



# CITY OF DECATUR, ILLINOIS

#1 GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523-1196  
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## APPLICATION – TEMPORARY USE OF PUBLIC PROPERTY OR ROW PERMIT

Please fill in all requested information. In addition, attach a scaled drawing with dimensions of the existing public right of way or property area detailing the proposed size and placement of tables and chairs, fencing, shelving, displays, décor, or any other items to be part of the temporary use area. The drawing should include any existing obstructions or permanent street fixtures, either existing or proposed, within the proposed use area. The depiction of buildings should include any doors leading from the establishment or abutting buildings. The drawing should clearly detail the number of feet and location of unobstructed space permitting free passage of pedestrian traffic around and through the area, as well as social distancing separations. Application not considered complete until all required attachments are submitted.

Application Date:	
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Legal Name of Business:			
Doing Business As:			
Business Address:			
Do you have a Liquor License	<input type="checkbox"/> Yes <input type="checkbox"/> No	Business Phone:	
Owner's Name:		Owner's Phone:	
Owner's Email:			

Store Manager:		24-Hour Phone:	
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Hours of Operation	Indoor:	
	Outdoor:	

Expiration Date:	<b>December 31, 2023</b>
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Application By:	
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I understand I must keep a clear, unobstructed ADA compliant passage for pedestrian traffic on sidewalks or other passageway of 4 feet in width at all times.

Signature:	
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<b>-FOR OFFICE USE ONLY-</b>			
Received By:		Date:	
Approved By:		Date:	

**Note 1:** The fee is \$150.00 for the first 100 square feet of Café area plus \$1.00 per square foot for additional area.

**Attachments:**

- Scaled Drawing with Dimensions
- Certificate of Insurance (naming the City as an additional insured, coverage must include outdoor area permitted on public property)
- Indemnity and Hold Harmless Agreement
- Temporary Use of Public Rights of Way or Property Agreement
- Photographs Showing the Existing Condition of the Sidewalk
- Photographs of Proposed Fencing Products (if applicable)

# Temporary Use of Public Property Agreement

In consideration of the City of Decatur, an Illinois municipal corporation (“City”) agreeing to allow \_\_\_\_\_ (“Business”) to temporarily use public rights of way or property in their operations of the sale of food, beverages and/or other retail products. Business acknowledges and agrees to the following:

1. Any permit issued for the temporary use of public rights of way shall terminate no later than December 31, 2023.
2. That Business has reviewed and is familiar with the provisions of City Code Chapter 41, Section 12 (“Code”) <https://www.decaturl.gov/wp-content/uploads/2015/10/CHAPTER-41.pdf> and agrees to comply with the provisions in this Code unless specifically waived by the City Manager or Public Works Directors or their designee.
3. That patrons of Business must have access to indoor restrooms.
4. All beverages provided, served or consumed must be in a plastic, aluminum, paper or other unbreakable material cup or container.
5. In addition to the requirements set out in the Code, all debris must be removed by Business at the close of business each day.
6. In addition to the insurance requirements required in the Code, Business will provide an insurance policy, rider or other satisfactory proof, evidencing existence of the required insurance coverage for their use of public rights of way or public property in addition to Business premises.
7. In addition to requirements set out in the Code, all drawings, requests and use of public rights of way must be in compliance with State of Illinois rules, regulations and guidelines in effect on the date of this Agreement which can be found at <https://coronavirus.illinois.gov/s/> and must provide for all social distancing requirement in effect at all times.
8. That Business will comply with all requirements of the Macon County Health Department and the Illinois Department of Public Health required for its operation including, but not limited to, all social distancing requirements and the enforcement of the same.
9. If Business is utilizing public rights of way adjacent to driving areas, barricades or other similar obstruction shall be set out in its scaled drawing and provided and placed by the City or by the Business with City approval.
10. That Business acknowledges and agrees that the terms and conditions set forth in the Code and this Agreement are essential and that this Agreement is expressly conditioned, entered into and approved upon the above conditions and permit compliance and failure to do so shall be subject to any and all penalty provisions and procedures set forth in the City Code and Ordinances of the City, and any temporary permit issued as a result of this Agreement may be suspended or revoked following notice and opportunity to be heard, by the City Manager or designee.

11. That by signing this Agreement, the undersigned affirmatively states that they are the owner, operator or authorized agent of the Business and are authorized to sign, enter and bind Business to the terms set out.

CITY OF DECATUR, ILLINOIS

BUSINESS: \_\_\_\_\_

(Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

For and in consideration of the temporary use of City property as specified specifically in this Temporary Public Property Usage Application for the express purposes indicated therein, the sufficiency of which is hereby specifically acknowledged, Business agrees to indemnify and save and hold harmless the City, and its agents, officers, volunteers and employees from and against any and all costs, lawsuits, claims, losses, damages, liabilities, settlements and judgments or expenses that it may sustain, individually or collectively as a result of any suits, actions or claims of any character or type whatsoever brought on account of property damage and/or injury to, or death of any person or persons, including any employees, agents or volunteers of Business which may arise in connection with the use, maintenance or improvement of said City property by Business.

BUSINESS: \_\_\_\_\_

By: \_\_\_\_\_

(Must be authorized to enter into, bind and execute)

Title: \_\_\_\_\_

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