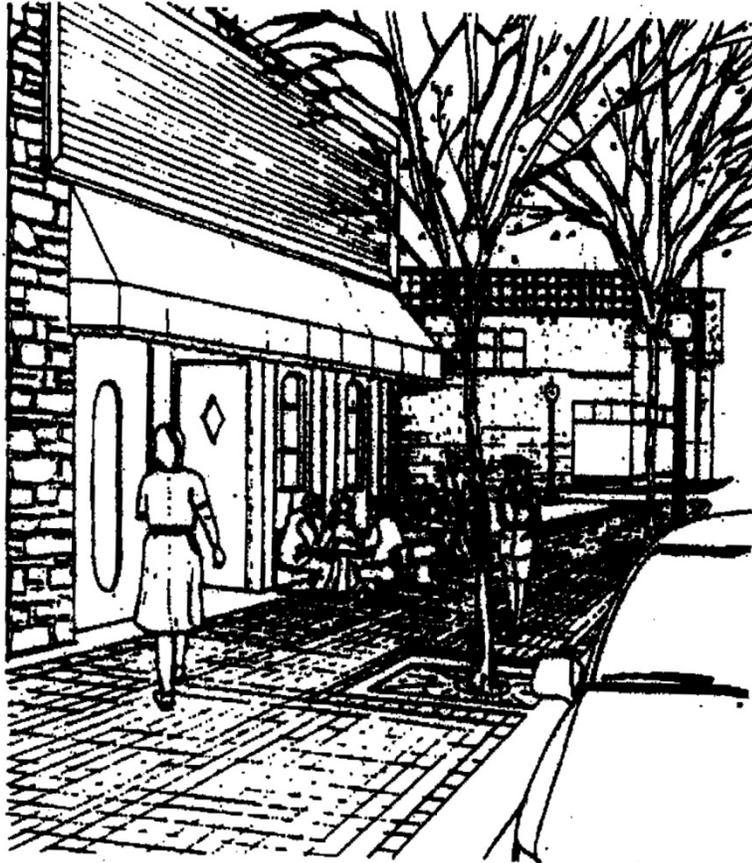


**OUTDOOR EATING CAFÉ
DOWNTOWN ARLINGTON HEIGHTS**

APPLICATION



**VILLAGE OF ARLINGTON HEIGHTS
DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
33 S. ARLINGTON HEIGHTS RD.
ARLINGTON HEIGHTS, IL 60005
847-368-5200**

APRIL 2015



OUTDOOR EATING CAFÉS IN DOWNTOWN ARLINGTON HEIGHTS



I. Introduction

The Village has adopted an ordinance permitting the installation of outdoor eating cafés on public sidewalks and on private property in the Downtown. These cafés are allowed as permitted uses in the Downtown if operated in conjunction with a restaurant within this district. Permits for the cafés will be granted after a 30-day administrative review is completed and approved.

This ordinance is a further effort by the Village to increase the economic vitality of its Downtown. The outdoor cafés will stimulate additional pedestrian traffic and will compliment the existing commercial uses within the district. It is the Village's desire to create an active commercial environment in its Downtown that will entice people to visit and discover the many services available in this district. We encourage all Downtown restaurateurs to review the attached application packet and to submit the appropriate documentation to participate in the outdoor eating district.

Any questions regarding the application process can be directed to the Planning and Community Development Department at 847-368-5200.

II. The Application Process

The Village has implemented a streamlined process to expedite the time frame for review of the outdoor eating café applications. It is the goal of the Village to process all requests within thirty (30) days of receipt of a completed application packet. The review process includes the following steps:

1. Pre-application meeting with the Planning and Community Development Department to discuss the petitioner's preliminary proposal. The purpose of this meeting is to ensure that the applicant fully understands how the review process works and what materials are needed for the submittal.
2. Petitioner submits completed application packet with all required plans and documentation to the Planning and Community Development Department for staff review
3. Outdoor eating café application distributed to all pertinent Village departments for two-week review. Each department shall make comments on the proposal and return them to the Planning and Community Development Department
4. All departmental comments returned to the petitioner within two weeks of application submittal. If required, plans are revised to reflect concerns of the various Village departments.
5. If the application is for private or public property without the service of alcohol, once staff concerns are addressed, and no outstanding issues exist, a permit for the outdoor café shall be issued by the Building Department. If the application is for private property with the service of alcohol, once staff concerns are addressed, the Liquor Commissioner has approved the service of alcohol, and no outstanding issues exist, a permit for the outdoor café shall be issued by the Building Department. If the application is for public property with the service of alcohol, once all staff concerns are addressed and no outstanding issues exist, the request will be submitted to the Village Board at the next available Committee-of-the-Whole meeting. If, after review at the Committee-of-the-Whole meeting, the Board has no outstanding concerns, a permit for the outdoor café shall be issued by the Building Department.

III. Eligibility

1. Outdoor eating cafés are allowed as permitted uses in the B-5 zoning district on private property and on Village right-of-way.
2. The use of public sidewalks for outdoor eating cafés shall only be permitted incidental to the operation of a restaurant on private contiguous property and only along the frontage of said restaurant.

IV. Requirements for Outdoor Eating Cafés

1. An annual permit fee of \$115 shall be required.
2. If on private property, written authorization from the property owner shall be required.
3. All tables, chairs, and other appurtenances shall be constructed in such a manner that they can be easily removed during winter months and/or if required by the Village.
4. All outdoor café establishments shall comply with State and Village health code regulations.
5. The sale and consumption of alcoholic beverages in the outdoor café shall be restricted by the liquor license governing the restaurant.
6. The outdoor cafés shall not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity.
7. Additional parking spaces shall not be required for outdoor cafés.
8. The operation of outdoor cafés shall be permitted between the hours of 6:00 a.m. to 11:00 p.m.
9. The proprietor shall be required to provide additional outdoor trash receptacles for the café as required by the Village Health Department.
10. All outdoor café permits shall be subject to an annual review and such permits may be revoked at any time on thirty (30) days notice.

V. Additional Requirements for Outdoor Eating Cafés on Public Sidewalks

1. The applicant must enter into a lease of the right-of-way, sign a hold harmless agreement, and submit to the Village evidence of the required insurance. The applicant agrees that it will, at its expense, obtain insurance to cover its liability hereunder, with the following minimum amounts:

Commercial General Liability:	
Bodily Injury & Property Damage	\$1,000,000 per occurrence
Combined	\$2,000,000 aggregate
Personal Injury Liability	BFGL aggregate
Worker's Compensation	Statutory (\$100,000)
Employer's Liability	\$500,000

UMBRELLA EXCESS LIABILITY:

Special Coverage shall be \$1,000,000 over primary insurance

All underlying coverage needs to be included in the Umbrella or Excess Liability policy. Any exclusions or exceptions must be noted on the certificate of insurance.

The applicant agrees that it will name the Village as Additional Insured in the general liability policies of insurance required herein (which may include a combination of underlying and umbrella coverage) with respect to the Site and the use, operation, and possession thereof and that it will provide the Village the appropriate insurance policy endorsement evidencing compliance.

2. In no case shall the operation of the sidewalk café reduce the open portion of the public sidewalk to less than five feet (5') clear of all obstructions (i.e. street lighting, benches, trees, trash receptacles, etc.)
3. All maintenance and upkeep of the public right-of-way associated with the operation of the outdoor café shall be the responsibility of the owner of such café (upkeep includes the replacement of damaged public property, i.e. brick pavers).

VI. Design Criteria

1. Canopies that are attached to the building will be permitted when in conformance with the regulations outlined in Section 30-602 of the Municipal Code.
2. All outdoor furnishings shall be designed to withstand a wind pressure of not less than thirty (30) pounds per square foot.
3. Outdoor furnishings materials and their color should be selected for continuous harmony and aesthetic quality with the adjoining buildings and streetscape. Materials shall be of durable quality such as wrought iron; light gauge materials like aluminum and plastics are generally discouraged. Weather resistant wood is allowed only as a secondary accent material.
4. Colors should be harmonious; brilliant or bright colors used only for accent.
5. Tables to be placed within the Village right-of-way shall not have a surface area greater than nine (9) square feet, be easily removable and in no way impede safe pedestrian movement.
6. Materials and finishes shall be selected for their durability and wear as well as for their beauty. The table surface shall be smooth and easily cleanable. Proper measures shall be taken to correct damage or decline due to the elements, neglect, or abuse.
7. Devices incorporated to separate eating areas from pedestrian pathways, such as fencing or planters, must conform to the above standards of design.

VII. Submittal Requirements

1. Completed application form and application fee.
2. If on private property, written authorization from the property owner.
3. If on public property, proof of insurance listing the Village of Arlington Heights as a named insured.
4. If on public property, indemnification form signed by the owner of the restaurant.
5. Site plan, drawn to accurate scale, illustrating location of the proposed outdoor eating café (see attached example).
6. Catalog cuts and/or photographs of all furniture and other appurtenances to be located within the outdoor eating café
7. Letter to request to be allowed to serve liquor in an outdoor eating café.



OUTDOOR EATING CAFÉ APPLICATION FORM



I. Applicant Information

Restaurant Name: _____

Liquor License No.: _____

Owner: _____

Address: _____

Phone: _____

II. Application Request (check one):

Outdoor Eating Café on Public Sidewalk

Outdoor Eating Café on Private Property

Outdoor Eating Cafés on Both

III. Application Checklist

Date Submitted

Application Fee	_____
Written Authorization from Property Owner	_____
Site Plan	_____
Catalog Cuts/Photographs	_____
Liquor Commissioner Approval	_____
Proof of Insurance	_____
Indemnification Form	_____
Lease Agreement	_____
Letter requesting to serve liquor	_____

III. Statement of Understanding:

I hereby acknowledge the Village of Arlington Heights outdoor café requirements and agree to abide by such rules and regulations.

 (Applicant Signature) (Date)

Return to: Village of Arlington Heights
 Planning and Community Development Department
 33 S. Arlington Heights Road, Arlington Heights, IL 60005
 847-368-5200

SUGGESTED FORMAT FOR:

**Request to be allowed to Serve Liquor in an Outdoor Eating Café
In support of Outdoor Eating Café Application**

Village President (Name)
Local Liquor Commissioner
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Re: Liquor No(s). (xxxxxx): (Business Name): (Business Address)
Request to Serve Liquor in an Outdoor Café

Village President (Name):

An application has been made to Village for an Outdoor Eating Café for the subject Restaurant at the subject address. Please let this letter stand as a formal request that we be allowed to serve liquor in an Outdoor Eating Café to be located at the subject Restaurant at the subject address.

The outdoor Eating Café will be (xx) square feet and accommodate (xx) seats per the attached drawing and shall provide a 4 foot tall architecturally compatible enclosure railing that shall provide suitable separation between patrons and non-patrons. Furthermore, there will be no admittance to or exiting from the outdoor eating area, except by way of the interior of the restaurant.

We will fully comply with all applicable Federal, State, and Village codes, regulations and policies, and the issuance of all required permits for Outdoor Eating Cafes and the service of liquor including that no customers shall be allowed to stay in the Outdoor Café area after 11:00 PM.

Sincerely,

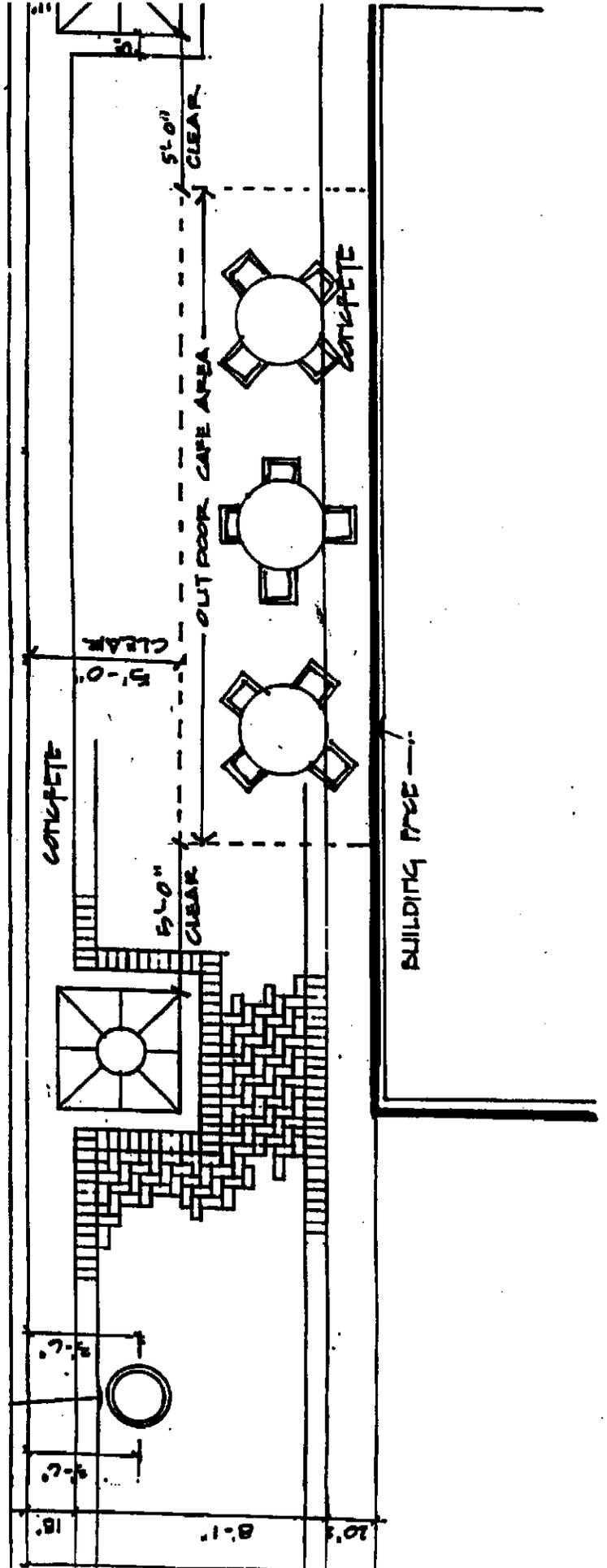
(Authorized Representative Signature)

(Authorized Representative Printed Name and Title)

c: Building Department
Planning Department

CAMPBELL

ST.



LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") entered into between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois ("Village") and _____, ("Licensee"); and

WHEREAS, the Village is the owner of right-of-way ("Site"), located directly in front of or adjacent to _____ in the Village of Arlington Heights; and

WHEREAS, Licensee is the owner of _____, a restaurant located at _____, in the Village of Arlington Heights; and

WHEREAS, the Licensee's restaurant is located directly adjacent to the Site; and

WHEREAS, Licensee has requested permission from the Village to use the Site solely for the purposes described herein,

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the mutual covenants contained herein, the Parties agree as follows:

1. The Village grants the Licensee a license to use the Site for an outdoor eating area, as set forth on Exhibit A, which is attached and made a part of this Agreement. The Licensee understands and agrees that the Site is on public-right-of-way and, as such, may be utilized by individuals not utilizing the Licensee's facility.
2. Recognizing that the use of the Site is seasonal, the term of this Agreement shall be for the period commencing on the date set forth above and terminating October 31, 2014. Should the Licensee desire to enter into an Agreement for any subsequent period, the Licensee will fill out the applicable documents to apply for the use of the Site as an outdoor eating area. The Village shall review the Licensee's prior use of the Site to determine if the Village desires to enter into another License Agreement. The granting of a License in one year is in no way a guarantee of a License in a future year. The Village, in its sole discretion, will determine upon receipt and review of appropriate documentation and prior history whether a subsequent License will be granted. If the Village determines that a License can be granted for another year, it will notify the Licensee in writing of its willingness to enter into another Agreement.
3. The Licensee will obtain any required permits and pay all required fees.
4. The Licensee acknowledges that it has physically inspected the Site completely and thoroughly and accepts possession in an "as-is, where-is" condition.
5. The Licensee agrees to keep the Site in a safe, clean, and hazard-free condition throughout its possession. It is expressly understood that the Licensee will be placing planters, tables and chairs on the Site and that these will not be attached in any way to the Site. During hours when the Licensee is not open for business, the Site shall be kept in an aesthetic orderly manner and the tables and chairs shall not be stacked.

The Licensee further understands that the Village assumes no responsibility whatsoever for any injury or damage that may occur in any way from any of the items or furnishings the Licensee places on the Site, regardless of whether the damage or injury occurs on the Site or elsewhere.

6. The Licensee agrees that the Village shall have no liability whatsoever with respect to the Site throughout the term of this Agreement. Licensee shall be responsible for all loss or damage to the Site and to any persons or property therein, regardless of cause, excluding any loss or damage arising out of the negligence or willful misconduct of the Village and its agents and employees.

7. The Licensee will and does hereby agree to defend, indemnify, save and hold harmless the Village of and from all claims, loss damage, injury, causes and actions, suits of whatever nature for personal injury, including death resulting therefrom, and property damage arising out of, resulting from, or in connection with the use or operation, including without limitation, making of improvements, if any, of the Site, or any acts in connection with such use or operation, whether by the Licensee, or a contractor, if any contracting with Licensee, or any invitee, guest, workman, agent or employee of the Licensee. The Licensee further agrees to defend, indemnify, save and hold harmless the Village of and from all claims, loss damage, injury, causes and actions, suits of whatever nature that may occur in any way from any of the furnishings the Licensee places on the Site, regardless of whether the damage or injury occurs on the Site or elsewhere.

8. A default shall occur if the Licensee fails to pay any sum of money (whether the license fee or any other amount due to the Village) when due, if the Licensee's liquor license is revoked by the Village, or if the Licensee fails to comply with any other provision of this Agreement and such failure continues for 30 days after the date of written notice from the Village to the Licensee specifying the nature of the default.

Upon or after any default, this Agreement is terminated without any further notice. The Licensee may re-enter the Site and remove all persons and property from the Site at the Licensee's sole expense.

9. Upon the expiration of the Term or the early termination of this Agreement for any reason, the Village may, in addition to any other rights granted herein, re-enter the Site and remove all persons and property from the Site, storing such property at the Licensee's sole expense.

10. The applicant agrees that it will, at its expense, obtain insurance to cover its liability hereunder, with the following minimum amounts:

Commercial General Liability:

Bodily Injury and Property Damage Combined	\$1,000,000 per occurrence \$2,000,000 aggregate
Personal Injury Liability	BFGL aggregate
Worker's Compensation	Statutory (\$100,000)
Employer's Liability	\$500,000

UMBRELLA EXCESS LIABILITY:

Special coverage shall be \$1,000,000 over primary insurance

All underlying coverage needs to be included in the Umbrella or Excess Liability policy. Any exclusions or exceptions must be noted on the certificate of insurance.

The applicant agrees that it will name the Village as Additional Insured in the general liability policies of insurance required herein (which may include a combination of underlying and umbrella coverage) with respect to the Site and the use, operation, and possession thereof and that it will provide to the Village the appropriate insurance policy endorsement evidencing compliance.

12. The Licensee agrees to use and operate the Site in complete compliance with all local codes, ordinances, and governmental rules and regulations. The Licensee specifically understands that all outdoor activity on the Site must be concluded no later than 11:00 p.m. The Licensee further understands that it is the responsibility of the Licensee to ensure that no one leaves the Site with any alcoholic beverages. The Licensee also agrees to take any action necessary should the Village notify the Licensee of complaints of excessive noise emanating from the Licensee's use of the Site.

13. The Village, at all times during the Term, shall have the right to enter the Site at any reasonable time to inspect the Site.

14. The Village shall not, by reason of this Agreement or any of its provisions, in any way become the landlord of the Licensee, or in any way become a partner of or joint venture with the Licensee in the conduct of its business.

15. The Licensee acknowledges that this Agreement is not a lease and that it has no rights under the Illinois Forcible Entry and Detainer Law.

16. This Agreement shall be construed in accordance with the laws of the State of Illinois.

17. All notices required under this Agreement shall be deemed sufficiently given or served if delivered personally or if sent by receipted delivery to:

Village of Arlington Heights _____
Village Manager _____
33 S. Arlington Heights Road _____
Arlington Heights, IL 60005 _____

19. If any term, covenant, or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term, covenant, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this ____ day of _____, 2014.

Village of Arlington Heights

Title

Title

Date

Date

Attest:

Attest:

SAMPLE