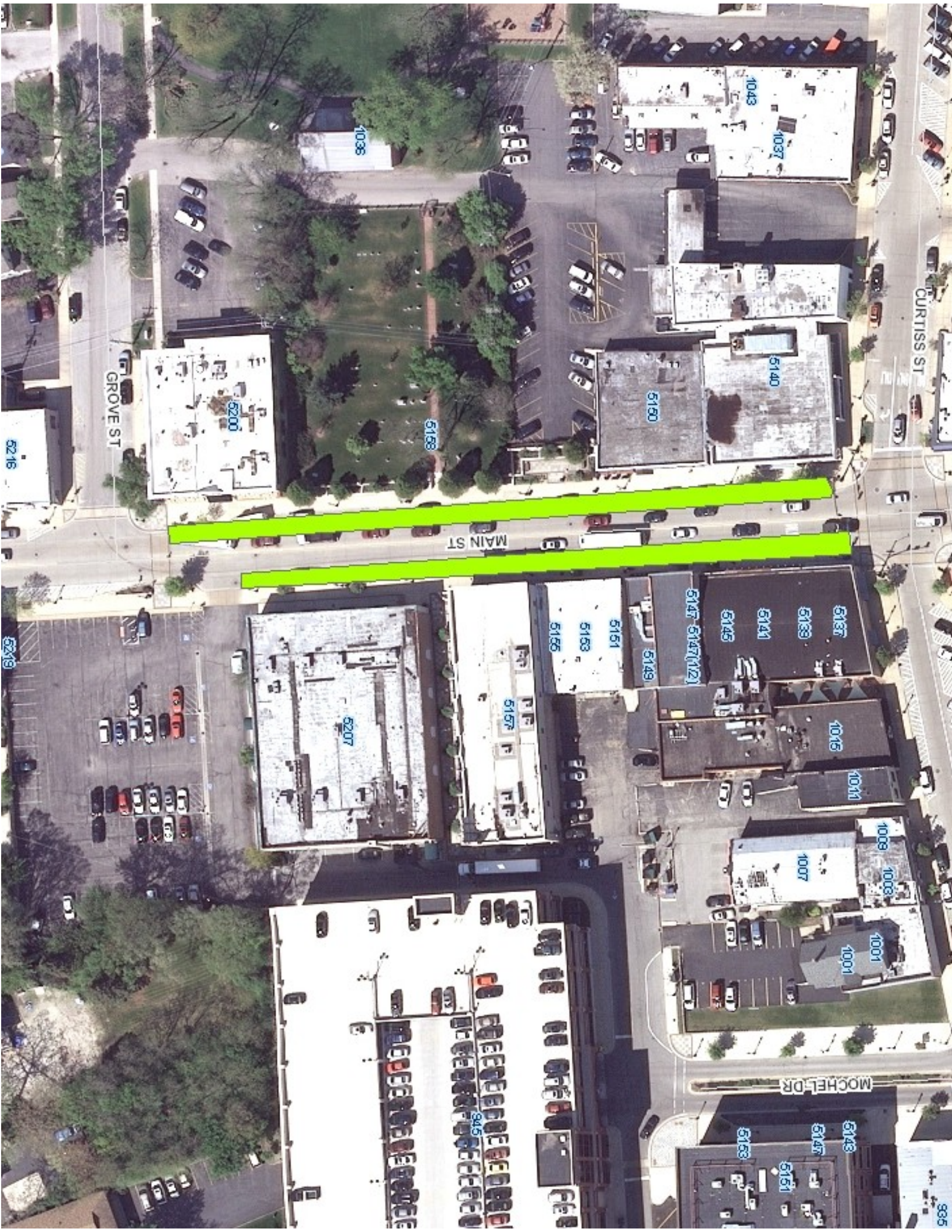
BURLINGTON AVE

MOCHEL DR

WARREN AVE

WASHINGTON ST

CURTISS ST



CURTISS ST

GROVE ST

MAIN ST

MOCHEL DR

1036

1043

1037

5180

5140

5188

5200

5216

5187

5133

5141

5145

5147-5147(1/2)

5149

5151

5153

5155

5157

5207

5219

1015

1011

1008

1003

1007

1001

1001

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## **Downtown Downers Grove YMCA Market Report November 2012**

The 2012 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, Al Allphin, Chuck Keenley and Marta Cullen, with help from YMCA executive director Barb Taylor, is pleased to submit this year-end report.

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.

This year, the committee focused primarily on the business of running a market. We had fewer initiatives than in years past but held our strongest market to date. Other than the week to week plans, this year:

1. The Market relocated to Main Street for the 2012 Rotary GroveFest. With the support of the village, the relocation went very well. We found this year's traffic to be much better than last year, although still not what we see during an average Saturday in June or July. However, we are still pleased to partner with the village and Rotary to bring the market to Main Street and expect this to continue.
2. In early August, for the second year, now, we used volunteers (and clicker counters) to count the number of people who came into the Market. We are pleased to report over 3,300 people stepped into the Market on that day, an increase over last year. We are now better equipped to estimate the number of shoppers when we recruit vendors or share the success of the Market.
3. To build community, we once again finished our year with a vendor luncheon at Ballydoyle. Our vendors generously supported the YMCA Gala raffle, purchasing tickets and pledging support.
4. This year we had a total of 70 vendors participate in the market, many were full time, some part time but all were required to vend for at least six markets.
5. We had many weeks where we were totally sold out of space and spilled into the veranda and tightened up spots. Eighty-four booth spots seems to be our limit.

We continue to receive high rates of satisfaction from our vendors. We recruited new vendors into the market who have been "waiting for a chance to get into Downers Grove". Our existing vendors continue to sell the market to their peers and we've been able to stay mostly full with the exception of the first and last month of the Market (May and October). We did find that the early spring warm up and frost had an impact on farm vendors. Our farm flower vendor started seven weeks late and left four weeks early. One of our full time vegetable vendors who is always dependable, ran out of produce and missed the last two markets.

We continue to recruit local musicians to the market and added new talent this year. Heartland Blood Bank committed to monthly blood draws. Santa joined us at the Market in mid-October and

we had a Zumba demo. We also welcomed Chef Laura who spent time with children, teaching them how to prepare fruits and vegetables and reinforcing the importance of healthy living.

There was no fee increase in 2011 but we did raise fees in 2012. We are still under priced compared to other markets and will continue to inch up fees to make sure we draw market rate fees from our vendors. The projected net proceeds for the 2012 Market are **\$36,942**. Expenses were higher this year than in years past, with the largest bill paid to the village for public works staff. 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. 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 2012. Jay Turner and Mario Olivi, YMCA board members have agreed to co-chair the 2012 Market. We had hoped to produce an email newsletter for market visitors/customers but couldn't identify an effective way to collect addresses. This year, with the help of a vendor, we will create a FACEBOOK page and collectively keep the market information fresh and current for our market community.

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