

Village of East Dundee  
PRESIDENT AND BOARD OF TRUSTEES  
Special Meeting  
Monday, February 13, 2017  
06:15 PM

Call to Order

Roll Call

Pledge of Allegiance

Public Comment: Agenda items only - Please keep comments to 5 minutes or less

Consent Agenda

Old Business

[A. Resolution of the Village of East Dundee, Cook and Kane Counties, Illinois, Approving a Concension License Agreement \(Caboose Concession Stand, Depot Park\)](#)

B. Motion for the Village to Proceed with the Next Steps on Utopia

[C. Approval of an Ordinance of the Village of East Dundee, Illinois, Cook and Kane Counties, Illinois, Amending the Code of Ordinances of the Village of East Dundee to Add a Chapter for the Licensing of Mobile and Nonmobile Vending Units](#)

New Business

Financial Reports

Reports: Village President

Reports: Village Trustees

Reports: Village Administrator

Reports: Village Attorney

Reports: Village Engineer

Reports: Chief of Police

Reports: Director of Public Works

Reports: Building Official

Reports: Finance Director

Reports: Special Events Manager

Reports: Promotion/Marketing Manager

Reports: Economic Development Consultant

Executive Session

Recess to Executive Session Executive Session, closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (2) (21), Discussion of Minutes, (C) (6), Pending Litigation, 2 (C) (1), Personnel and 2 (C) (5) Acquisition of Property.

Public Comment - Please keep comments to 5 minutes or less

Adjournment

Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,  
COOK AND KANE COUNTIES, ILLINOIS, APPROVING A CONCESSION LICENSE  
AGREEMENT  
(CABOOSE CONCESSION STAND, DEPOT PARK)**

**WHEREAS**, the Village of East Dundee, Cook and Kane Counties, Illinois (the “*Village*”) is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, James Stanula, Inc., an Illinois Corporation, (the “*Concessionaire*”) has approached the Village in regards to licensing the Village’s caboose located at 112 Railroad Street in Depot Park (the “*Caboose*”) for the purpose of operating a food concession stand therein; and,

**WHEREAS**, the Village desires to have the Caboose operated by the Concessionaire for the service of a high quality and creative menu as part of the downtown restaurant community; and,

**WHEREAS**, the President and Board of Trustees have determined that it is in the best interests of the Village to enter into an agreement with the Concessionaire for the operation of a concession stand out of the Caboose pursuant to the terms and conditions as set forth in the Concession License Agreement attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

**Section 1.** That the Concession License Agreement, attached hereto and made a part hereof, is hereby approved and the President, Village Clerk, and Village Administrator are hereby authorized to execute and deliver said Agreement and undertake any and all actions that may be required to implement its terms.

**Section 2.** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2017, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

# **CONCESSION LICENSE AGREEMENT**

Caboose Concession Stand, Depot Park

This CONCESSION LICENSE AGREEMENT (the “Agreement”), made and entered into this 13<sup>th</sup> day of February, 2017, by and between the Village of East Dundee, a municipal corporation, hereinafter referred to as “Village,” and James Stanula, Inc., an Illinois corporation, hereinafter referred to as “Concessionaire.”

## **WITNESSETH:**

WHEREAS, the Village desires to have its caboose located at 112 Railroad Street in Depot Park operated by a concessionaire for service of a high quality and creative menu as part of the downtown restaurant community, and

WHEREAS, the Village and the Concessionaire have reached an understanding concerning the operation of the caboose as a concession stand and agree as follows:

### **1. PURPOSE**

It is the intent of this Agreement to provide from the Village’s caboose a food and beverage concession operation at the Depot Park. All food and commodities sold by Concessionaire shall be of the best quality, all service prompt and courteous, all personnel shall be clean and presentable and the facility, including all equipment, shall be kept in accordance with required health standards and the ordinances of the Village.

### **2. TERM**

The term of this Agreement shall be thirty (30) days commencing February 14, 2017 and terminating on March 15, 2017 and may be renewed by the Concessionaire for two additional two year terms.

### **3. OPERATING SPECIFICATIONS**

- A. The Concessionaire shall operate its business in the caboose concession stand at Depot Park generally located at 112 Railroad Street in the Village, and as more specifically described in this document and as shown on Exhibit A (the “Premises”).
- B. An inventory of Village-owned equipment in the concession stand will be made jointly by the Concessionaire and the Village. A listing of that beginning equipment and fixture inventory will be made an attachment to this Agreement as Exhibit B. The Concessionaire is responsible for providing all other necessary equipment for its operation.

- C. The Village shall have the right at all times to inspect the Premises occupied by the Concessionaire in conducting its services and sales.
- D. The Concessionaire shall conduct ordinary day to day maintenance and minor repairs necessary to keep the Premises in an acceptable condition. The Concessionaire shall keep the walls, fixtures, cooking areas and floors cleaned in accordance with the requirements of the Village and County Health Departments and ordinances of the Village. The Concessionaire shall also be solely responsible to clean and maintain the public restrooms located \_\_\_\_\_ in accordance with the regulations of the Village and County Health Departments and ordinances of the Village. The Concessionaire shall obtain all health permits prior to operation and all Health Department reports shall be immediately transmitted to Jennifer Johnsen, Deputy Village Administrator of the Village for review. The Concessionaire shall furnish all cleaning supplies and materials needed to maintain the Premises in the above described manner. For the purposes of this agreement, maintenance work shall include regular upkeep of all components of the caboose, including maintenance and repairs.
- E. Any improvements done on or to the Premises over \$500 in value shall be approved by Jennifer Johnsen, Deputy Village Administrator prior to commencement.
- F. At the end of the agreement term and any extension thereof, Jennifer Johnsen, Deputy Village Administrator shall conduct an inspection of the Premises, and the Concessionaire shall be informed of the outcome of said inspection. The Concessionaire will deliver the Premises, and all Village owned equipment to the Village at the termination of this Agreement in good condition and state of repair as when received except for ordinary wear and tear.
- G. The Concessionaire does not have exclusive rights to any concession operations within Depot Park.
- H. The Concessionaire shall operate a business offering the goods and services in the Premises defined herein as described in Exhibit D attached hereto and made a part hereof by reference.
- I. The Village agrees to furnish to the Concessionaire access to Village water and sewer utilities. The Concessionaire is not responsible for applicable usage payments for those utilities.
- J. All storage of material and equipment shall be within the Premises or as approved by Jennifer Johnsen, Deputy Village Administrator.

- K. No display signs, menus or advertising materials of any kind shall be used or placed on the exterior of the building except with prior written approval of Jennifer Johnsen, Deputy Village Administrator.
- L. The Concessionaire shall open daily for accommodation of the Park patrons, special events, and other users of the Park as described on Exhibit E attached hereto and made apart hereof by reference.
- M. The Concessionaire agrees to open the concession stand, upon request by the Village, for special functions or events at Depot Park.
- N. The Concessionaire will be allowed to use discretion regarding closing during periods of non activity with approval from Jennifer Johnsen, Deputy Village Administrator or her designee.
- O. The Concessionaire agrees that the Caboose is in satisfactory condition subject only to any written memorandum executed by the Concessionaire and the Village. The Concessionaire agrees at its sole cost and expense to complete all necessary improvements for its operation and to maintain the licensed premises in a clean, sanitary and safe condition.
- P. The Village is responsible for grass mowing and trimming along with snowplowing if necessary of the licensed premise.

#### **4. PAYMENTS AND OTHER REPORTS TO THE VILLAGE**

- A. The Concessionaire agrees to pay to the Village without any prior demand therefore and without any deduction or set-off whatsoever, and as fixed minimum rent, as follows:
  - (1) Ten percent of gross sales (10%) during the first thirty (30) day term and ten percent of gross sales (10%) per month during any extension of the term,
  - (2) The minimum rent may increase during each option license year by an amount equal to one and a half percent (1.5%) of the rent payable during the preceding license term,
  - (3) The Concessionaire shall send the Village a printout of all sales from the POS system during the initial thirty (30) day term along with rent payment within ten (10) days following the expiration of the initial thirty (30) day term. During any extension of this license term, the Concessionaire shall send the Village a printout of the previous month's sale from POS system along with the rent by the 10<sup>th</sup> of the month. There is a \$50.00 penalty per month after the 10<sup>th</sup> day for sales from the previous month and it is a violation of this license and if 30 days in default, this license is null and void.
- B. The Concessionaire shall be required to provide the Village with a security deposit of five hundred dollars (\$500.000) and shall be responsible for any damage to the Premises at the termination of this Agreement.

- C. The Concessionaire shall provide to the Village, prior to the start of the License term, confirmation of insurance coverage described in paragraph 5 below for the Premises and the operations of the business for the entire term, with the Village named as additional insured on all policies.
- D. Concessionaire shall pay all taxes levied or assessed against the Caboose or this Agreement.

## **5. INSURANCE REQUIREMENTS**

- A. Prior to the beginning of the initial term, Concessionaire shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Concessionaire or its employees. Such insurance shall not be less than coverages and limits of liability specified in the attached Exhibit C or coverages and limits required by law unless otherwise agreed to by the Village.
- B. All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than fifteen (15) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Concessionaire of any deficiencies in such documents, and receipt thereof shall not relieve the Concessionaire from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- C. The Concessionaire shall indemnify and save the Village harmless from and against any loss, damage, or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the Concessionaire or its agents or employees.

## **6. SUBLETTING OF AGREEMENT**

This Agreement shall be not assigned or any part sub-contracted without the written consent of the Village. In no case shall such consent relieve the Concessionaire from their obligation or change the terms of this agreement.

## **7. TERMINATION OF AGREEMENT**

The Village reserves the right to terminate the whole or any part of this agreement upon thirty (30) days written notice to the Concessionaire or immediately upon default by the



Concessionaire. Default is defined as failure of the Concessionaire to perform any of the provisions of this Agreement or failure to make sufficient progress so as to endanger performance of this Agreement in accordance with its terms.

## **8. TAXES, LICENSES & PERMITS**

The Concessionaire shall pay all sales, and other taxes that are lawfully assessed against the Village or the Concessionaire in connection with the Concessionaire's facilities and the work included in this Agreement, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Concessionaire shall furnish to the Village satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this agreement.

## **9. STATUS OF CONCESSIONAIRE**

The parties agree that neither Concessionaire nor Concessionaire's employees are employees of the Village.

## **10. RELEASE**

Village assumes no responsibility for the loss or damage of Concessionaire's property or improvements placed on or in the Premises and Concessionaire hereby expressly releases and discharges Lessor from any and all liability for loss to such property or improvements. Village shall not be liable for any financial loss incurred by Concessionaire due to unforeseen or uncontrollable events which cause failure of any or all of the facilities to operate during the term hereof.

## **11. NOTICES**

Any notices concerning this Agreement may be given, and all notices required by this Agreement or concerning performance under this Agreement shall be given in writing and shall be personally delivered, faxed or mailed addressed as shown below, or such other address or addresses as may be designated by either of the parties, in writing, from time to time.

To the Village:  
Robert Skurla  
Village Administrator  
120 Barrington Avenue  
East Dundee, IL 60118  
FAX: 847-426-2956

With a copy to:  
Kathleen Field Orr  
Kathleen Field Orr and Assoc.  
53 West Jackson Blvd., Suite 964

Chicago, IL 60604  
FAX: 312-382-2127

To Concessionaire:  
James Stanula RDC, Inc.  
James Stanula, President  
112 River Road  
East Dundee, IL 60118  
FAX: \_\_\_\_\_

**11. CONCESSIONAIRE CERTIFICATIONS**

- A. Concessionaire certifies that it is not barred from contracting with the Village as a result of a violation of either Paragraph 33E-3 or 33E-4 of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and
- D. Complies with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e

**12. COMPLIANCE WITH LAWS**

All work under this Agreement shall be executed in accordance with all applicable federal, State, and Village laws, ordinances, rules and regulations which may in any manner affect the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons duly authorized thereto the day and year first hereinabove written.

The Village of East Dundee

\_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

Concessionaire:  
James Stanula RDC, Inc.

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By: Its President

**EXHIBIT A**  
**SITE PLAN OF PREMISES**

**EXHIBIT B**  
**EQUIPMENT INVENTORY**

## EXHIBIT C

### VILLAGE OF EAST DUNDEE, ILLINOIS INSURANCE REQUIREMENTS

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Concessionaire shall procure and maintain, for the duration of the agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Concessionaire, his agents, representatives, or employees.

1. **MINIMUM SCOPE OF INSURANCE** Coverage shall be at least as broad as:
  - A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the Village named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.
  - C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."
  - D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.
2. **MINIMUM LIMITS OF INSURANCE** Concessionaire shall maintain limits no less than if required under above scope:
  - 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 or a project/contract specific aggregate of \$1,000,000.
  - C. Businesses Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
3. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, and volunteers; or the Concessionaire shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

4. **OTHER INSURANCE PROVISIONS**

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

- A. **General Liability and Automobile Liability Coverages**
  1. The Village, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Concessionaire's work, including activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises owned, leased, or used by the Concessionaire; or automobiles owned, leased, hired, or borrowed by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.
  2. The Concessionaire's insurance coverage shall be primary as respects the Village, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of Concessionaire's insurance and shall not contribute with it.
  3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.
  4. The Concessionaire's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Concessionaire's 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.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Concessionaire shall be required to name the Village, its officials, agents, employees, and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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.

5. **ACCEPTABILITY OF INSURERS**

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.

6. **VERIFICATION OF COVERAGE**

Concessionaire shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers 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 are to be received and approved by the Village before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 2010. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

7. **ASSUMPTION OF LIABILITY**

The Concessionaire assumes liability for all injury to or death of any person or persons including employees of the Concessionaire, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

8. **INDEMNITY/HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the Concessionaire hereby agrees to defend, indemnify, and hold harmless the Village, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the Village, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Concessionaire or its employees, or which may anywise result therefore, except that arising out of the sole legal cause of the Village, its agents, or employees, the Concessionaire shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents, and employees, in any such action, the Concessionaire shall, at its own expense, satisfy and discharge the same.

Concessionaire expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Concessionaire, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Village, its officials, agents, and employees as herein provided.

9. **ADDITIONAL INSURED ENDORSEMENT**

The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the Village, but only with respect to liability arising out of your work. For purpose of this endorsement, "arising out of your work" shall mean: (1) Liability the Additional Insured may incur resulting from the actions of a Concessionaire it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Concessionaires work, (3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Concessionaire and the Additional Insured.

**EXHIBIT D**  
**Description of goods and services to be provided**



**EXHIBIT E**  
**Dates, days and hours of operation**

## **Village of East Dundee Memorandum**

**To:** Village President and Board of Trustees  
Robert J. Skurla, Village Administrator

**From:** Jennifer Johnsen, Deputy Village Administrator

**Subject:** Vending Unit Regulations

**Date:** February 13, 2017

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### **Background:**

The Village has received a request for the operation of a stationary food trailer to be located on the PAL Land truck parking area. The trailer would park in a dedicated parking space and serve food only from that location to the incoming and outgoing truck drivers as well as the general public. The Village does not currently have the necessary regulations in place to allow this type of use.

On January 9, 2017, the Village Board provided direction to draft regulations for both stationary (nonmobile) and mobile vending units. Attached, please find an ordinance establishing these regulations as well as establishing a licensing fee. These regulations were developed by reviewing regulations adopted by comparable municipalities. Attorney Orr's office has reviewed the regulations and their recommendations have been incorporated into the draft ordinance.

### **Regulations Summary:**

The proposed regulations can be summarized as follows:

- General Requirements
  - Licenses shall be annual: January 1 – December 31
  - Hours of operation: 8:00 a.m. – 8:00 p.m.
  - All units shall comply with the Kane County Health Department regulations
  - Pushcarts are prohibited
  - Regulations shall not apply to the Caboose
  - Regulations may be waived for temporary vending units participating in community events
  - Proof of insurance shall be required
- Mobile Units
  - Prohibited in business districts
  - Vending must occur on the curb side and when the vehicle is stopped
  - Stop sign and mirror required for traffic and pedestrian safety
- Nonmobile Units
  - Restricted to private property
  - Restricted to manufacturing districts
  - A lease agreement or proof of ownership of the private property is required
- Fees
  - New Application: \$300.00
  - New Application Received After June 30: \$150.00

- Renewal Application: \$150.00
- Renewal Application Received After January 1: \$150.00 plus \$10.00 per business day after January 1.

**Action Requested:** Discussion and consideration of an Ordinance Amending the Code of Ordinances to Add a Chapter for the Licensing of Mobile and Nonmobile Vending Units

**Attachment:** Ordinance Amending the Code of Ordinances to Add a Chapter for the Licensing of Mobile and Nonmobile Vending Units

**Ordinance No. \_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, ILLINOIS, COOK AND KANE COUNTIES, ILLINOIS, AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF EAST DUNDEE TO ADD A CHAPTER FOR THE LICENSING OF MOBILE AND NONMOBILE VENDING UNITS**

**WHEREAS**, the Village of East Dundee (the “*Village*”) is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, the Village pursuant to its home rule powers has the authority to exercise any power and perform any function pertaining to its government and affairs including the power to regulate for the protection of the public health, safety and welfare; and,

**WHEREAS**, pursuant to its home rule authority, the Village has determined that it is in the best interests of the health, safety and welfare of its residents to amend the Code of Ordinances of the Village of East Dundee by setting forth licensing requirements and regulations for mobile and nonmobile vending units.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of East Dundee, Cook and Kane County, Illinois, as follows:

***Section 1.*** That Title XI of the Code of Ordinances of the Village of East Dundee is hereby amended by adding the following Chapter 113:

**CHAPTER 113: VENDING UNITS**

**§ 113.01 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***COMMISSARY.*** Any duly licensed food establishment in which food, containers or supplies are kept, handled, prepared, packaged, or stored and directly from which mobile vending units are serviced, and where mobile vending units are cleaned.

**VENDING UNIT.** A vehicle mounted food establishment from which the retail sale of food or beverage for human consumption is conducted. A vending unit includes what is commonly referred to as a “food truck.”

**MOBILE VENDING UNIT.** A vending unit designed and operated to be readily movable (e.g, a mobile truck moving from location to location continuously). The unit shall return daily to a commissary for supplies, cleaning and for all servicing operations. The unit shall not have permanent potable water, wastewater, or electric connections.

**NONMOBILE VENDING UNIT.** A vending unit that maintains one fixed location. The vending unit shall be provided with permanent potable water, wastewater and electric connections at the fixed location to ensure no interruption in operations.

**OWNER.** The titleholder of the vending unit.

**PERSON.** Any individual, partnership, firm, corporation, trust, association or other entity.

**PUSHCART.** A self-propelled vehicle, either by foot or bicycle, limited to serving nonpotentially hazardous foods or commissary wrapped food maintained at proper temperatures.

**VENDING.** The act of selling, or offering to sell, any food or beverage for human consumption from a vending unit or pushcart on private property.

**VENDING UNIT OPERATOR.** Any person who physically operates a vending unit or pushcart.

**VENDING UNIT LICENSE.** The license issued under this Chapter 113.

§ 113.02 LICENSE REQUIRED.

- (A) No person shall engage in, conduct, maintain, operate or carry on any vending unit business, occupation, activity or establishment without first obtaining a vending unit license.
- (B) In the event that the applicant will be operating more than one such vending unit, the applicant must file separate applications and obtain separate vending unit licenses for each such vending unit.

§ 113.03 GENERAL REQUIREMENTS AND RESTRICTIONS.

- (A) Vending unit licenses shall be annual from January 1<sup>st</sup> to December 31<sup>st</sup>.
- (B) Licensed vending units may be operated from eight o'clock (8:00) a.m. to eight o'clock (8:00) p.m. Sunday through Saturday, including holidays.

- (C) An applicant for a vending unit license for a mobile vending unit shall supply the name and address of the commissary where the vending unit will be cleaned and serviced, and if such vending unit is not stored at the commissary, the name and address of the place where such vending unit will be stored when not in use. The department of health must approve of such locations.
- (D) Prior to the issuance of a vending unit license, the applicant shall comply with any and all requirements or regulations maintained by the Kane County Health Department relating to food handling and the operation of a vending unit, which may include a consultation to review the proposed business practices, the vending unit and other equipment to be used, and food safety operations.
- (E) Mobile vending units shall operate from a commissary and shall report at least daily to such location for all supplies and for all cleaning and servicing operations.
- (F) Pushcarts shall be prohibited.
- (G) Before a vending unit license is issued, a vending unit owner must provide a certificate of insurance evidencing the vending unit owner has obtained a commercial general liability insurance policy for liability arising in any way from the issuance of the vending unit license or activities conducted pursuant to the vending unit license with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. The certificate shall name the Village of East Dundee as an additional insured. If a vending unit license is issued, the licensee shall maintain the insurance described herein in full force and effect for the duration of the license period. Certificates shall contain an agreement signed by the insurance company that prior to modification, cancellation or termination of the subject policy, written notice shall be sent to the Village Clerk by said insurance company.
- (H) No person shall be employed as a vending unit operator without a valid driver's license.
- (I) No vending unit license shall be issued to any person, or to any entity employing any person as a vending unit operator, who has been convicted of the commission of a felony under the laws of the state of Illinois or any other state or federal law of the United States, within the previous five (5) years or convicted at any time of a crime requiring registration on any sex offender list or database or a felony involving drugs, the use of a firearm in the commission of an offense, or any violent felony; nor to any person who has been convicted of a violation of any of the provisions of this chapter, nor to any person whose vending unit license issued hereunder has previously been revoked as herein provided.
- (J) The Village President, Police Chief of the East Dundee Police Department, or Village Administrator may from time to time reasonably restrict the locations within the municipal limits of the Village of East Dundee in which vending units

may be operated in order to promote the public safety. Any vending unit operator failing to comply with the direction of a duly authorized village official regarding the vending unit's location of operation may be subject to suspension and revocation as provided herein.

#### § 113.04 MOBILE VENDING UNIT REQUIREMENTS AND RESTRICTIONS.

In addition to the general restrictions and requirements found at § 113.03 hereof, the following requirements and restrictions shall apply to mobile vending units:

- (A) Door to door sales shall be prohibited.
- (B) Vending is allowed only when the mobile vending unit is lawfully stopped.
- (C) Vending is allowed only from the side of the mobile vending unit away from moving traffic and as near as possible to the curb or side of the street. Vending to a person standing in the roadway is prohibited.
- (D) The mobile vending unit shall contain a stop signal arm that can be extended horizontally from the left side of the vending unit duplicating the design and size of a standard octagonal stop sign as set forth in the State of Illinois Manual of Uniform Traffic Control Devices.
- (E) The mobile vending unit shall contain a convex mirror mounted on the front so the driver, in his/her normal seating position, can see the area in front of the vending unit.
- (F) Mobile vending units shall be prohibited from vending in any Business District within the Village, as described in Title XV Chapter 157 of the Code of Ordinances of the Village of East Dundee.

#### § 113.05 NONMOBILE VENDING UNIT REQUIREMENTS AND RESTRICTIONS.

In addition to the general restrictions and requirements found at § 113.03 hereof, the following requirements and restrictions shall apply to nonmobile vending units:

- (A) Annual vending unit licenses for nonmobile vending units shall be issued for one fixed location on private property. The fixed location for an annual vending unit license for a nonmobile vending unit must be located within a Manufacturing District within the Village, as described in Title XV Chapter 157 of the Code of Ordinances of the Village of East Dundee. Nonmobile vending units are strictly prohibited from vending in any other zoning district.
- (B) Temporary vending unit licenses for nonmobile vending units to operate on a fixed location on public property may be issued for Village recognized community events.

- (C) Prior to the issuance of a vending unit license, a nonmobile vending unit must obtain a lease agreement for the location to be licensed if the location is not owned by the vending unit license applicant.

§ 113.06 APPLICATION.

- (A) Application for a vending unit license shall be made upon a form provided by the office of the Village Clerk and filed with such. Said license shall be carried by the applicant while operating the vending unit and shall be displayed at all times in a place readily visible to all customers. The applicant shall truthfully state in full the information requested on the application:
  - (1) If the applicant is an individual or sole proprietorship, the application shall contain his or her name, date of birth, business name, if any, business and residence addresses and business and residence telephone numbers. If the applicant is a partnership or other non-corporate business entity, the application shall contain the business names, if any, address and telephone number of the partnership or other entity, and the names, dates of birth and residence addresses and residence telephone numbers of each partner or member thereof. If the applicant is a corporation, the application shall contain the name of the corporation and its address and telephone number and the names, residence addresses and residence telephone numbers of each officer and director thereof, and if a majority in interest of the stock of such corporation is owned by one person or his or her nominee or nominees, the application shall also contain the name, date of birth, residence address and residence telephone number of such person.
  - (2) Copy of current applicant's photo identification or driver's license;
  - (3) Description of the proposed vending unit operation;
  - (4) Proposed route for mobile vending unit (including location of commissary) or site plan of location for nonmobile vending units;
  - (5) The applicant's certificate of registration under the Illinois retailers' occupation tax act.
  - (6) Any vending unit operator shall be required to obtain a Food Handling Permit and Mobile Vending Unit Permit (if applicable) from the Kane County Health Department;
  - (7) A lease agreement for nonmobile vending units located on private property under the ownership of others; or proof of ownership of the private property.
  - (8) Certificate of insurance;
  - (9) Whether a vending unit license issued under this chapter has ever been revoked;



- (10) Whether the applicant has ever been convicted of a violation of any of the provisions of this chapter or the ordinance of any other Illinois municipality regulating the activities of vending unit operators;
  - (11) A sworn statement from the applicant and any person to be employed as a vending unit operator that he/she has not been convicted of the commission of a felony under the laws of the state of Illinois or any other state or federal law of the United States, within the previous five (5) years, and that he/she has not been convicted, at any time, of a crime requiring registration on any sex offender list or database or a felony involving drugs, the use of a firearm in the commission of an offense, or any violent felony; and
- (B) All statements made by the applicant upon the application or in connection therewith shall be under oath.
  - (C) Application fee as set forth in this Chapter.

§ 113.07 ISSUANCE OF LICENSE.

- (A) The office of the Village Clerk, after consideration of the application and all information obtained relative thereto, shall, within ten (10) business days of application, approve or deny the application. If the person does not possess the qualifications for such certificate, as herein required, and the issuance of a certificate of registration to the applicant would not be in accord with the intent and purpose of this chapter, then the office of the Village Clerk shall deny the application. Endorsement shall be made by the office of the Village Clerk upon the application of the denial of the application. If the applicant is found to be fully qualified, the certificate of registration shall be issued within five (5) business days of the application approval so long as the application fees have been fully paid. Any certificate of registration issued pursuant to this chapter shall expire one year after issuance.
- (B) The office of the Village Clerk shall cause to be kept an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all licenses issued under the provisions of this chapter and of the denial of applications.

§ 113.08 FEES.

Each applicant shall pay the application fees required in the fee and fine schedule.

§ 113.09 LICENSE RENEWAL.

In all subsequent years, the applicant must file a renewal application covering such vending unit. License renewals not received by January 1 shall be subject to the penalty contained within the

fee and fine schedule. License renewals not received by February 1 shall require a new application.

§ 113.10 LICENSE NONTRANSFERABLE.

The vending unit license issued hereunder shall not be transferable to any other person as defined herein.

§ 113.11 WAIVER OF LICENSE REQUIREMENT.

- (A) The Village Administrator may waive any and all requirements of this chapter for a temporary vending unit operating upon public property during a Village recognized community event or a temporary vending unit sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization.
- (B) The requirements of this chapter shall not apply to the Caboose Concession Stand owned by the Village of East Dundee.

§ 113.12 REVOCATION AND SUSPENSION.

Revocation and suspension of vending unit licenses shall be regulated by Section 110.12 of the Village Code.

**Section 2:** That Title III, Chapter 37, Section 37.01 of the Code of Ordinances of the

Village of East Dundee is hereby amended by adding the following to subpart R thereof:

*Vending Unit Licenses (Chapter 113).*

- (1) New Application: \$300.00
- (2) New Application Received June 30: \$150.00
- (3) Renewal: \$150.00
- (4) Renewal Application Received After January 1: \$150.00 plus \$10.00 per business day after January 1.

**Section 3:** This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2017 pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_  
 NAYS: \_\_\_\_\_  
 ABSENT: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2017.

---

Village President

*Attest:*

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Village Clerk

Published in pamphlet form:

\_\_\_\_\_, 2017