

APPLICATION FOR TEMPORARY OUTDOOR DINING

Village of Libertyville

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Community Development Department
 200 E. Cook Avenue
 Libertyville, IL 60048
 www.libertyville.com/planningforms

Name	Street Address, City, State, Zip	Contact Numbers
<i>Property Owner</i>		Phone:
		Fax:
		Email:
		Cell:
<i>Restaurant</i>		Phone:
		Fax:
		Email:
		Cell:
<i>Contact Name</i>		Phone:
		Fax:
		Email:
		Cell:
<i>Dates of Operation</i>		

Submittal Requirements

The following items must be submitted along with this application.

1. NARRATIVE: A narrative description of the proposed outdoor dining area, including: location, how the area will be staffed, sanitization and cleaning plan, closure plan during non-operating hours, hours of operation, equipment to be placed in the area, signage and any other pertinent information.
2. LOCATION PLAN: A plan depicting the area to be used, noting public or private properties, identifying adjoining walkways/ buildings/parking spaces, and labelling placement of tables/service stations/fencing/etc..
3. PERMISSION: If applicable, written permission from the property owner using attached form. If in front of adjoining businesses, letter from business owner.
4. INSURANCE: A Certificate of Insurance with general liability requirements identified in the attached.
5. FENCE: Indicate type of fence proposed.

Applicant

All information provided herein is true and correct and all provisions of the ordinances of the Village of Libertyville shall be complied with. I hereby certify that the proposed use is authorized by the owner of record and that I have been authorized by the owner to submit this application as his/her agent.		Received
Print Name of Applicant	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Other _____	
Signature of Applicant	Date	
FOR OFFICE USE ONLY:	Village Approval	Approval Date

The Village of Libertyville reserves the right to request any additional information necessary for the review process



VILLAGE OF LIBERTYVILLE

2025

Temporary Outdoor Dining Application Policy and Instructions

Thank you for your interest in creating a temporary outdoor dining area in the Village of Libertyville. All temporary outdoor dining areas require a permit. This packet contains the information needed to apply for temporary outdoor dining and obtain any required permits/licenses.

Definitions:

Temporary Outdoor Dining: Eating areas outside of a structure, open to the sky except for umbrellas, temporary tents, awnings or canopies, unless otherwise included in a Planned Development, that are issued permits on a yearly basis for no more than the six continuous months from May 1 – October 31.

Permanent Outdoor Dining: Eating areas outside of a structure, open to the sky except for umbrellas, temporary tents, awnings or canopies, unless otherwise included in a Planned Development, that are issued a Zoning Certificate of Occupancy for compliance with the Zoning Code.

Applicability:

- Time of Year: Temporary outdoor dining can be allowed from May 1 to October 31 of each year with issuance of a Temporary Outdoor Dining Permit.
- Authorization: Temporary outdoor dining on Village of Libertyville property or public right-of-way requires approval of the Village Administrator. Any proposed use longer in term than the May 1 – October 31 annual permit for Village of Libertyville property or right-of-way requires a land lease and approval of the Village Board of Trustees. Use of private property for outdoor dining requires Village Staff approval and owner approval with submission of property owner's authorization.
- Insurance: Insurance listing the Village of Libertyville as additional insured is required.
- Parking: Temporary outdoor dining does not require applicant to provide parking for the use. Permanent enclosures or permanent outdoor dining areas of 500 sq. ft. or greater must comply with the Zoning Code by providing required parking. Any

outdoor dining outside of May 1 – October 31 is capped at 500 sq. ft., unless parking is provided.

Location:

- No temporary outdoor dining is allowed on any public street, public parking spaces or parking spaces leased by the Village for public use.
- A pedestrian accessway of not less than 48" in width shall be provided on all public property or private property with public access easements.

Outdoor Dining Equipment:

- Outdoor dining shall be located on a hard dustless material, generally asphalt, concrete, or concrete paver.
- All tables and chairs used for temporary outdoor dining must be stored during non-business hours.
- All tables and chairs used for temporary outdoor dining must be adequately secured during non-business hours and poor weather conditions.
- All outdoor seating, tables, displays, and signs on sidewalks or the public right-of-way must be properly weighted and covered each night at the close of business.
- All outdoor seating, tables, displays, and signs must be made of safe, sturdy, and durable commercial grade materials designed for outdoor use, such as wrought iron, wood, steel, cast aluminum, or heavy plastic.
- All seating, tables, displays, and signs must be cleaned between each seating of customers, and must be maintained in good visual appearance without dents, fading, chipping, peeling paint, or corrosion.
- All operators of temporary outdoor dining facilities must at all times keep clean and maintain the area in front of the facility, and within 10 feet on all sides of the facility.
- Awnings and canopies may project from the adjacent commercial building not more than four feet over an outdoor dining area.
- Eating and drinking establishments with temporary outdoor dining facilities are encouraged to consider providing fencing, planter boxes, or other methods of protecting their temporary outdoor dining patrons.

Tents:

- No tent may be used as part of a temporary outdoor dining facility, except upon issuance by the Village of a permit therefor in accordance with the Village's building and fire code regulations. All tents used for temporary outdoor dining must be of a flame-resistant grade and quality to withstand local weather.

Service of Alcoholic Beverages:

- No alcoholic beverage served in an open container within a temporary outdoor dining facility may be removed from the outdoor dining area.

Performance Standards:

- **Lighting:** Any temporary lighting for an outdoor dining facility must be directed in a manner so as to not impair visibility on nearby streets and nor to shine into nearby residences or businesses.
- **Noise and Music:** No amplified live music may be performed within any temporary outdoor dining facility. The temporary outdoor dining facility must be operated in compliance with all applicable Village Code regulations concerning noise.
- **Signage:** All temporary outdoor dining areas shall comply with the Village Sign Code. No signage may be posted or erected on any umbrella, fence or tent used for temporary outdoor dining.
- **Insurance:** The operator of a temporary outdoor dining facility must obtain a policy for commercial general liability insurance, listing the Village of Libertyville as an Additional Insured party.

Fees:

- The following fees must be paid in connection with permits for temporary outdoor dining facilities:

Temporary Outdoor Dining Permit (per season):	\$100
Tent Permit:	\$ 50
Electrical Permit:	\$ 65

Requirements and Conditions:

- **Site Plan:** A detailed site plan depicting the area for outdoor dining along with locations of tables, chairs and other furniture is required for all applications.
- **Certificate of Insurance and Policy Endorsement:** A certificate of insurance with policy endorsement listing the Village of Libertyville as an additional insured and certificate holder for general liability and worker's compensation with waiver of subrogation in favor of the Village of Libertyville is required.
- **Compliance with Village ordinances:** The applicant shall comply with all applicable Village ordinances, codes, conditions and requirements.
- **Food and Beverage Health Inspection:** Food and beverages may require an inspection by the Lake County Health Department. Please call the health inspector at (847) 377-8000 for more information.
- **Hold Harmless Agreement:** In order to use public property, an applicant must sign a Hold Harmless Agreement to indemnify the Village of Libertyville against any and all actions arising from, during or as a result of outdoor dining.
- **Review by the Village of Libertyville:** After submitting all required forms, the application will be reviewed by the Village of Libertyville. All departments that will be involved in providing services or permits/licenses for the outdoor dining will assist in reviewing the application.
- **Tents:** All tents require issuance of a tent permit. All applications for tents must be provided to the Community Development Department at least two weeks prior to anticipated outdoor dining. Please contact the Fire Department at 847-362-5664 for information on obtaining a tent permit.

- **Waste Removal:** The Village of Libertyville will not provide waste removal services for outdoor dining. Removal of all waste and debris is the responsibility of the applicant.
- **Accessibility:** All temporary outdoor dining facilities must be accessible to disabled persons, and must comply with all applicable federal, State and Village laws, ordinances, and regulations concerning accessibility and nondiscrimination in the provision of services.
- **Fines:** Any person who violates, disobeys, omits, neglects, or refuses to comply with, or who resists enforcement of, any provision of this Section 26-9-5.13 is subject to a fine of \$500.00 for each offense. Each day a violation continues to exist constitutes a separate offense.
- **Revocation:** If a temporary outdoor dining facility permit is revoked pursuant to Section 26-9-6.8, the permittee is not eligible to receive, and the Village Administrator may not issue, a new temporary outdoor dining facility permit for the property for the same temporary outdoor dining season.”
- The Village Administrator may revoke or suspend a temporary use or structure approval or permit issued pursuant to Section 26-9-5 for noncompliance with one or more of the regulations, conditions, and restrictions set forth in this Article 9.
- The Village Administrator must send written notice of their intent to revoke or suspend a temporary use or structure approval or permit, stating the reason or reasons for the revocation or suspension.
- Upon receipt of a written notice of revocation or suspension from the Village, the permittee must, within 10 business days after the date on the notice, correct, to the satisfaction of the Village, the deficiencies stated in the written notice, and provide written proof of such correction to the Village.
- If the permittee fails to correct the deficiencies stated in the notice within 10 business days after the date on the notice, the Village Administrator may revoke or suspend the permit or approval upon the presentment of written notice to the permittee

I have read and understand the requirements of Village Code regarding temporary outdoor dining.

Signature

Printed Name

Address

PROPERTY OWNER'S AUTHORIZATION

DATE: _____

I, _____, Owner/Owner's Agent of the
Property Owner/Owner's Agent
property located at _____, do hereby
Address/Location
authorize _____ to conduct the requested Outdoor
Applicant
Dining activity, as outlined in the Applicant's Outdoor Dining application to the Village
of Libertyville.

Signature

Printed Name

Address

Phone Number



**VILLAGE OF LIBERTYVILLE
INSURANCE REQUIREMENTS AND INDEMNIFICATION
USE OF VILLAGE PROPERTY**

Requestor (entity requesting use of Village property) shall obtain insurance of the types and in the amounts listed below for the purposes of insuring the Village.

Commercial General and Umbrella Liability Insurance

Requestor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or be a minimum of \$2,000,000.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26 and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village.

A. Business Auto and Umbrella Liability Insurance

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence/accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01.

B. Workers' Compensation Insurance

If applicable, Licensee shall maintain workers' compensation with statutory limits and employer's liability insurance of not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee waives all rights against the Village and its officers, officials, employees, volunteers and agents for recovery of damages arising out of, or incident to, the Licensee's use of the premises.

C. General Insurance Provisions

1. Evidence of Insurance

Prior to using Village property or facilities, Requestor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Requestor's obligation to maintain such insurance.

The Village shall have the right, but not the obligation, of prohibiting from occupying the premises until such certificates and endorsements have been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in termination of the approval for use of Village property or facilities.

Licensee shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, the rating should be no less than A-, VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-, VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Execution

The execution by a broker of any of the documents or endorsements required in this Section shall not be sufficient. All documents or endorsements required herein must be executed by a duly authorized representative of the insurer.

6. Additional Insured

Please include the following verbiage: Village of Libertyville, its officials, employees, agents and volunteers.