



# Village of Glenview Temporary Outdoor Dining Policy



The following temporary policy applies to all outdoor dining operations within the Village of Glenview through November 30, 2021.

## **A. Temporary accommodations to assist businesses during the COVID-19 pandemic**

1. *Abatement of Fees:* The Village has abated fees for the 2021 Outdoor Dining season.
2. *Operations guidance:* See the below reference materials applicable to operations during COVID-19:
  - a. CDC Considerations for Restaurants and Bars: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/business-employers/bars-restaurants.html>
  - b. National Restaurant Association Reopening Guidance: <https://restaurant.org/downloads/pdfs/business/covid19-reopen-guidance.pdf>
  - c. IDPH Food Service Guidance – [Website Link](#)
  - d. Outdoor Dining information and signage for Restaurants and Bars as part of Phase 4 of the Restore Illinois Plan can be found at the Illinois Department of Commerce and Economic Opportunity at the following link: <https://dceocovid19resources.com/restore-illinois/restore-illinois-phase-4/indoor-and-outdoor-dining/>
3. *Curbside pickup:* The Village will identify and provide signage for areas in Downtown Glenview and The Glen Town Center for curbside pickup near restaurants.
4. *Liquor:* In accordance with temporary State liquor provisions, the Village has allowed the sale of packaged liquor with the appropriate Liquor License. The 2021 liquor license fees were abated for 2021.
5. *Restaurant Inspection Fees:* The Village has abated inspection fees for 2021.
6. *Temporary requirements for new or expanded outdoor dining areas:* The following temporary requirements apply to any new or expanded outdoor dining areas for restaurants. **See Section C.**

## **B. Required submittals for Temporary Outdoor Dining Permit**

1. Complete and remit the Temporary Outdoor Dining Application form available on the Village website at the following URL: <https://www.glenview.il.us/Documents/CD-POutdoordiningapp.pdf>
2. The applicant for a temporary outdoor dining permit must submit a completed & signed Unconditional Agreement and Consent form. **See Exhibit 1.**

3. Provide one copy of a site plan (drawing, simple sketch, aerial with markups) noting the general location of tables and chairs and dimensions showing a minimum of 6' distance among them. Note the location of any fencing/barriers surrounding the outdoor dining area, if applicable. **See Exhibit 3.**
4. *Tents are optional* – If a tent is proposed, see the additional requirements below under Structures Outdoor Dining Guidance. **See Section C.**
5. *If the outdoor dining area is within a public sidewalk or parking spaces* –
  - a. The applicant must provide a policy of insurance that names the Village of Glenview as an additional insured, with minimum liability limits of \$3,000,000 for the general aggregate and \$1,000,000 for each occurrence. The insurance company issuing the policy of insurance naming the Village as an additional insured must have a Best rating of A 7.
  - b. Applicant must submit a signed hold harmless agreement. **See Exhibit 2.**
6. Other materials as deemed necessary by the Village to evaluate compliance with all applicable local, state, and federal laws, rules, and regulations, as amended.

Submit the above information and application via email to Michelle House, Senior Planner, at [mhouse@glenview.il.us](mailto:mhouse@glenview.il.us). For questions, please email or contact Michelle at (847) 904-4307.

### **C. Temporary guidance for all outdoor dining**

1. Restaurants may not expand outdoor dining in front of neighboring businesses without receiving written authorization from Village staff.
2. Parking requirements will be temporarily waived to allow outdoor dining in parking spaces upon written authorization from Village staff. Once Illinois' Northeast Region has reached Phase 5 of the State of Illinois *Restore Illinois* plan, the Village may require, at its sole discretion, removal of temporary outdoor dining areas, or any portion thereof, and that required parking be re-established. Use of outdoor dining in parking spaces will continue to be evaluated by Village staff in accordance with the latest State guidance for restaurants, and regulations concerning parking space use are subject to change.
3. Unless closed to vehicular traffic by written authorization from Village staff, streets may not be utilized for outdoor dining.
4. The permissible hours of operation shall be from 7:00 a.m.-11:00 p.m. Sunday through Thursday and from 7:00 a.m.-12:00 a.m. (midnight) on Friday and Saturday.
5. Driveways, drive aisles, drive-thrus or other means for traffic circulation may not be impeded or blocked without receiving written authorization from Village staff.
6. The Village reserves the right to make changes and adjustments to this Policy as necessary and without notice at any time in order to address issues that may arise.

#### *Social Distancing Requirements*

7. Outdoor dining must maintain proper social distancing with a minimum of six (6) feet between customer tables/chairs and/or other seating areas. Pedestrian walkways, waiting areas, and common aisles/corridors should be kept clear at all times and should be a minimum of 6.0 feet away from any tables and chairs. Each table may seat a maximum of ten (10) guests.
8. Signage noting required social distancing should be posted at the entrance to the outdoor dining area.
9. The temporary outdoor dining area shall be accessible to persons with disabilities and shall comply with all applicable federal, state, and Village laws, ordinances, regulations concerning accessibility and nondiscrimination in providing of services.
10. Restaurants should consider providing fencing and/or other methods of protecting their outdoor dining patrons. Additionally, the use of flowers or other decorative elements is encouraged.
11. Temporary barriers to safely delineate the seating area from an existing parking area do not require additional permitting so long as the temporary barriers do not pose a safety hazard to occupants or

traffic. Restaurants proposing to utilize on-street public parking spaces within a Village right-of-way (e.g. Glenview Road in the downtown and Tower Drive in The Glen Town Center) should contact Village staff to coordinate the installation of temporary barriers.

#### *Outdoor Speaker/Amplifier Requirements*

12. The use of outdoor speakers and/or amplifiers, outdoor live music, or similar uses are not permitted without prior special event approval through the Village Manager's Office. Additional information regarding special events can be found at the following URL:  
<https://www.glenview.il.us/Documents/Special%20Events%20Application.pdf>

#### *Utility Requirements*

13. Permanent plumbing, electrical, and lighting fixtures shall not be installed.
14. Any temporary lighting shall be directed in a manner to not impair visibility on nearby streets and not shine toward nearby residences.
15. Extension cords shall be maintained in good condition, be rated for the environment, not exceed 100 feet in length, and not be rated less than the ampacity of the portable appliance connected (IFC 604.5.3).
16. Extension cords shall be a grounding type plugged directly into an approved GFCI receptacle, power tap, or multi-plug adapter and shall serve only one portable appliance (IFC 604.5.1).
17. Cords shall be routed as to not present a trip or safety hazard and if run overhead shall be carried by a messenger wire or other approved method (NEC 400).
18. All cords and wiring must comply with National Electric Code (NEC 400).

#### *Health Recommendations*

19. Employees should wear face coverings over their nose and mouth at all times when within 6 feet of others.
20. Employers should provide hand washing capability or sanitizer to employees and customers.
21. Bar and restaurant employees should wash hands for 20 seconds every 30 minutes, upon arrival to work, prior to and during food preparation, when switching between tasks, before donning gloves to work with food or clean equipment and utensils, after using the restroom, after handling soiled dishes and utensils, when visibly soiled, after coughing, sneezing, using a tissue, touching face, after eating or drinking, after smoking or vaping, and after handling a cell phone.
22. Provide disposable menus to customers and make menus available digitally so that customers can view on a personal electronic device, if possible. If disposable menus cannot be provided, property disinfect menus before and after customer use.
23. Provide disposable or take-away containers for outdoor dining customers. If these cannot be provided, property disinfect all dinnerware before and after customer use.
24. Discontinue pre-setting tables with napkins, cutlery, glassware, food ware, etc. These should be supplied individually to customers as needed.
25. Suspend use of shared food items such as condiment bottles, salt and pepper shakers, etc. and provide these foods in single serve containers, if possible. Where not possible, shared items such as condiment bottles, shakers, etc. should be supplied as needed to customers and disinfected after each use.
26. Pre-roll utensils in napkins to use by customers. Employees must wash hands before pre-rolling utensils in napkins. The pre-roll should be stored in a clean container. After customers are seated the pre-rolled utensils should be put on a table by an employee who recently washed their hands.
27. Items should be delivered to tables on service trays to minimize hand contact wherever possible.
28. Tables should be immediately bussed/cleaned following a party leaving the table.
29. Restaurants are required to provide their own tables and chairs for use in their outdoor dining area.

30. Restaurants are required to maintain their outdoor dining area(s).
31. If practical, install permeable barriers (e.g. plexiglass) between the street and/or sidewalk traffic, between tables and in close-contact areas.
32. Customers should wait for services off premises, either outdoors while maintaining social distance of 6 feet with use of recommended face coverings or in their vehicles until accommodations are available.
33. Applicants allowing alcohol consumption must obtain the local liquor commissioner's approval to provide temporary outdoor service and comply with all directives issued by the local liquor commission or state liquor control authorities.
34. Outdoor dining shall comply with all guidance provided by health department, Centers for Disease Control (CDC), Illinois Department of Public Health, Illinois Department of Commerce and Economic Development (DCEO), and other official authorities as authorized and amended.
35. An adequate supply of soap, disinfectant, hand sanitizer, and paper towels must be available.
36. Gloves should be worn by staff preparing food per pre-COVID food handling protocols, such as handling ready to eat (RTE) foods.
37. Inspections of the outdoor dining areas are required. Outdoor dining patios will be conditionally approved until inspections are completed by Village staff. Village staff will provide an outdoor dining permit for display once an inspection is completed to verify safe social distancing between tables.
38. Failure to comply with the terms of the conditions of this Policy or any permit issued pursuant to this Policy shall provide the Village grounds to suspend or terminate a permit issued pursuant to this Policy, in addition to all other remedies available to the Village at law or in equity.



Tent with enclosed sides



Tent with two open sides

### *Structures*

Temporary outdoor structures, including tents and pods, are allowed on private property or upon the public right-of-way in accordance with the following regulations:

1. During Tier 1 restrictions restaurants are not permitted to have indoor dining which includes tents with greater than 2 sides enclosed. Once Tier 1 restrictions are lifted temporary outdoor structures are permitted to be fully enclosed provided a.) all parties are seated at least 6.0 feet apart including separations from common aisles; and b.) no party is comprised of more than ten (10) people.
2. Fully enclosed structures must post placards advising about increased risk of transmission within an enclosed space.
3. Temporary structures must be weighted/ballasted, anchored, or secured to the ground but cannot be anchored with any method that requires screwing, cutting, staking, or drilling into the public right-of-way or public sidewalks. The weight of any ballast shall be noted on the plans.
4. All structural materials should have a fire-resistant certification or flame certification showing material is fire-rated or noncombustible.

5. After any severe weather event (wind, snow, etc.) the structure should be inspected for unsafe conditions. Accumulated snow must be removed before occupancy of the structure.
6. Lighting within the proposed structure is suggested for safety of patrons and staff. Lighting is required at all exits.
7. All enclosed structures are required to have a minimum of two (2) exits on opposing ends of the structure. If the structure can hold more than 200 people, a minimum of three (3) exits are required. Exits are required to be a minimum of 36.0 inches wide. If the exits are not open the covering is required to be a flame resistant curtain or doors that swing out and away from the tent. Exits must be clearly marked and illuminated with a minimum of 1 foot-candle.

### *Heating Devices*

Heating devices are allowed, but must meet the following operational regulations:

8. The locations of heating equipment must be shown on site plans submitted with the permit application.
9. Within any structure/tent/canopy/membrane structure, only listed and labeled portable electric space heaters shall be used, plugged directly into an approved receptacle and shall not use an extension cord. Heaters shall also maintain proper clearances per the manufacturer (IFC 604.10.1–605.10.3). If a heating device requires new electrical wiring, the device it must be installed by a licensed electrical contractor who will first obtain an electrical permit from the Village. If an approved receptacle is not available extension cords may be reviewed on a case by case basis by the Inspectional Services Manager.
10. Portable outdoor gas-fired heating appliances are prohibited inside of a structure/tent/canopy/membrane structure, within 10 feet of a building, overhang, awning, umbrella, etc. The appliance shall not be located within 10 feet of an exit or exit discharge (IFC 603.4.2).
11. Heating appliances shall be installed and maintained per manufacturer’s instructions. The heating element or combustion chamber shall be permanently guarded to prevent accidental contact by persons or materials (IFC 603.5).
12. Heating equipment should be unplugged or disconnected for overnight storage and stored 10.0-feet or greater away from the building, and employees should be trained in proper installation of fuel tanks and in detecting leaks (if applicable).
13. The applicant shall maintain clearances between heaters and all other objects, including tent sides. Required minimum clearance distance depends on heating device; at least 10.0 feet is recommended if a greater clearance is not specified.



Propane Heater



Electric Heater

### *Electrical Devices & Extension Cords*

14. Extension cords shall be maintained in good condition, be rated for the environment, not exceed 100 feet in length, and not be rated less than the ampacity of the portable appliance connected (IFC 604.5.3).
15. Extension cords shall be a grounding type plugged directly into an approved GFCI receptacle, power tap, or multi-plug adapter and shall serve only one portable appliance (IFC 604.5.1).
16. Cords shall be routed as to not present a trip or safety hazard and if run overhead shall be carried by a messenger wire or other approved method (NEC 400).
17. All cords and wiring must comply with National Electric Code (NEC 400).
18. Applicants are permitted to utilize Village-owned street light poles to provide power to outdoor dining areas, if applicable.

### *Safety Considerations*

Follow these additional safety considerations to ensure responsible operations:

19. Enclosed areas with heating devices must have clearly marked entrances and exits.
20. Businesses must have sufficient fire extinguishers to cover indoor and outdoor spaces.
21. Restaurants should suspend service ahead of and during major weather events. The tent shall also be inspected following major weather events to ensure safety.
22. Public walkways as well as access to entrances and exits of enclosed spaces must be kept clear for snow removal. The tent location cannot block drive aisles or parking spaces unless approved as part of the permit but should allow for snow accumulation outside of any available parking spaces or drive aisles.
23. No open or exposed flames are permitted.

### **D. Temporary Protocols for Outdoor Dining on Public Property**

1. Sidewalks may be utilized for outdoor dining provided there is still means for an accessible route for pedestrian traffic that maintains a 6 foot social distance.
2. Businesses should encourage social distancing and enhance spacing at establishments by encouraging drive-thru, delivery, curbside pick-up, spacing of tables/stools, limiting party sizes and occupancy, avoiding self-service stations, restricting employee shared spaces, and rotating or staggering shifts, if feasible.

### **E. Temporary Protocols for Outdoor Dining on Private Property**

1. Restaurants may utilize their parking lot for outdoor dining and will be reviewed by staff on a case by case basis.
2. Restaurants that do not own their parking lot or other outdoor areas shall secure correspondence from the property owner or property manager granting permission to use the area for outdoor dining.
3. Restaurants within a strip mall, plaza shopping center or other multi-tenant space shall secure correspondence from the property manager or owner prior to expanding outdoor dining into common parking, pedestrian or greenspace areas.
4. Accessible parking spaces are required and access to/from those spaces shall not be impeded.

**Unconditional Agreement and Consent  
Temporary Outdoor Dining Permit**

TO: The Village of Glenview, Illinois (“**Village**”)

WHEREAS, \_\_\_\_\_ (“**Applicant**”) sought approval of a temporary outdoor dining area (“**Temporary Use**”) located at \_\_\_\_\_, Glenview, IL (“**Property**”);

WHEREAS, the permit dated \_\_\_\_\_, 2021, grants approval of such Temporary Use, subject to certain conditions (“**Permit**”); and

WHEREAS, the Applicant desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Permit.

NOW THEREFORE, the Applicant does hereby agree and covenant as follows:

1. the Applicant hereby unconditionally agrees to accept, consent to and abide by all terms, conditions, restrictions, and provisions of the Permit;
2. the Applicant acknowledges and agrees that the Village will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s approval of the Permit by the Applicant, and that the Village’s approval of any such request does not, and will not, in any way, be deemed to insure the Applicant against any damage or injury of any kind and at any time;
3. the Applicant acknowledges and has considered the possibility of penalties provided for noncompliance with Permit conditions, and agrees not to challenge any such penalties on the grounds of any procedural infirmity or any denial of any procedural right;
4. the Applicant agrees to and does hereby hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village’s approval of the Permit, including its conditions, (b) the procedures followed in connection with the approval of the Permit, and (c) the performance of the Applicant of its obligations under this Unconditional Agreement and Consent;
5. the Applicant does hereby, agree to pay all expenses incurred by the Village in defending itself with regard to any and all claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out of pocket expenses, such as attorneys’ and experts’ fees, and will also include the reasonable value of any services rendered by any employee of the Village.

APPLICANT

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SUBSCRIBED and SWORN to  
Before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021

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Notary Public

USE OF PROPERTY  
AND HOLD HARMLESS AGREEMENT

Whereas, the \_\_\_\_\_ (“Applicant”) desires to use the Village of Glenview’s (“Village”) property located at \_\_\_\_\_ (“Premises”) for a temporary outdoor dining area (“Temporary Use”).

Whereas, the Village agrees to allow the Applicant to use the Premises for the Temporary Use in consideration of the Applicant agreeing to assume all risk and liability pertaining to the Temporary Use.

Now therefore, the Applicant agrees as follows:

To the fullest extent permitted by law, the Applicant hereby indemnifies, defends, and holds harmless the Village 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, whether directly or indirectly arising from the Temporary Use or connected with an act or omission of the Applicant, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the Applicant, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Temporary Use, 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 of property, or intentional infliction of harm or violation of state and federal laws.

Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village 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 this Agreement or renewal thereof.

Without limiting the Applicant’s indemnification of the Village as provided above, the Applicant shall provide and maintain at its own expense for the Temporary Use the below listed policies of insurance or liability coverage covering the activities, services or operations relating to the Temporary Use. All such insurance of the Applicant and the insurance of the owners/operators shall be secured through a carrier(s) satisfactory to the Village. Satisfactory evidence of such insurance and any required endorsements, including the insurance required of the owners/operators, will be delivered to the Village Manager prior to commencement of the Temporary Use. The Village’s insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with a general aggregate of \$3,000,000 limit. The Village, its officials, employees, agents and volunteers shall be named as an additional insured on a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.

b. Liquor Liability: in an amount required by the Village of Glenview and on forms approved by the Village, written on a per occurrence basis for the sale of alcoholic beverages and require that any other party selling or serving alcoholic beverages during the Temporary Use shall provide Liquor Liability insurance in the same amount, all with the Village, its officials, employees, agents and volunteers named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.

All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village, its official, employees, agents and volunteers except with respect to the sole negligence of the Village.

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 it has full authority to execute this Use of Property and Hold Harmless Agreement on behalf of the Applicant.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

(Name of Applicant)

\_\_\_\_\_

Signature of Authorized Person

\_\_\_\_\_

Title

**Exhibit 3:** Example Site Plan

