

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION

 X Resolution or Ordinance (Blue) *Waiver of First requested*
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: May 31, 2005 (B of T) Date: June 2, 2005

TITLE: Taste of Lombard Special Event & Agreement

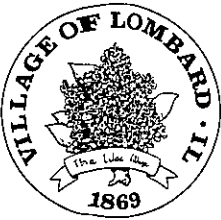
SUBMITTED BY: Community Development Department *DAW*

BACKGROUND/POLICY IMPLICATIONS:

Please see attached memorandum.

FISCAL IMPACT/FUNDING SOURCE:

Village Attorney _____ Date _____
Finance Director _____ Date _____
Village Manager W. T. Lichter Date 5/31/05



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development *DH/vtt*

DATE: June 2, 2005

SUBJECT: Taste of Lombard Special Event and Agreement

BACKGROUND

The Lombard Jaycees will be sponsoring the Taste of Lombard event, which will take place from June 30 through July 4, 2005. According to Section 110.47 of the Lombard Code of Ordinances, Temporary Special Event permits are valid only for three days. An extension is therefore requested from the Village Board for this event as well as for use of public rights-of-way-and public property for purpose of directional signage to the Taste of Lombard subject to the approval of the Village Manager.

Additionally, please find a copy of a Resolution and Agreement between the Lombard Jaycees and the Village relative to this event. The Agreement is similar to the Agreement previously approved by the Village for the event. The Agreement also sets forth the expenditure of \$25,000 for the event using Hotel/Motel funds to be used for the fireworks presentation, which was previously approved by the Village Board at the May 5, 2005 Village Board meeting.

Please note that the Agreement provides for adequate insurance to be provided by the Jaycees for this event consistent with the Special Event provisions noted within Village Code. The Jaycees are securing updated certificates of insurance for the event and the certificates will be incorporated into the final agreement accordingly.

RECOMMENDATION

Staff recommends that the Village Board approve a motion to grant an extension to the Lombard Jaycees so that they may hold their event as described above as well as use the public rights-of-way and public property for purposes of directional signage and approve a Resolution for an Agreement between the Village and the Lombard Jaycees for the event.

RESOLUTION

R _____ 06

**A RESOLUTION AUTHORIZING APPROVAL OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and the Lombard Jaycees regarding the Taste of Lombard 2005 as attached hereto; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to approve on behalf of the Village of Lombard said Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to approve said Agreement as attached hereto.

Adopted this _____ day of _____, 2005.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2005.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

**AN AGREEMENT IN REGARD TO A SPECIAL EVENT
COMMEMORATING THE FOURTH OF JULY**

THIS AGREEMENT entered into this ____ day of _____, 2005 by and between the LOMBARD JAYCEES and the VILLAGE OF LOMBARD, an Illinois Municipal corporation, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the JAYCEES desire and have offered to provide certain services and materials necessary to promote and execute a SPECIAL EVENT within the community, hereinafter called the EVENT, including, but not limited to, a fireworks display/show, on the date(s) and time(s) mutually determined by the VILLAGE and JAYCEES to locally celebrate the FOURTH OF JULY national holiday commemorating Independence Day; and,

WHEREAS, as the EVENT is open to all members of the general public, explicit actions shall be taken by the VILLAGE and JAYCEES to mutually encourage non-resident attendance to the EVENT including, but not limited to, selectively advertise to attract tourists and non-residents into the municipal boundary; equally offer and provide hotel/motel operators within the municipal boundary promotional literature, material and/or display opportunities and otherwise promote and attract non-resident overnight visitors to the EVENT; and, offer and provide generally accepted public safety services to facilitate the EVENT; and,

WHEREAS, the JAYCEES, because of increased costs and limited public jurisdictional and law enforcement abilities, have requested that the VILLAGE assist the JAYCEES in hosting said EVENT by means of providing certain direct municipal services and a limited monetary contribution to offset certain costs of the EVENT; and,

WHEREAS, residents, nonresidents, overnight tourists, and hotel/motel operators anticipate the activities of, and are attracted to attend the EVENT; the VILLAGE Board of Trustees has determined that it is in the best interests of the VILLAGE to participate in the EVENT;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, the parties hereto agree as follows:

1. That the JAYCEES agree to conduct and operate the EVENT therein accepting sole and total responsibility and liability for the financial, operational, agent participation, and overall obligations of the sponsorship and business of the EVENT.
2. That the JAYCEES shall determine its representative(s) regarding the EVENT, and shall thereafter forward to the VILLAGE the name(s) of said authorized individual(s).

3. That the JAYCEES, in conducting and operating the EVENT, shall fully comply with all applicable laws, ordinances, and regulations as provided for by federal government, the State of Illinois, the County of DuPage, and the Village of Lombard.
4. That the JAYCEES shall purchase and maintain liability insurance relative to said EVENT in the types and coverage amounts as set forth in Exhibit A attached hereto and made part hereof.
5. That the JAYCEES shall furnish to the VILLAGE satisfactory proof of coverage of the insurance requirements by a reliable company or companies before commencing the EVENT. Such proof shall consist of Certificates of Insurance executed by the respective insurance company(ies), which shall be filed with the VILLAGE. Said certificates shall contain a clause to the effect that the insurance policy(ies) shall be canceled, expired or changed as to the amount of coverage only after written notification thirty (30) days prior to the VILLAGE. In addition, said certificates shall list the VILLAGE, its officers, agents and employees as additional insured on all required insurance policies.
6. That the JAYCEES shall indemnify and save harmless the VILLAGE, its officers, agents and employees from any and all suits, actions, costs, attorney's fees, and/or claims of any kind or character brought because of any injuries and/or damages received and/or sustained by any person, persons, and/or property on account of and/or attributed to any act of omission, error, neglect, misconduct, and/or failure of the JAYCEES, and/or its officers, agents, members, and employees, arising out of, or in performance of any provision of this agreement or the EVENT.
7. That the JAYCEES shall provide at no cost to the VILLAGE such space at, and access to, the EVENT as solely determined necessary by the VILLAGE at least thirty (30) days prior to the EVENT, for use by the VILLAGE and other parties which shall be designated by the VILLAGE and/or JAYCEES as community based civic participants.
8. That the VILLAGE, for purposes of this Agreement, has determined its authorized representative to be the VILLAGE Manager, or person(s) thereafter designated by the VILLAGE Manager.
9. That the VILLAGE, contingent upon receipt of approved insurance as herein contained and the filing of appropriate permit and license applications, shall waive such bonds, fees and license payments, excluding Liquor license fees, as may be associated with the EVENT, but shall conduct all applicable inspections and enforcement applicable laws and regulations as shall be required relative to said permits and licenses.
10. That the VILLAGE shall, at its sole cost, determine and provide for the level of generally accepted public safety services required for the EVENT.

11. That the VILLAGE, upon receipt of a preliminary request from the JAYCEES, submitted no later than (60) days prior to the EVENT, for certain direct services and monetary contributions as outlined in Exhibit B, shall, within thirty (30) days thereafter, approve, approve with modifications, or deny such preliminary requests for direct services and monetary contributions as the VILLAGE solely determines to be appropriate for its participation in the EVENT.

The execution of this Agreement by the VILLAGE shall not be deemed as an approval of the requested items and amounts set forth in Exhibit B. Rather, the action of the VILLAGE contemplated by this Section 11 shall take place separately from the approval of this Agreement.

12. Each party to this Agreement shall cause its execution by person authorized to do so by Resolution of the parties' respective governing bodies.

13. Amendments, renewals, and addendum Exhibits to this Agreement shall be made only in writing with the approval of both parties by and through their respective authorized representative to this Agreement.

14. This Agreement shall be executed in two (2) counterparts so that each party shall have a copy containing original signatures. Each of these counterparts shall be regarded for all purposes as one original and shall constitute and be one and the same.

15. This Agreement and/or the obligations of each party hereunder, shall not be assigned by either party without the prior written consent of the other party.

By Resolution and approval from respective governing bodies, signatures are herein affixed.

VILLAGE OF LOMBARD

LOMBARD JAYCEES

William J. Mueller
Village President

Chapter President

ATTEST:

ATTEST:

Brigitte O'Brien
Village Clerk

Chapter Secretary

Exhibit A

Liability Insurance

Exhibit B

Community Promotions and Tourism Grant to the Jaycees

Application Deadline: _____ Date Submitted: _____



APPLICATION FOR HOTEL/MOTEL FUNDS

State law requires that Hotel/Motel funds be spent on tourism; more specifically, things and events which will promote overnight stays in Lombard.

Event/Project/Activity: Taste of Lombard Event Date(s) 6/30, 7/1, 7/2, 7/3, 7/4

Name of Organization or Group Sponsoring Event: The Lombard Jaycees

Organization Address: P.O. Box 457

Organization Phone: (630) 375-7474

Contact Person: Sharon Kuderna - Chairman
(Please indicate position in the organization)

Address: 1135 S. Edgewood

Home Phone: (630) 932-9117 Business Phone: (630) 629-4530
Cell Phone: (630) 533-1958

1. Is this the first year for your event? Yes _____ No x. If not, how many years has this event been held? 22

2. What is the estimated attendance? 60,000

3. Where will the event be held? Madison Meadow Park

4. What specifically would the Hotel/Motel funding be used for? Fireworks Display

_____ Total Amount Requested: \$25,000

5. Is this event open to the general public? Yes x No _____

6. Do you intend to apply for a liquor license? Yes x No _____

7. How will this promote tourism/overnight stays in Lombard? The Fest and Fireworks will attract out of town tourists. Also the vendors who participate in the event will have to stay the length of the Fest.

8. Will any profits generated be returned to the community? Yes x No _____ If yes, how will this be spent? ~~The amount of \$25,000 is donated to different communit~~

Please submit a budget for your event, along with this application, explaining what funding sources Group will be used no later than December 31.

Revised 12-30-92