

Chapter 5.110 – OUTDOOR DINING, OUTDOOR SEATING, OUTDOOR ENTERTAINMENT IN PUBLIC RIGHTS-OF-WAY OR VILLAGE-OWNED PROPERTY

5.110.010 – Intent and Applicability. The Village of Mundelein recognizes the importance of outdoor dining, outdoor seating, and live entertainment for the prosperity and vitality of entertainment districts within the Village’s Downtown District. The purpose of this section is to allow for and to support these activities within public rights-of-way to the extent possible under Village jurisdiction, and upon Village-owned property, while controlling potential negative side effects.

The standards outlined in subsection 5.110 of the Municipal Code applies to all persons, residents, non-residents, businesses, not-for-profits, religious organizations, or other establishments, excluding the Village of Mundelein, its employees, or contractors, that seek to offer an Outdoor Dining Area, Outdoor Seating Area, or Outdoor Entertainment within the Village’s right-of-way or on Village owned property.

All persons or entities seeking to offer Outdoor Dining Areas, Outdoor Seating Areas, or Outdoor Entertainment within the Village’s or public rights-of-way or property shall submit an application to the Village for consideration by the Village Administrator or designee. No establishment shall offer Outdoor Dining Areas, Outdoor Seating Areas, or Outdoor Entertainment within the Village’s right-of-way or on Village owned property until such time as the applicant has been granted a license for said use.

5.110.020 – License required.

(a) It is unlawful for any entity to occupy the public rights-of-way or Village-owned property without first having obtained a license as required in this chapter and has submitted and executed copy of a License Agreement for use of Public Property and has submitted and executed copy of a License Agreement for use of Public Property.

(b) Village of Mundelein is exempt from a license for Village-sponsored activities and events. Village of Mundelein and its employees or contractors, that seek to offer an Outdoor Dining Area, Outdoor Seating Area, or Outdoor Entertainment within the Village’s right-of-way, Village-owned property, or property that the Village has secured authorization of use for Village-sponsored events.

5.110.030 – Definitions.

“Broadcast Entertainment” means transmission of a program or information by radio, television, or fiber/internet.

“Entertainment” means any activity provided for pleasure, enjoyment, recreation, relaxation, diversion, or other similar purpose, through touch, taste, sight, sound, or smell, any of the following either individually or collectively: music, theatrical performances, guest speakers, poetry reading, exhibitions, spectating of sports, games, or other similar activity. Entertainment includes Live Entertainment and Broadcast Entertainment.

“Food Truck or Food Cart” means a vehicle equipped with facilities for cooking and/or selling food, and/or beverages for immediate consumption. A food truck does not include an ice cream truck operator.

“Fully-enclosed permanent structure” means structural walls on four sides, windows, ceilings/roofs, and floors.

“Live Entertainment” means any entertainment activity provided for pleasure, enjoyment, recreation, relaxation, diversion or other similar purpose by a person or persons (or at least some persons within a group) who are physically present when providing an activity to a patron or group of patrons (or partial group) who are physically present.

“Long-Term” within this Section 5.110 means any of the following (a) more than two occurrences (2) per calendar year; (b) a duration of more than three consecutive days.

“Outdoor Entertainment” means Entertainment that wholly or in any part, including fixtures, attendees, and sound systems, is outside of a fully enclosed permanent structure.

“Outdoor Dining Area” means space provided for seating for more than four people. The Outdoor Dining Area is delineated by structures and is generally utilized by the patrons directly relating to the outdoor dining area sponsor.

“Outdoor Seating Area” means space provided for no more than four people and where no food or beverages are served.

“Right-of-Way” means any street, avenue, boulevard, highway, sidewalk, alley, or similar place which is owned or controlled by a governmental entity.

“Seasonal” means a timeframe of consecutive weeks that is greater than 12 weeks. For example, the moderate climate for outdoor dining is generally April 15 through November 15. The Holiday Season may be determined as November 1 through January 31.

“Temporary” means a duration shorter than those instances defined under Long Term.

“Village-Owned Property” means property of which the Village of Mundelein is the owner of record, holds a deed or title to said property, or for which the Village pays taxes.

5.110.040 – Application process and requirements.

(a) Application process. The Village Administrator or designee shall oversee the licensing of Outdoor Dining Areas, Outdoor Seating Areas, or Outdoor Entertainment within public rights-of-way or Village-owned property. All applications will be reviewed for completeness and clarity. Once received the application will take the following process:

1. A copy of the completed application will be distributed to Administration Department, Building Department, Community Development Department, Fire Department, Police Department, and Public Works and Engineering Department, for an interdepartmental review.
2. Once an application is deemed complete and departments have been afforded the opportunity to comment, the application will be forwarded to the Village Administrator or their designee for a formal determination. Annual renewals with no substantive changes may be reviewed and approved administratively by the Village Administrator or their designee.
3. If an application is deemed incomplete or there are significant and outstanding issues as a result of the interdepartmental review, the Village will notify the applicant of the outstanding items.
4. The Village Administrator or designee will review the application and render a decision or request additional time within ten (10) business days of receiving a complete application.
5. If granted, the applicant's Outdoor Dining, Outdoor Seating, or Outdoor Entertainment License will be issued through the Building Department and inspected for compliance.
6. Renewal for the same Outdoor Dining, Outdoor Seating, or Outdoor Entertainment Licenses will follow a Building Permit Process unless modifications are made to the proposed uses.

(b) Application requirements. All establishments seeking to offer long term outdoor dining, outdoor seating, or outdoor entertainment shall complete the Village's License Application and submit complete Application for review and an executed License Agreement for Use of Public Property and an executed License Agreement for Use of Public Property.

Along with a complete application, all applicants must submit the following for review:

1. Site Plan: Showing the proposed outdoor uses upon the rights-of-way, Village property, and adjacent property, with measurements.
2. Photos or Drawings of Furniture: Must include all chairs, tables, flower boxes, fences, barriers, umbrellas, speakers, microphones, activity areas, trash receptacles, or other items to be placed within licensed area.
3. Liability Coverage: Without limiting the Licensee's indemnification of the Village as provided above, the Licensee shall provide and maintain at its own expense the below listed policies of insurance or liability coverage covering the activities, services or operations relating to the Licensee on the Site and agrees to name the Village as additional insured. All such insurance of the Licensee shall be secured through a carrier(s) satisfactory to the Village. Satisfactory evidence of such insurance will be provided to the Village with this Agreement. The Village's insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.
 - i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with a general aggregate of \$2,000,000 limit. The Village, its officials, employees, agents, and volunteers shall be named as an additional insured on a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.
 - ii. Liquor Liability: minimum of \$1,000,000 per occurrence for its sale of alcoholic beverages with the Village, its officials, employees, and agents named as additional insured on a

primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage. This requirement only applies to those businesses which hold liquor licenses from the Village.

- iii. All policies of insurance or liability coverage shall contain a waiver of subrogation against the Village, its officials, employees, agents, and volunteers except with respect to the sole negligence of the Village.
4. Executed indemnification form.
5. Any other required approvals, documents, certificates, and licenses deemed necessary to operate or locate within the Village of Mundelein.

5.110.050 – Fee. The following fees apply for licenses within the chapter:

- (a) Outdoor Seating Area: \$25 annual fee.
- (b) Outdoor Dining Area: \$250 + \$0.50 per square foot.
- (c) Outdoor Entertainment: \$1,250 for the season, up to 30 weeks or \$75 per week.
- (d) Food Truck or Food Cart
 1. If food truck is hired/sponsored by local organization or business: \$500 for the season April 15 to November 15, or \$100 per week.
 2. Independent Food Trucks or Food/Beverage Carts will be charged an annual Right-of-Way Use license of \$750 for frequent operations in the Village, or \$100 per week for intermittent operations.

5.110.060 – Outdoor Seating Area standards.

Outdoor Seating Areas are licensed by the Village in order to ascertain responsible parties for the furniture in instances of maintenance, disrepair, vandalism, other issues necessitating contact, or need to relocate from the right-of-way or Village-owned property.

- (a) Barriers
 1. Barriers are not required for Outdoor Seating Areas
- (b) Size and Quantity
 1. No more than two (2) benches.
 2. No more than two (2) bistro or conversation sets consisting of two (2) single-occupant chairs and a table; or
 3. No more than one (1) bench and one (1) bistro/conversation set.
- (c) Furniture Material
 1. Wood
 2. Steel
 3. Wrought iron.
 4. PVC, Trex, and similar
 5. Accents:
 - i. Tile
 - ii. Tempered Glass
 - iii. Floral
 - iv. Decorative elements
 6. Unlisted materials require approval by the Village Administrator or designee

(d) Other

1. May not obstruct pedestrian access.
2. May not obstruct doorways or emergency exits.
3. Must be kept in good repair at all times.
4. Must be kept clean and free of rubbish and animal droppings.
5. May be secured only by means approved by the Director of Building or his designee.

(e) Hours of Operation: Outdoor seating areas may operate 24-hours a day, 7 days a week.

EXAMPLES: OUTDOOR SEATING AREAS



5.110.070 – Outdoor Dining Area standards.

(a) Barriers. Dining area barriers (fences, gates, planters, etc.) must be durable, visually appealing, and separate the dining area from the sidewalk. All barrier materials shall be maintained in good visual appearance, without visible fading, dents, tears, rust, corrosion, or chipped or peeling paint.

Unless waived by the Village Administrator, barriers shall be required in the following instances:

1. Required for Perimeter of Dining Area: A detectable barrier is required for the perimeter (with the exception of access openings) for all outdoor seating areas in the public right-of-way.
2. Barrier Perimeter of Dining Area is required for Serving Alcohol: In addition to a Perimeter Barrier, applicants & license holders shall comply with all applicable laws and regulations set forth by the State of Illinois with regard to the sale of alcohol on public property.
3. Barrier Designs. A Wide variety of styles and designs are permissible for outdoor dining area barriers:
 - i. Sectional Fencing: Sectional Fencing, generally defined as rigid fence segments that can be placed together to create a unified fencing appearance. Such fencing is portable, but cannot be easily shifted by patrons or pedestrians, as can less rigid forms of enclosures. Sectional fencing must be of metal, wood, or PVC construction and have a finished stain or paint, unless waived in writing by the Village Administrator or designee.



- ii. Rail Fencing: Rail fencing (generally defined as posts with rigid, horizontal panels, boards, or poles) is a permitted fencing type. Rail fencing must be constructed of wood or metal and must be stained or painted and affixed to the post by screws or other acceptable method to create a stable structure.



- iii. Planter boxes: Planter boxes may be used as a barrier as long as they are at least 30 inches in height and stable.



- iv. Freestanding: Any barrier (whether sectional or rail-type) must be freestanding, without any permanent or temporary attachments to sidewalks or other public infrastructure – or must obtain specific permission from the Director of Public Works and Engineering or his designee to affix.
 - v. Posts: Vertical support posts (stanchions, bollards, etc.) must be constructed of wood, metal, or PVC. If the post is attached to a base, that base must be flat and must measure no more than one-half of an inch above the sidewalk surface. Domed stanchion bases are permitted only in cases where the Village Board of Trustees determines that such bases will not pose a threat or hazard to patrons or pedestrians.
 - vi. Weight: All posts must be weighted to prevent inadvertent movement.
4. Prohibited Barriers and Materials: The following barrier types and materials are prohibited:
- i. Rope or Chain Rails: Rope or chain-type barriers are prohibited in all outdoor dining areas in the Village right-of-way or on Village owned property.

- ii. Fabric Inserts: Fabric inserts (whether natural or synthetic) of any size are not permitted to be used as part of any barrier. Fabric is permitted as a decorative accent. Durable canvas is exempt (see example).



- iii. Chain-link and Other Fencing: The use of chain-link, cyclone fencing, chicken wire or similar appurtenances is prohibited. Materials not specifically manufactured for fencing or pedestrian control (including buckets, food containers, tires, tree stumps, vehicle parts, pallets, etc.) and not expressly permitted elsewhere in these guidelines may not be used as components of a barrier. The Village Board may waive this requirement at its sole discretion for a specified material at a specified location.

(b) Access Openings.

1. Minimum Access Width: All access openings within the barrier shall measure no less than 36 inches in width; however, forty-eight (48) inches in width is required when it is the primary access point.
2. Location: Access openings shall be placed in a location that will not create confusion for visually impaired pedestrians.

(c) Planters. Planters may be used in addition to, or in place of, other barrier designs. In addition, planters may be used in situations where no barrier is required in order to provide added visual interest and create a more attractive and welcoming atmosphere.

1. Planters and the plants contained within them shall meet the following requirements:
 - i. Dimensions of all planters, height, width, length, and distance of spacing between planters shall be provided.
 - ii. Planted Material: All planters shall be constructed of durable materials. Wood planters must be sanded smooth and painted or treated so as to obscure the look of rough or unfinished wood surface. All planters shall have plants contained within them.
 - iii. If the plants within a planter die, the plants shall be replaced, or the planter removed from the public right-of-way. Artificial plants; empty planters; or planters with only bare dirt, mulch, straw, woodchips, or similar material are prohibited unless waived in writing by the Village Administrator. Seasonal, thematic planter displays are encouraged.

(d) Furniture and Fixtures. Outdoor dining furniture becomes a prominent part of the streetscape when used in front of buildings, and such furniture needs to maintain or enhance the character and quality of buildings in Mundelein.

1. Furniture styles, colors, and materials to be placed within the rights-of-way or Village-owned property are to be approved by the Village.

2. Outdoor Dining Areas part of a particular district or brand shall conform to the plan for those standards, unless waived in writing by the Village Administrator or his designee.
 3. All furniture and fixtures shall be maintained and in good visual appearance, without visible fading, dents, tears, rust, corrosion, or chipped or peeling paint.
 4. All furniture and fixtures shall be maintained in a clean condition at all times.
 5. All furniture and fixtures shall be durable and of sufficiently sturdy construction as not to blow over with normal winds.
- (e) Freestanding: Furniture and fixtures shall not be secured to trees, lampposts, street signs, hydrants, or any other street infrastructure by means of ropes, chains or any other such devices, whether during restaurant operating hours or at times when the restaurant is closed.
- (f) Umbrellas. Umbrellas can add a welcoming feel to outdoor dining areas and provide shelter from the elements, making their use desirable for outdoor dining applications. Appropriately designed and sized umbrellas are permitted for use under this outdoor dining program. Umbrellas must be contained within the outdoor dining area, and the lowest dimension of an extended umbrella must be at least seven (7) feet above the sidewalk surface. All umbrellas shall comply with the following conditions.
1. Contained Within the Outdoor Dining Area: To ensure effective pedestrian flow, all parts of any umbrella (including the fabric and supporting ribs) must be contained entirely within the outdoor dining area.
 2. Minimum Height for Sidewalk Clearances: Where extended beyond barriers, the umbrella must measure at least seven (7) feet above the ground surface in order to provide adequate circulation space below. This measurement must include not only the umbrella frame and panels, but also any decorative borders such as fringes, tassels, or other such ornamentation.
 3. Maximum Height: Any part of an umbrella used in an outdoor dining area shall not exceed a height of ten (10) feet above the level of the sidewalk, in order to avoid causing an undue visual obstruction of other businesses.
 4. Colors: Umbrellas must blend appropriately with the surrounding built environment. Umbrella fabric shall not be of any fluorescent or other strikingly bright or vivid color.
 5. Size and Shape: The size and shape of an umbrella strongly affects its functionality within a constrained space such as an outdoor dining area. Due to the narrow measurements of most restaurants' outdoor dining areas, restaurants using umbrellas should strive for space-efficient umbrella designs.
 6. Material: Umbrella fabric must be of a material suitable for outdoors use and must be canvas-type. No plastic fabrics, plastic/vinyl-laminated fabrics, or any type of rigid materials are permitted for use as umbrellas within a commercial outdoor dining area.
- (g) Circulation Room. All outdoor dining areas shall comply with any applicable State, Local, or Federal requirements for spacing and accessibility. If a perimeter enclosure is used, adequate space must be provided within the enclosed outdoor dining area to permit movement of patrons and wait staff. Wait staff shall not serve patrons from beyond the perimeter enclosure. An applicant may be required to modify the layout and placement of items in the outdoor dining area at any time if it is determined by Village staff that such placement or layout creates a potential hazard or an issue of ADA accessibility non-compliance. The Village reserves the right to move any obstruction that creates a hazard or non-compliance situation.
- (h) Signage.
1. Signage is permitted within outdoor dining areas only with a valid Outdoor Dining/Seating license and sign plan.

2. An exception can be made for up to three (3) square feet of signage which may be installed along the building's façade or barriers. Such signage shall be professionally assembled and must be non-commercial, informational signs.
3. Moveable sandwich boards in compliance with the Sign Ordinance are permissible within and adjacent to outdoor dining areas.
 - (i) Setback from other Business. Restaurants need to be mindful of adjoining businesses when using outdoor dining areas, making sure that neighboring businesses remain visible to pedestrians and motorists. The limits of an outdoor dining area shall not exceed the width and side to side position of the space occupied by the operating dining establishment responsible for the outdoor dining area at the point where the storefront/front wall of the establishment contacts the outdoor dining area.
 - (j) Removal after Season. All outdoor dining areas, furniture, and barriers shall be removed when not in use, and shall be removed from the Village right-of-way or Village-owned property no later than November 15 of each calendar year and may not be installed earlier than April 15 of each calendar year.
 - (k) Upkeep, Repair, and Maintenance. License holders shall keep all outdoor dining areas clean and in sanitary condition. License holders are required to restore the rights-of-way surface to the condition it was in prior to occupancy or use of the approved area. All cleaners used on public fixtures or surfaces shall be non-damaging environmentally friendly substances. The Village reserves the right to prohibit the use of any cleaning substance it deems as inappropriate or potentially damaging to fixtures or surfaces in the rights-of-way. Any damage done to right-of-way surfaces, fixtures, or infrastructure shall be the responsibility of the applicant to repair at their cost. This includes any stains, physical damage, discoloration, or evidence of misuse. Any repairs should be made as soon as possible, and immediately upon request by the Village. Removal and cleaning of rubbish and animal excrement and similar matter deposited on any outdoor dining establishment shall be the responsibility of the license holder outdoor dining establishment. The applicant may be subject to reimbursement to the Village for repairs or restoration as a result of the use of the right-of-way by a license holder.
 - (l) Hours of Operation. All activities associated with an outdoor dining area, unless otherwise specified, shall cease no later than 10:00 p.m. Sunday through Wednesday, and 12:00 a.m. (Midnight) Thursday through Saturday.

5.110.080 – Outdoor Entertainment standards.

- (a) Outdoor Entertainment of any kind, including Live Entertainment, Broadcast Entertainment, Pre-recorded Music, or similar is subject to review and consideration of a license by the Village if it is categorized as a Long-Term Use. Temporary Use is subject to a Temporary Use Permit/Special Event Permit.
- (b) License holders that have any type of outdoor entertainment, whether it is the same type of outdoor entertainment or different type of outdoor entertainment, must seek a license from the Village to hold such events.
- (c) To the extent possible, scheduled entertainment shall be described using names, dates, type of entertainment, platforms used for performances, location of spectators, etc.
- (d) Use of speakers, amplifiers, or electronic transmitters of any kind shall be kept to a reasonable level, measured around 85 dB at 25 feet away from the speakers. The Village may make a request a reduction of sound levels for any Outdoor Entertainment.
- (e) Outdoor Entertainment may be considered on a seasonal or week by week basis.

- (f) Outdoor Entertainment hours are limited to the hours of 8:00 a.m. to 10:00 p.m. Sunday through Thursday and 10:00 a.m. to 11:00 p.m. Thursday through Saturday.

5.110.090 – Food Truck or Food/Beverage Cart Standards

(a) Location of Operations. Food trucks may only operate in a “R” residential-zoned areas, Village-owned property, or on public right-of-way if they are part of approved Special Event or hold a license for that area. Any Temporary Event or Special Event that will include food trucks or food/beverage carts must list the number, approximate location, and planned utility services of said food truck on their application. Food trucks hired for intermittent service on non-residential private property are exempt from this license.

(b) Food trucks participating in special events must be licensed by the Village.

(c) Food Trucks shall only be operated between the hours of 7:00 a.m. and 10:00 p.m.

(d) Sale of Liquor Prohibited. Selling or serving liquor, including beer, wine and all alcoholic beverages from food trucks shall be prohibited unless the appropriate licenses have been obtained.

(e) Vehicle Appearance and Maintenance. Food trucks shall be kept in good and mechanical and structural condition. Vehicles and carts shall have a clean exterior and interior and shall be equipped with signs to alert traffic to proceed with caution past the truck or cart while it is serving customers. Each vehicle shall have the company name affixed to it in a professional, workmanlike manner and in letters that are a minimum of six inches (6”) in height. The company name shall be affixed to each side and rear of the vehicle. Generators and fuel tanks shall be affixed to the vehicle and shall not be placed on the ground.

(f) Peripheral Setup. No tents, tables, chairs or other materials shall be placed at the designated vending area. Signage shall be limited to signs permanently or magnetically affixed to the vehicle or cart and one A-Frame Sign. Food truck vendors are not permitted to connect to water, electric or other utility to conduct business without Village approval.

(g) Food truck vendors must also provide for the sanitary collection of all refuse, litter and garbage generated by patrons using the service, and remove all such waste materials from the location before the vehicle departs.

(h) Public Health Standards. No food, food products, or beverages for public consumption shall be kept, offered for sale, transported, or handled except in accordance with the rules and regulations of the State of Illinois and the Lake County Health Department. If Lake County Health Department or State of Illinois suspends or revokes their respective permits and/or licenses, the Village’s license shall hereby be revoked until such time as the State or Lake County permit and/or license is reinstated.

5.110.110 – Additional requirements.

- (a) Violations: It shall be unlawful for any person, firm, or corporation to operate an Outdoor Dining Area, Outdoor Seating Area, Outdoor Entertainment, or Food Truck/Cart contrary or in violation of these standards. Any person, firm, or corporation who violates any of these standards is subject to being fined and/or having their license suspended or revoked. The Village Board of Trustees reserves the right to deny an application for a license for any establishment found to be in violation of these standards in the past.

In general, the process for enforcement may include the following:

1. A verbal or written warning to the license holder.
 2. Any person, firm organization, or corporation found guilty of violating any provisions of this chapter shall be subject to a fine of not less than seventy-five dollars (\$75) and not more than seven hundred fifty dollars (\$750), and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.
 3. Whenever a person, firm, organization, or corporation neglects or refuses to apply for and obtain any license, permit, or registration certificate required by this chapter or any other Village Ordinance, or otherwise violates the provisions of this chapter, the village may cause appropriate legal action and proceedings, in law or equity, to be instituted and maintained to enforce the license, permit, or registration certificate requirement.
 4. Suspension/Revocation of Privilege including removal of elements of outdoor dining facility.
- (b) Approval of License: All establishments seeking to offer outdoor dining that are approved by the Village Board of Trustees will be provided a License. This license shall be posted in a conspicuous place for the duration of the licensed activities. Owners shall provide a Village Official with proof of the certificate upon request. Failure to properly post the certificate can and will lead to enforcement action such as those listed above.
- (c) Smoking: Smoking shall be prohibited within all permitted outdoor dining areas on Village right-of-way or Village-owned property.
- (d) Right to Revoke or Deny: The Village is under no obligation to approve Outdoor Dining, Outdoor Seating Areas, or Outdoor Entertainment within the Village's right-of-way or property and may revoke or deny licenses or permits at its sole discretion or apply certain conditions. Any business or property owner in litigation, in violation of a Village ordinance, who owes an outstanding balance with respect to any fees or charges due the Village, must rectify the matter prior to consideration of an Outdoor Dining/Seating/Entertainment License, unless waived by the Village Administrator or Designee.
- (e) 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.
- (f) The Village grants the Licensee use of the Site solely for an outdoor dining area, as set forth on Exhibit A, which is attached and made part of this Agreement. The Licensee acknowledges that it has physically inspected the Site completely and thoroughly and accepts possession in an "as-is, where-is" condition.
- (g) The Licensee agrees to operate the Site in complete compliance with all local codes, ordinances, and governmental rules and regulations, including but not limited to, all applicable guidelines, protocols and best practices issued by the Illinois Department of Public Health and the Centers of Disease Control and Prevention. The Licensee shall provide the Village a copy of its plan showing that the business will be operating in complete compliance with such rules and regulations.
- (h) 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 may be placing planters, tables, chairs, and related equipment and materials needed to provide outdoor dining service on the Site and that these will not be attached in any way to the Site. The Licensee understands that, at all times, all tables and chairs shall not be placed in a way that they block a fire hydrant or sprinkler connection.
- (i) During hours when the Licensee is not open for business, the Site shall be kept in an aesthetic and orderly manner and the tables and chairs must be secured.

- (j) 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.
- (k) Licensee assumes all risk associated with use of the Site, including, but not limited to the risk of property damage and/or personal injury, death, damages, or loss which Licensee or any of its employees, agents, customers, or members of the public who seek to enter or have entered such Site may sustain as a result of Licensee's participation in the use of the Site. Further, Licensee waives and relinquishes any and all claims it may have arising out of, connected with, or associated with its use of the Site and fully releases and discharges the Village and its officials, employees, agents, and volunteers from any and all claims for property damage and/or personal injury, death, damages, or loss which may occur in connection with Licensee's use of the Site.
- (l) To the fullest extent permitted by law, the Licensee hereby indemnifies, defends, and holds harmless the Village and its officials, employees, agents and volunteers from the against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from use of the Site or connected with an act of omission of Licensee, or an agent, invitee, guest, employee, or anyone in, on or about the Site invited by and/or with the permission and consent of the Licensee, with respect to the Site or the operations, activities or services, of any nature whatsoever, including , but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm or violation of state and federal laws.
- (m) Should the Licensee wish to terminate this Agreement, notice shall be provided to the Village in writing. Upon termination, the Licensee must immediately remove all furnishings placed on the Site.



APPLICATION

Outdoor Dining, Outdoor Seating Area, Live Entertainment Permit in Public Way/Property

Name of Business: _____

Business Address: _____

Address of Location for Outdoor Dining: _____

Business Mailing Address: _____

Contact Person: _____

Address: _____

Email: _____ Telephone: _____

- 1. Outdoor Dining: New Renewal – changes (Y / N)
- 2. Outdoor Seating: New Renewal – changes (Y / N)
- 3. Outdoor Entertainment: New Renewal – changes (Y / N) Seasonal Weekly
- 4. Food or Bev Truck/Cart: New Renewal – changes (Y / N) Seasonal Weekly

Name of Liability Insurance Provider: _____

Business has a Liquor License: Y N

Business Intends to Apply for a Liquor License (if none already): Y N

ATTACH A DETAILED DESCRIPTION (tables, chairs, planters, materials used)

ATTACH A SITE PLAN & IMAGES (with dimensions) outlining the proposed dining area and showing the placement of furniture and other elements. Please label the attachments as Exhibit A.

I have read and understand the Village of Mundelein Outdoor ROW License procedures including the applicable penalty and violations provisions. I further understand and agree that permission for use of public right-of-way and/or Village-owned property is a privilege that can be revoked by the Village up to and including removal of elements of the outdoor dining establishment and/or appropriate legal action if I am found to be in violation.

Signature of Applicant: _____ Date: _____

Printed Name: _____

Date Approved by Village Board: _____

Adjacent Property Owner Signature (if encroaching): _____ Date: _____

Adjacent Property Owner Printed Name: _____ Contact #: _____

**INDEMNITY/HOLD HARMLESS AGREEMENT
OUTDOOR DINING**

This indemnity/hold harmless agreement is dated _____ day of _____, _____, and is between _____ (“Indemnitor”), a corporation or other business entity created under the laws of the State of _____, authorized to conduct business in the State of Illinois and the Village of Mundelein, Illinois, a home-rule municipality under the laws of the State of Illinois.

WHEREAS, Indemnitor has requested permission to use a public sidewalk, public way, or Village owned property adjacent to Indemnitor’s property at _____, for the purpose of seasonal outdoor dining in accordance with Indemnitor’s plans and specifications and as depicted in **Exhibit “A”** attached hereto and incorporated herein by reference (“Outdoor Dining Area”).

NOW, THEREFORE, in consideration of receipt of permission from the Village to use the Outdoor Dining Area in accordance with Indemnitor’s plans, Indemnitor agrees that it will defend, hold harmless, and indemnify the Village, its officials, agents, representatives and employees from against, or for all losses, claims, suits, damages, actions, costs, and expenses (including, but not limited to, court costs, attorney’s fees and expert witness fees), judgements, subrogation’s, or other damages (collectively “Claims”) resulting from any injury to a person or persons or to property, arising out of Indemnitor’s use of the Outdoor Dining Area, for which Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable.

Indemnitor further agrees to purchase commercial general liability insurance in conformance with the requirements of the Village’s Outdoor Dining Standards, as may be amended from time to time, and maintain such insurance coverage for the duration of the use of the Outdoor Dining Area. The Village shall be named as an additional insured on the policy.

This Agreement shall not be assigned without the written approval of both the Indemnitor and Village.

INDEMNITOR:

By: _____

Its: _____

Date: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, this _____ day of _____, 20____, personally appeared _____, as the _____ of _____ who has stated that they are authorized to execute said document and have acknowledged the execution of the foregoing instrument to be his free and voluntary act for and on behalf of the Indemnitor.

Notary Public

Printed: _____

County of Residence: _____

My Commission Expires: _____