



AGENDA

President and Board of Trustees
Village of Arlington Heights
Committee-of-the-Whole
Community Room

33 S. Arlington Heights Road, Arlington Heights, IL 60005

April 3, 2017

7:45 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. NEW BUSINESS

- A. Armand's Restaurant - 101 W. Campbell St.
Use of Public Sidewalk for Outdoor Dining

V. OTHER BUSINESS

VI. ADJOURNMENT

Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact David Robb, Disability Services Coordinator, at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, (847)368-5793 (Voice), (847)368-5980 (Fax) or drobb@vah.com.



Item: Armand's Restaurant - 101 W. Campbell St.

Department: Planning & Community Development

Request

Armand's Pizza located at 101 W. Campbell Street has submitted an application for outdoor dining on the public sidewalk along Campbell Street and Vail Avenue.

Analysis

Chapter 28, Section 5.1-14.2 allows the use of public sidewalks for outdoor eating cafes subject to certain criteria. In the event that alcoholic beverages are to be served on the public sidewalk, the Village's process requires review and approval by the Village Board.

Armand's is proposing to locate 3 four top tables and 3 two top tables along Campbell Street. In addition, they are proposing to locate 6 two top tables along Vail Avenue.

On May 19, 2014, the Village Board approved a recommendation from the Committee-of-the-Whole approving a more relaxed fencing requirement for outdoor dining and modifying the requirement from a continuous 4 foot high fence to a barrier that consists of planters/fencing with openings that allow for a shared walkway for pedestrians, restaurants, patrons, and restaurant servers. Armand's is proposing planters along Vail Avenue and Campbell Street to delineate their outdoor eating area similar to Peggy Kinnane's and La Tasca.

Armand's has provided the appropriate insurance provisions and executed the License Agreement.

Recommendation

It is recommended that the Committee-of-the-Whole recommend that the Village Board approve the Resolution Approving a License Agreement for three years with the Owner of Armand's Pizza located at 101 W. Campbell Street.

ATTACHMENTS:

Description
License Agreement

Type
Agreement

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 Michael Caringella, ("Licensee"); and

WHEREAS, the Village is the owner of right-of-way on Campbell Street and Vail Avenue ("Site") located directly adjacent to 101 W. Campbell Street in the Village of Arlington Heights; and

WHEREAS, Licensee is the owner of Armand's Pizza, a restaurant located at 101 W. Campbell Street, 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, 2020, with the understanding that in each year of this Agreement the outdoor eating area shall not begin until April 1 of that year. While this is a three year agreement, the ability to have an outdoor eating area in each of the years is dependent upon Licensee's receipt of an annual permit from the Village and providing valid proof of insurance.

Each year, as part of the permit review process, the Village, in its sole discretion, will determine upon receipt and review of appropriate documentation and prior history whether a subsequent permit will be granted. If the Village determines that a permit will not be granted for another year, it will notify the Licensee in writing of the termination of this License Agreement.

3. The Licensee will obtain any required permits and licenses 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 or the Village Code 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 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 property from the Site, storing such property at the Licensee's sole expense.

10. The Licensee 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	\$1,000,000 per occurrence
Combined	\$2,000,000 aggregate

Personal Injury Liability	BFGL aggregate
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Worker's Compensation	Statutory (\$100,000)
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Employer's Liability	\$500,000
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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 Licensee 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

Armand's Pizza
Michael Caringella
101 W. Campbell
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 14 day of March, 2017.

Michael Caringella

Village of Arlington Heights


3/14/2017

Title

Owner

Date

Attest:



Title

Date

Attest:

CAMPBELL AVE

ARMAND'S

DECORATIVE FENCE RAISED PLANTER

o p

VAIL AVE



ARMAND'S RESTAURANT OUTDOOR DINING