



City of Byron
232 W. Second St.-PO Box 916
Byron IL 61010
815-234-2762

For Office Use Only:

Date Paid: _____
Total Due: _____
Cash or Check #: _____
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SIDEWALK CAFÉ/OUTDOOR DINING PERMIT

Fee: \$50.00 per year (April 1—November 1)

Date of Application: _____

Restaurant Name: _____

Primary Contact Name and Title: _____

Address: _____

Phone: _____ Email: _____

Operating Hours: _____

I prefer to be contact by: _____ Phone _____ Text _____ Email _____

PLEASE PROVIDE THE FOLLOWING INFORMATION WITH THIS APPLICATION:

- A description of the public or private property where the applicant seeks to operate.
- A site diagram depicting the following:
 - A seating plan which depicts the locations and all seating, tables, furnishings, barricades, and routes of passage through the dining area and along any adjacent sidewalks or plazas;
 - Show exact length and width dimensions of entire outdoor seating area relative to the associated business, building, curb line and existing encumbrances on the public way;
 - Ingress and egress points to the building and through any barricades or enclosures; and
 - A scale or distances between all features of the outdoor dining area.
- Photos of the proposed outdoor dining area which shall depict where the dining area will be located in relation to the surrounding public way.
- A criminal background check form and proof of insurance
- A signed statement that the applicant shall hold harmless the City and its officials and employees, and shall indemnify the City, its officials and employees, for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license.

SIDEWALK CAFÉ/OUTDOOR DINING REGULATIONS

Sidewalk Café/Outdoor Dining licensees must comply with all applicable federal, state, and local laws and ordinances, including the following standards:

1. Hours of operation of sidewalk cafes/outdoor dining or drinking areas shall not exceed the approved hours of operation granted by the underlying annual business or liquor license, except as otherwise provided in Section 5.58.050 of Byron's Code of Ordinances.
2. The sidewalk cafes/outdoor dining or drinking areas shall not be open or operated at any time when the food or drinking establishment to which it is attached is not open for business.
3. The placement of tables, chairs and other furnishings shall leave at least four feet of an unobstructed, accessible route along the sidewalk or other pedestrian way, and at least 36 inches of accessible route between tables with chairs.
4. Tables, chairs, and other furnishings shall not be of a design and/or weight that will create a wind-blown hazard. No furniture constructed primarily of plastic shall be allowed.
5. Licensees must furnish and maintain such public liability, food products liability, and property damage insurance that will protect the applicant and the City from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage in the following amounts:
 - General liability insurance in the minimum amount of \$1,000,000.00 per occurrence/\$2,000,000 aggregate
 - Property damage limits of not less than \$500,000 per occurrence/\$500,000 aggregate.

The city shall be named as an additional insured. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon the City Clerk. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the City Clerk.

6. Licensees must file and pay all taxes required by the City of Byron and the State of Illinois.
7. The following provisions are required for business establishments where the service or consumption of alcoholic beverages will take place in the outdoor dining or drinking area:
 - The business establishment shall have a valid liquor license issued by the city, that allows for the service of the type of alcoholic beverages being served;
 - Alcoholic beverage consumption shall only be permitted within the designated outdoor seating area, or any other portion of the business establishment to which the liquor license relates. The license holder shall not allow or permit any customer, employee, or other person to remove alcoholic beverages from the area designated in the outdoor dining or drinking area, other than to another location within the business establishment to which the liquor license relates.
 - The outdoor dining or drinking area shall be regularly monitored and bussed by an employee or contractor of the business establishment to ensure that consumption of alcoholic beverages is limited to the outdoor dining or drinking area and operated in compliance with this Code.
8. Establishments with sidewalk cafés/outdoor dining or drinking areas shall be responsible for the proper disposal of all grease, litter, and waste generated by their operation.
9. Establishments with sidewalk cafes/outdoor dining or drinking areas shall abide by any and all applicable federal, state, and local laws, ordinances, and regulations, applicable to them, including but not limited to the current Federal American with Disabilities Act (ADA) Standard and the Illinois Accessibility Code.
10. No permanent structure shall be allowed to be erected on any property in association with sidewalk cafes/outdoor dining or drinking areas.

No renewal shall be automatic. Any current licensee seeking a renewal of their license shall file with the City Clerk an application for renewal which shall meet all of the requirements of Chapter 5.58 of the City's Code of Ordinances and shall be accompanied by the requisite fee. Failure to timely submit an application for renewal shall result in termination of the license at the end of the current licensing period.

By signing this application, the applicant is acknowledging that he/she is familiar with the conditions, requirements, and prohibitions of this application, as well as those set forth in the ordinances, codes, rules, and regulations, as amended from time to time, and will abide by each and every such condition, requirement, and prohibition. Failure to adhere to every such condition, requirement, and prohibition may result in the levying of the penalties established herein and in the City ordinances (Chapter 1.20), and immediate revocation of the license granted under this application. In addition, the City may bring such other legal actions as may be appropriate under the circumstances.

Applicant Signature: _____

Printed Name: _____

Name of Organization: _____

Title: _____

SIDEWALK CAFES/OUTDOOR DINING LICENSE HOLD HARMLESS AGREEMENT

Whereas, _____ (“Applicant”) desires a Sidewalk Cafes/Outdoor Dining license (“License”) from the City of Byron (“City”).

Whereas, as an express condition of and in consideration of the City issuing the License, Applicant agrees to assume all risk and liability pertaining to activities conducted under the License.

Now therefore, to the fullest extent permitted by law, the Applicant hereby releases, waives, discharges, indemnifies, defends, and forever holds harmless the City and its officials, employees, agents and volunteers from and 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, or causes of action now existing or which may hereafter exist whether directly or indirectly arising from the License or connected with an act or omission of the Applicant, or an agent, invitee, guest, or employee, invited by and/or with the permission and consent of the Applicant, with respect to the License or the operations, activities or services conducted under the License, 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 or intentional infliction of harm or violation of state and federal laws, including all unknown, unforeseen, unanticipated and unsuspected injuries, death, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist.

Nothing set forth in this Agreement shall be deemed a waiver by the City of any defenses or immunities that are or would be otherwise available to the City or its officials, employees, agents or volunteers under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of the License or renewal thereof.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement. The undersigned represents he/she has full authority to execute this Agreement on behalf of the Applicant.

Agreed this _____ day of _____, 20__.

(Name of Applicant)

Signature of Authorized Person

Title