

**VILLAGE OF ALGONQUIN
SPECIAL VILLAGE BOARD MEETING**

June 11, 2019

7:25 p.m.

2200 Harnish Drive

-AGENDA-

- 1. CALL TO ORDER**
- 2. ROLL CALL – ESTABLISH QUORUM**
- 3. AUDIENCE PARTICIPATION**
(Persons wishing to address the Board must register with the Village Clerk prior to call to order.)
- 4. OLD BUSINESS**
(1) An Ordinance Authorizing the Execution of a License Agreement with Anthony Bellino and Colatorti, Inc.
- 5. ADJOURNMENT**

ORDINANCE NO. 2019 - O - _____

***An Ordinance Authorizing the Execution of a License Agreement
with Anthony Bellino and Colatorti, Inc.***

WHEREAS, the Village of Algonquin, McHenry and Kane counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

WHEREAS, with the construction of the new Down Town improvements, the Village is exploring new outdoor dining options during the summer months and wishes to try a pilot program that will allow restaurants in the downtown area to utilize the Village sidewalk area, this pilot program is only for limited use of the sidewalk and only for the 2019 summer after which time the Village will reassess the private use of its sidewalk area for outdoor dining to determine whether the program should be expanded or eliminated; and

WHEREAS, as part of this pilot program, the Village's corporate authorities believe it is in the best interests of the Village to enter into a license agreement with Anthony Bellino and Colatorti, Inc. attached hereto as Exhibit A and that said Agreement be approved.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane counties, Illinois, as follows:

SECTION 1: The Agreement is hereby approved and the Village Manager is hereby authorized and directed to execute the Agreement on behalf of the Village.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby superseded to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

Village President John C. Schmitt

(SEAL)

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____

Approved: _____

Published: _____

Prepared by:
Kelly Cahill, Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014

CERTIFICATION

I, GERALD S. KAUTZ, do hereby certify that I am the duly elected and qualified Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the President and Board of Trustees of said Village.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the _____ day of _____, 2019, the foregoing Ordinance entitled *An Ordinance Authorizing the Execution of a License Agreement with Anthony Bellino and Colatorti, Inc.*, was duly passed and approved by the President and Board of Trustees of the Village of Algonquin.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said Village to be affixed hereto this _____ day of _____, 2019.

Gerald S. Kautz, Village Clerk
Village of Algonquin,
McHenry and Kane Counties,
Illinois

(VILLAGE SEAL)

LICENSE AGREEMENT

This LICENSE AGREEMENT (“Agreement”) is made by the Village of Algonquin (the “Village”) and Anthony Bellino, as owner of certain property (“Bellino”) and Colatorti, Inc., as a tenant (“Colatorti”) collectively referred to as “Licensees”.

RECITALS:

Bellino is the legal titleholder of property located at 220 South Main Street and legally described as follows:

Lot 7 in Block 8 in Plumleigh’s Addition to Algonquin, being a subdivision of part of the Northwest Quarter of Section 34, Township 43 North, Range 8 East of the Third Principal Meridian, West of the Fox River, and part of the Northeast Quarter of Section 33, Township 43 North, Range 8 East of the Third Principal Meridian, East of the Chicago and Northwestern Railroad, according to the Plat thereof recorded March 24, 1860 in Book 28 on Deeds, Page 400, in McHenry County, Illinois.

PIN: 19-34-106-012

(the “Property”)

The Village is the legal titleholder of the sidewalk that is located along the south side of the Property abutting Washington Street (“Sidewalk”).

Bellino owns the building where Colatorti operates a restaurant on the Property known as Cucina Bella and, as a part of the restaurant. Said Licensees wish to utilize an area of the Village’s sidewalk abutting Washington Street between the west and east property lines of the Property for an outdoor eating area. Said outdoor eating area, which is referred to herein as the “Outdoor Patio” is depicted on the Site Plan attached hereto and incorporated herein as “Exhibit A”.

Colatorti plans to apply for an auxiliary outdoor liquor license to serve alcohol at said within said Outdoor Patio.

Licensees are requesting that the Village grant them a license giving them the right to utilize the Sidewalk for the proposed Outdoor Patio. The Village is willing to do so provided that the Licensees provide the Village with certain assurances and the releases as herein defined.

Accordingly, the Village and Licensees agree as follows:

1. The Village hereby grants to Licensees a license with respect to the surface portion of the Sidewalk in the location depicted on Exhibit A for the operation of the Outdoor Patio as part of the Cucina Bella restaurant establishment.

2. Said license is terminable at the sole discretion of the Village and shall terminate no later than December 1, 2019.

3. Licensees have examined and know the condition of the Sidewalk and have received the same in good repair, and acknowledge that no representations as to the condition and repair thereof, and no agreements or promises to alter, repair or improve the Sidewalk, have been made by the Village.

4. Licensees agree that they are solely responsible for maintaining the Sidewalk and Outdoor Patio and will remove any trash or debris that accumulates on the Sidewalk. Licensees have requested permission to install fencing that will surround the outside eating area. The Village agrees to allow fencing with an ornamental design to be installed to surround the outside eating area so long as it is in compliance with the location and design as depicted on Exhibit A; said fencing shall be subject to final design approval and inspection by the Village prior to the Outdoor Patio opening for business. The fencing, if approved, shall not be attached to the surface of the Sidewalk in a permanent manner. At the end of this License, Licensees shall remove the fencing and shall ensure that the Sidewalk is in the same condition of cleanliness and repair as at the beginning of this License. If the Sidewalk is not kept in good repair and in a clean, sightly and healthy condition by Licensees, the Village may enter the licensed premises without such entering constituting an interference with the possession of the Outdoor Patio by Licensees, and the Village may make any and all repairs necessary to restore the Sidewalk to its original condition and Licensees agree to pay the Village any expenses it may incur in restoring the Sidewalk to its original condition as a result of damages caused by Licensees' use.

5. Licensees shall allow the Village free access to the Outdoor Patio for the purpose of examining the same, or to make any repairs or alterations thereof which the Village may see fit to make. Licensees further agree not to obstruct pedestrian access along said Sidewalk and

shall provide for at least a 5-foot wide pedestrian access outside the Outdoor Patio fencing area that does not conflict with the tree grates as depicted in Exhibit A. A 5-foot wide pedestrian access shall also be provided outside the Outdoor Patio, including when the gate is fully opened.

6. Licensees agree that the Outdoor Patio will comply with all applicable statutes, codes and ordinances, including the Americans with Disabilities Act.

7. Colatorti understands and agrees that he must obtain an auxiliary liquor license pursuant to Chapter 33, Liquor Control and Liquor Licensing, of the Village Municipal Code.

8. Colatorti understands and agrees that a controlled point of access shall be maintained at all times, for access into the Outdoor Patio. Should the New Door as depicted on Exhibit A not be installed during the term of this License Agreement, Colatorti shall establish a Hostess station to be staffed at all times by an employee to restrict access into the Outdoor Patio to other employees / servers, and customers that have already been seated in the Outdoor Patio.

9. Edison style outdoor string lights, similar to the outdoor lighting installed in the plaza adjacent to the Historic Village Hall, shall be permitted within the Outdoor Patio so long as they are in compliance with those depicted in Exhibit B. Said lights shall be illuminated only during business hours and for not more than 30 minutes after closing at which time they must be turned off.

10. The parties agree that the Village is not liable to the Licensees for any damage or injury to them or their personal property situated on said Sidewalk both inside and outside the fencing of the Outdoor Patio area regardless of the cause of said damage or injury. All claims for any such damage or injury are expressly waived by the Licensees.

11. Licensees agree that they and their successors and assigns shall hold harmless, indemnify and reimburse the Village, its officials, employees, successors and assigns for any and all liabilities, including but not limited to attorney's fees, claims and judgments, arising from or in connection with this License and the operation of said Outdoor Patio and including any incidents associated with the sale and consumption of alcohol on the Sidewalk, excepting those negligent acts or omissions of the Village.

12. Licensees assume liability for all injury to or death of any person or persons including employees of Colatorti, any supplier or any other person and assumes liability for all damage to property sustained by any person related to Licensees' use of the Property.

13. Licensees shall maintain the following insurance policies with limits no less than:

a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.

b. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

c. Liquor Liability: Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

In addition, the policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Liquor Liability Coverages.

a. The Village is to be covered as an insured with respect to liability arising out of activities performed by or on behalf of Licensees and the Outdoor Patio. The premises included in the policy shall specifically include the Outdoor Patio area. The coverage shall contain no special limitations on the scope of protection afforded to the Village except coverage for the Village will be limited to the Outdoor Patio area.

b. Licensees' insurance coverage shall be the primary coverage with respect to the Village. Any insurance or self-insurance maintained by the Village shall be excess of Licensee's insurance and shall not contribute to it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village.

d. Licensees' insurance shall contain a Severability of Interests/Cross Liability clause or language stating Licensees' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The insurer shall agree to waive all rights of subrogation against the Village for losses arising from work performed by Licensees.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Licensees shall furnish the Village with certificates of insurance naming the Village as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village. Other additional insured endorsements may be utilized if they provide a scope of coverage at least as broad as the coverage stated on such endorsement. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

14. This Agreement shall not be amended except upon written agreement of all Parties and ratified by Board action except as outlined in paragraph 2 herein.

15. This Agreement shall not be assignable by Licensees without the prior written consent of the Village which shall not be unreasonably denied.

16. Licensees shall pay upon demand all the Village's costs, charges and expenses, including fees of attorneys, agents and others retained by the Village, incurred in enforcing any of the obligations of Licensees under this license or in any litigation, negotiation or transaction in which the Village shall, without the Village's fault, become involved through or on account of this license.

17. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition and validity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. All of the obligations of the Licensees outlined in this Agreement are the joint and several responsibilities of Bellino and Colatorti.

19. This Agreement may be recorded by Licensees with the McHenry County Recorder of Deeds office.

Dated this _____ day of _____, 2019.

VILLAGE OF ALGONQUIN

By: _____
Tim Schloneger, Village Manager

ATTEST:

Gerald S. Kautz, Village Clerk

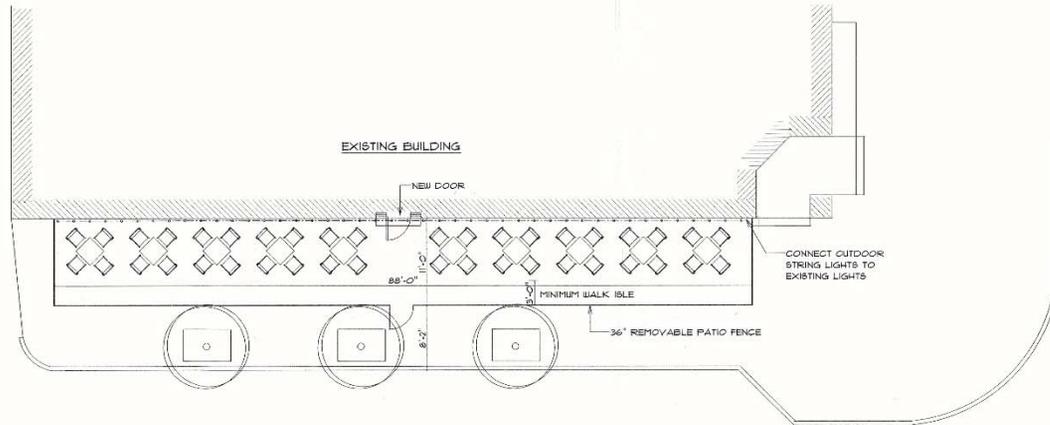
Anthony Bellino

Colatorti, Inc.

By: _____

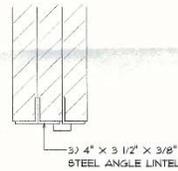
Its: _____

Exhibit A



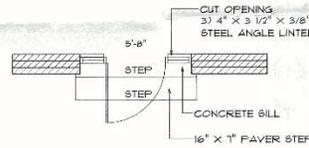
SEASONAL FENCE OUTDOOR DINING

SCALE 1" = 10'-0"



LINTEL

SCALE 1/2" = 1'-0"



DOOR PLAN

SCALE 1/4" = 1'-0"



LOCATION MAP

BUILDING CODES	
23.01	Definitions
23.02	International Residential Code/2006 Adopted
23.03	Modifications to the Residential Code
23.04	International Building Code/2006 Adopted
23.05	Modifications to the Building Code
23.06	International Fire Code/2006 Adopted
23.07	Modifications to the Fire Code
23.08	International Mechanical Code/2006 Adopted
23.09	Modifications to the Mechanical Code
23.10	International Fuel Gas Code/2006 Adopted
23.11	Modifications to the Fuel Gas Code
23.12	National Electrical Code/2002 Adopted
23.13	Modifications to the Electrical Code
23.14	Illinois State Plumbing Code/2004 Adopted
23.15	Modifications to the Plumbing Code
23.16	International Energy Conservation Code/2006 Adopted
23.17	Modifications to the Energy Conservation Code
23.18	International Existing Building Code/2006 Adopted
23.19	Modification to the Existing Building Code
23.20	International Property Maintenance Code/ 2006 Adopted
23.21	Modifications to the Property Maintenance Code
23.22	Illinois Accessibility Code/1997 Adopted
23.23	Permit Fee Schedule
23.24	Kane County Road Improvement Impact Fee
23.25	Identification of Local Building Code Not Adopted

SIGNED:



STRUCTURAL ENGINEER LICENSE NO. 081-002641
EXPIRES: 11/30/2019

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY CONFORM TO THE BUILDING & ZONING CODES FOR THE VILLAGE OF ALGONQUIN, IL.

JOSEPH A. MEYER
STRUCTURAL & PROFESSIONAL ENGINEER
DB PARK AVE. BARRINGTON, ILLINOIS 60010 847-382-0200

OUTDOOR PATIO FOR:
CUCINA BELLA
202 S. MAIN STREET ALGONQUIN, ILLINOIS 60101

DATE
APR 27, 2019

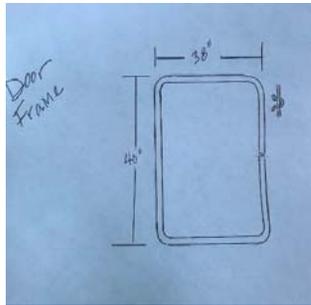
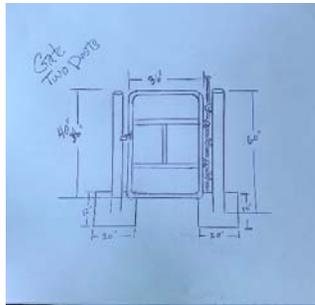
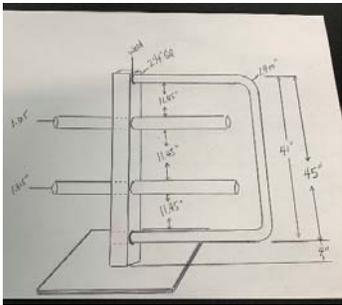
REVISION

JOB #

SHEET #

A1

Exhibit B: fencing & lighting



- Overall height dimension 45" includes the 4" base extension
- 2 1/4" sq x 14 gauge galvanized pipe powder painted / Center Posts with 1/4" base x 20" x 12" base mig welded to vertical sq pipe
- 1.900" x 14 gauge galvanized pipe powder painted satin black
- 1.315" x 12 gauge galvanized pipe powder painted satin black
- Mig welder all mating 1.900" components notched
- All 1.315" integrated through
- 2 1/4" sq pipe welded to the outer frame component



Lighting similar to what the Village installed in the Plaza adjacent to Historic Village Hall.