



# Business License Application

Food Truck at 245 E Main Street

NAICS 722330, SIC 5963

Food > Vendor > Food Truck, \$75 Fee

Business License ID
Approval

## Business Entity Information

Legal Name of Business	
DBA "Doing Business As" Name	
Business Address	
Business Phone Number	
Type of Business	<input type="checkbox"/> Corporation, <input type="checkbox"/> Sole Proprietor, <input type="checkbox"/> Partnership, <input type="checkbox"/> Small Corporation, <input type="checkbox"/> LLC

## State and Federal ID Numbers

IDOR Account Number (formerly IBT #)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	An Illinois Department of Revenue Account ID # is required for businesses that conduct business in Illinois. ( <a href="http://tax.illinois.gov/Businesses/index.htm">http://tax.illinois.gov/Businesses/index.htm</a> > Business Registration)
Employer Identification Number	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	A Federal EIN is required for all business except Sole Proprietorships. ( <a href="http://www.irs.gov/businesses">www.irs.gov/businesses</a> > Employer ID Numbers). Sole proprietors should provide SSN <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> .

## Submittal Documents

- Please refer to RES 2018-2014 (attached) for regulations pertaining to the Mobile Vending License Agreement.
- Attach a Certificate of Insurance naming the Village of Roselle as additionally insured (See RES 2018-2014)
- Submit a copy of the DuPage County Health Department Mobile Vendor Permit for the food truck. Call DuPage County at 630.682.7400 to schedule inspections.

County Mobile Vendor Permit Number  Expiration Date

## Business Owner Information

## Business Manager Information

Name				Name			
Address				Address			
City				City			
State		Zip Code		State		Zip Code	
Business Phone				Business Phone			
Cell Phone				Cell Phone			
Email				Email			

Applicant		Signature		Date	
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**RESOLUTION NO. 2018-2014**

**A RESOLUTION APPROVING A MOBILE VENDING TRUCK  
LICENSE AGREEMENT FOR PUBLIC RIGHT-OF-WAY IN FRONT OF  
245 EAST MAIN STREET**

WHEREAS, the Corporate Authorities of the Village of Roselle, deem it appropriate to license a portion of the public right of way located on Main Street in front of 245 East Main Street (hereinafter referred to as "the Property") for use by mobile vending trucks; and,

WHEREAS, the Property refers to two parallel parking spaces on the south side of Main Street immediately adjacent to 245 East Main Street; and,

WHEREAS, the purpose of the license utilization is to complement the Roselare Brewery and Tap Room use at 245 East Main Street; and,

WHEREAS, the presence of mobile vending trucks is consistent with the Roselle Brewery and Tap Room Special Use Permit approved as Ordinance No. 2017-3912 on May 22, 2017; and,


WHEREAS, the License Agreement is one year in duration and eligible for renewal after the term has elapsed.

NOW THEREFORE, be it Resolved by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, that the Mayor is hereby authorized to sign, and the Village Clerk is hereby directed to attest to that certain License Agreement attached hereto and incorporated herein as if fully set forth as Exhibit 1.


AYES: Devitt, Trejo, Pileski, Pransky, Berkshire, Domke  
NAYS: None  
ABSENT: Maglio

ADOPTED this 22<sup>nd</sup> day of January, 2018.

VILLAGE OF ROSELLE:

  
\_\_\_\_\_  
Wayne D. Domke  
Mayor Pro-Tem, Village of Roselle

ATTEST:

  
\_\_\_\_\_  
Patricia E. Burns  
Clerk, Village of Roselle, Illinois

**MOBILE VENDING TRUCK LICENSE AGREEMENT  
FOR PARKING SPACES ON THE SOUTH SIDE OF MAIN STREET  
ADJACENT TO ROSELARE BREWERY**

This Agreement is made as of this 22<sup>nd</sup> day of January, 2018 by and between the Village of Roselle, Illinois, an Illinois non-home rule municipal corporation (the "Licensor"), and Pollyanna Brewing Company, hereinafter referred to as "the Operator" and hereinafter referred to as the "Licensee". From time to time, this Agreement may refer to the Village and Vendor individually as a "Party" or together as "Parties".

**Preambles**

**WHEREAS**, a portion of Main Street right-of-way lies directly north of 245 East Main Street as depicted in Exhibit "A" and is currently used as a public street under the control and jurisdiction of the Licensor (hereinafter referred to as "the Property"); and,

**WHEREAS**, the Operator has requested use of two parallel parking spaces on the south side of Main Street immediately adjacent to 245 East Main Street for the parking of one or two mobile food vending trucks as accessory uses to the Roselare Brewery at 245 East Main Street; and,

**WHEREAS**, the use of the parking spaces by Food Trucks will be restricted to the hours of 3:00pm to 10:00pm Tuesdays through Thursdays, noon to 11:00 pm on Fridays and Saturdays, and noon to 7:00pm on Sundays; and,

**WHEREAS**, the Licensee has agree to pay an annual \$1,000 license fee for the use of the spaces; and,

**WHEREAS**, the Operator has agreed to place traffic cones in front of and behind the mobile vending trucks, when they are present; and,

**WHEREAS**, the Operator has agreed to erect a temporary sign calling out a Food Truck Parking area when mobile vending trucks are present; and,

**WHEREAS**, the Operator has agreed to erect temporary no parking signs in the three parking spaces on the north side of Main Street across from the mobile vending truck parking area when mobile vending trucks are present; and,

**WHEREAS**, the Operator has agreed to work with mobile food vendors to locate generators and accessory equipment in a safe area that will not impact the flow of pedestrian, cyclist, or motor vehicle traffic; and,

**WHEREAS**, the Operator has agreed to coordinate with the Roselle Public Works Department and the Roselle Police Department on all matters related to signage, traffic cones, and appurtenances in the right-of-way and any and all other factors related to public safety in the license area ; and,

**WHEREAS**, based upon the specific location proposed, the Corporate

Authorities of the Village have agreed to issue a license to the Operator subject to the terms and conditions set forth in this Agreement; and

Now, therefore, in consideration of the mutual promises contained herein and of their good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals** The recitals contained in the foregoing Preamble are incorporated into this Agreement and made a part hereof, as representing the intent of the parties and as substantive provisions and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith and as material elements of this Agreement..

2. **Installation Allowed** Village of Roselle hereby grants a license to the Licensee upon the submission of proper permitting application documents and the insurance documents required in 3, to allow up to two mobile vendor trucks having the required Village permits, to be parked on the south side of Main Street adjacent to 245 East Main Street for the purpose of conducting business. Conducting business shall mean the active preparation and sale of food but not for the storage of the vehicle.

3. **Terms of Installation and Maintenance**

- a. The mobile vending trucks shall be maintained , operated and managed in conformance with the following requirements:
  - i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
  - ii. Business Automobile Liability: \$1,000, 000 combined single limit per accident for bodily injury and property damage.
  - iii. An Umbrella Insurance Policy in an amount not less than \$1,000, 000 per occurrence.
- b. The Licensee and its Vendors shall cause the Village, its officials, agents, employees and volunteers to be covered as additional insured as respects to: liability arising out of the Operator's work, including activities performed by or on behalf of the Operator; products and completed operations of the Operator; premises owned, leased or used by the Operator; or automobiles owned, leased, hired or borrowed by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
- c. The Operator's and Vendors insurance coverage shall be primary with respects to 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 the Operator's insurance and shall not contribute with it.

- d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- e. The Operator shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insured, and with original endorsements affecting coverage required by this Agreement. 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.
- f. Each insurance policy required by this Agreement 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.
- g. The Licensee shall assume liability for all injury to or death of any person or persons including employees of the Operator, any subcontractor, any supplier or any other person and assumes liability for all bodily injury and property damage sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Agreement.
- h. In the event of accidents of any kind (including injuries to the Operator's employees), which involve the general public, and/or private or public property, the Operator shall immediately notify the Village Administrator's Office and shall provide a full accounting of all details of the accident. The Operator shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
- i. The Operator shall provide proof of insurance as required by this section to the Village Administrator, or his designee, prior to commencement of operations under this Agreement. The Operator shall also provide the Village Administrator, or his designee, with any change in insurers' providing insurance required by this section. Copies of the vendors insurance binders shall be kept on the operator's premises and produced for examination and copying at the Villages request.

**4. Miscellaneous** The descriptive headings of the various sections or parts of this Agreement are for convenience only. They shall not affect the meaning or construction or be used in the interpretation of this Agreement or any of its provisions.

- a. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois and both the Village and the Operator agree to submit to the jurisdiction of the courts of Illinois any dispute regarding this Agreement. The exclusive venue for such purposes shall be the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.
- b. The Parties have had the opportunity to freely negotiate and cooperate in the drafting and preparation of this Agreement, and in any interpretation or construction of this Agreement or any word, clause or provision herein, the same shall not be construed against any Party on the basis that the Party was the drafter.
- c. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision or portion thereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
- d. This Agreement supersedes all prior agreements and understandings, both written and oral, of the Parties with respect to the subject matter hereof. This Agreement may be modified or amended only with the express written approval of both Parties dated subsequent to the date of this Agreement.
- e. This Agreement is not and shall not be binding upon either Party unless and until executed by both Parties. The Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
- f. Subject to the provisions regarding assignment, this Agreement shall be binding upon, and inure to the benefit of the successors-in-interest of the Parties.
- g. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto and accordingly shall be construed according to the fair meaning of its terms, and not against any Party.
- h. Nothing contained in this Agreement is intended to create, or shall be construed as creating, a partnership, joint venture or any similar relationship between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

VILLAGE OF ROSELLE

By: Wayne Domke  
Name: Wayne Domke  
Title: Mayor Pro-Tem

ATTEST:  
By: Patricia E Burns  
Name: Patricia E. Burns  
Title: Village Clerk

POLLYANNA BREWING COMPANY  
By: [Signature]  
Name: Klaus M. Weinger  
Title: CHIEF FINANCIAL OFFICER

ATTEST  
By: Karen R. Schetz  
Name: KAREN R. SCHEITZ  
Title: DEPUTY CLERK



EXHIBIT A

