

**RESOLUTION NO. 11 - 18**

**A RESOLUTION APPROVING AN OUTDOOR STREET PERMIT FOR A PORTION OF MULBERRY STREET ON MARCH 17, 2018**

**WHEREAS**, the Village of Chatham (“Village”), Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, the Village Code allows for the Village Board and Liquor Commissioner to issue Outdoor Street Permits; and

**WHEREAS**, Jack Matthews, as owner of the Chatham Tap Room, has requested an Outdoor Street Permit for March 17, 2018, to allow alcoholic liquor outside of the permanent structure (i.e., Tap Room), for consumption on Mulberry Street between Illinois Route 4 and the alley (see attached map location on Exhibit A); and

**WHEREAS**, the Village Board and Village President, as Liquor Commissioner, are agreeable to the issuance of the Outdoor Street Permit upon the applicant’s compliance with Section 111.17C of the Village Code and upon the other terms and conditions set forth in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Chatham, County of Sangamon, as follows:

**Section 1.**     Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**Section 2.**     Approval of Outdoor Street Permit. The Outdoor Street Permit, requested by Jack Matthews, as the Class T liquor license holder for the Chatham Tap Room, upon the following conditions: (1) applicant shall be responsible for complying with all conditions of Section 111.17C of the Village Code; (2) applicant shall fully complete and execute the Outdoor

Street Permit Indemnification & Event Agreement attached hereto as Exhibit B and shall provide the insurance coverage set forth therein; (3) applicant shall submit fencing and signage plans at least 24 hours in advance of the event to the Chief of Police that complies with the requirements of Section 111.17C(7); and (4) the event shall be held between 12:00 p.m. on March 17, 2018, and shall end no later than 5:00 p.m. on March 17, 2018 and the Permitted Area shall be blocked off no sooner than one hour prior to the start time and the Permitted Area shall be cleared and cleaned no later than one hour after the end time on March 17, 2018.

**Section 3. Adjacent Class T License Holders.** Any adjacent establishments to the Permitted Area that hold a Class T liquor license may also be given an Outdoor Street Permit for the Permitted Area, set forth on Exhibit A, upon completion of an Outdoor Street Permit Indemnification & Event Agreement attached (see Exhibit B) and payment of the \$100.00 permit fee.

**Section 4. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this 13 day of march, 2018.

	YES	NO	ABSENT	PRESENT
TERRY FOUNTAIN	X			
BRETT GERGER	X			
NINA LINDHORST			X	
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL	5	0	1	

**APPROVED** by the President of the Village of Chatham, Illinois this 13 day of march, 2018.

  
\_\_\_\_\_  
Dave Kimsey, Village President

Attest:

  
\_\_\_\_\_  
Amy Dahlkamp, Village Clerk

**EXHIBIT A  
PERMITTED AREA**



**EXHIBIT B  
OUTDOOR STREET PERMIT  
INDEMNIFICATION & EVENT AGREEMENT**



# OUTDOOR STREET PERMIT INDEMNIFICATION & EVENT AGREEMENT

To be completed legibly by Indemnifier

EVENT: \_\_\_\_\_  
(describe Outdoor Street Permit event requiring indemnification)

DATE / TIME OF ACTIVITY: \_\_\_\_\_  
(insert date and times of event )

LOCATION OF ACTIVITY: \_\_\_\_\_  
(insert location of event )

NAME OF INDEMNIFIER: \_\_\_\_\_  
(print name of person or legal entity conducting the event)

*NOTE ADDITIONAL CONTACT INFORMATION MUST BE COMPLETED AT THE BOTTOM OF THIS FORM*

## Outdoor Street Permit Indemnification & Event Agreement

In consideration of permission to use the property of the Village of Chatham and to the fullest extent permitted by law \_\_\_\_\_ (hereinafter "INDEMNIFIER"), hereby agrees to defend, indemnify and hold harmless the Village of Chatham, its officials, agents, employees, and/or independent contractors (hereinafter "BENEFITED PARTIES"), against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the BENEFITED PARTIES, arising in whole or in part, or in consequence of the performance of the above-referenced event (hereinafter "EVENT") by INDEMNIFIER, its employees, participants, invitees, agents or contractors, or which may in any way result, except those causes of action arising out of the sole and willful misconduct of the Village of Chatham.

INDEMNIFIER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising thereof, or incurred in connection therewith, and if any judgment shall be rendered against the BENEFITED PARTIES in any such action, INDEMNIFIER, at their own expense, shall satisfy and discharge the same. INDEMNIFIER acknowledges there are risks associated with the EVENT and assumes all liability for same. INDEMNIFIER further agrees to be responsible for any and all property damage associated with the EVENT and to carry insurance to cover said EVENT.

INDEMNIFIER shall maintain and keep in force, for the benefit of the BENEFITED PARTIES, general commercial liability insurance against claims for personal injury, death and property damage which may arise from or in connection with the EVENT, to afford protection to the limit of not less than \$1,000,000.00 per occurrence with respect to bodily injury or death and \$500,000.00 per occurrence with respect to property damage or such other insurance as shall be approved by the Village Board. The BENEFITED PARTIES shall be named as an additional insured on the insurance and an endorsement issued. A certificate of insurance shall be provided, along with the endorsement, to the Clerk of the Village of Chatham at least forty-eight (48) hours prior to the EVENT. The insurance held by the INDEMNIFIER shall be the primary insurance and any insurance policy held by the Village of Chatham shall be secondary. If signing on behalf of a corporation or other legal entity, the undersigned acknowledges and affirms that he or she has the authority to approve this Agreement and to bind the company as its agent.

INDEMNIFIER further agrees to comply with and be bound by the Village's requirements on Outdoor Street Permits as set forth in Chapter 111, Section 111.17C of the Village Code.

**AGREED TO AND ACCEPTED IN FULL BY:**

\_\_\_\_\_ **Print Name of Indemnifier (Person or Legal Entity)**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Signature of Person or Authorized Agent if Legal Entity**

**ADDITIONAL CONTACT INFORMATION OF INDEMNIFIER (REQUIRED)**

\_\_\_\_\_ **Print Full Name of Person Signing Above**

\_\_\_\_\_ **Address, City, State, Zip Code**

\_\_\_\_\_ **Legal Entity Name (if applicable)**

\_\_\_\_\_ **Title of Person Signing (if applicable)**

\_\_\_\_\_ **Cell Phone (if applicable)**

\_\_\_\_\_ **Work Phone**

**TO BE COMPLETED BY VILLAGE**

Accepted & Received by: \_\_\_\_\_

Date: \_\_\_\_\_