



## Central Business District Outdoor Dining Guidelines and Application

### OUTDOOR DINING OVERVIEW

Outdoor dining areas may be present within the public right-of-way with license agreement approval or renewal from the City Commission. Outdoor dining areas which take shape within the public right-of-way are classified as a Sidewalk Café or a Street Patio.

**Sidewalk Cafes** are outdoor dining spaces which immediately connect to the host business' building and occupy a portion of the public sidewalk.

**Street Patios** are outdoor dining spaces which are located directly adjacent to the host business and are located within metered parking spaces.

Sidewalk Cafes and Street Patios are permitted from April 1<sup>st</sup> through October 31<sup>st</sup> each year.

### GENERAL REQUIREMENTS

1. Outdoor dining areas, especially street patios, must be constructed and installed such that they can be easily removed when needed. Host businesses must be able to remove the temporary structure within a 30-day notice, and some emergency instances may require faster removal.
2. Host businesses are responsible for all costs and labor associated with the disassembly and removal of their outdoor dining materials.
3. Host businesses are responsible for all maintenance duties and costs to keep the structure in good condition.
4. Street patios within metered spaces may occupy authorized spaces between the curb and vehicular travel lane, with a minimum buffer of at least 1 ft. from the edge of the travel lane as defined by the Engineering Division.
5. The City of Royal Oak reserves the right to reject or revoke outdoor dining requests.
6. Businesses seeking to serve alcoholic beverages outdoors must acquire approval from the State Liquor Control Commission prior to beginning outdoor services.
7. If your business has changed ownership since you last received license approval for a sidewalk café, you must apply as a New Application.

### DESIGN OF OUTDOOR DINING AREAS

1. The length of the sidewalk cafe or street patio is limited to the building width of the host business's building. The length may extend in front of adjacent businesses with voluntary submission of No Objection Affidavit.
2. Under no circumstances may a business create accessibility issues by allowing any electrical cords, wiring, or other tripping hazards to cross any portion of the public right-of-way or ingress/egress to the establishment.

3. Must maintain minimum horizontal clearance of 5 feet of walkable space between all obstructions and the proposed café railing including but not limited to, trees, tree grates, fire hydrants, benches, parking meters, and light posts.
4. Must maintain a minimum vertical clearance of 7 feet between the sidewalk and the bottom edge of canopies or table umbrellas or overhead electrical lines. The outer edge of table umbrellas must remain at least 6 inches inside the café railing. No objects may project beyond the café railing.
5. Street patios may incorporate built-in seating or planters within the railings/edges if the railing is structurally secure to allow for this use.

### STREET PATIO PLATFORMS

Street patios located within metered spaces require a structural foundation platform that rests on the street surface. Platforms for street patios must meet the following minimum requirements:

1. Street patio platforms should be constructed of high-quality, durable, non-reflective, and aesthetically pleasing materials.
2. The top of the street patio must be flush with the sidewalk and be laid out to maintain compliance with ADA guidelines
3. Platforms must be installed to allow for an 18-inch-wide drainage channel (gutter) adjacent to the curb to allow for proper stormwater drainage. Platform openings shall be covered with screening to prevent debris from collecting beneath the platform and shall be checked for debris blockage daily.
4. Wheel stops are required on any edge which interacts with adjacent parking spaces.
5. All walking surfaces should be non-slip and weather resilient to ensure safety and accessibility.
6. Platforms shall not be anchored into any roadway pavement, curb, or sidewalk.

### RAILINGS / EDGES

Sidewalk cafes and street patios must feature a continuous physical barrier which separates and protects pedestrians from the flow of traffic. Railings for all outdoor dining areas must meet the following minimum requirements:

1. Railings must be constructed of high-quality metal, wood, or other suitable material deemed acceptable by the Community Development Department. Fabric inserts, chain-link fences, or unconstructed lumber pieces are not permitted barrier types. Material not specifically manufactured for fencing or pedestrian control are not allowed (e.g. buckets, cinder blocks, stumps, food containers, planters, etc.).
2. Railing height shall be between thirty-six (36) and forty-two (42) inches in height measured from the sidewalk.
3. Sidewalk café railings must be held in place securely by base plates with 4 anchors in each plate threaded into expansion type anchors in the sidewalk.

- a. Railing anchors once established cannot be moved to new locations in the sidewalk. Any additional holes to those approved in the original Site Plan will constitute damage to the sidewalk/streetscape and must be repaired by the sidewalk café owner prior to the beginning of the next outdoor dining season.
- b. Following each season, the City shall inspect all sidewalk café spaces to determine sidewalk and streetscape damages.
4. Street patio railings must be held securely in place surrounding the base of the platform, with exception to edges kept free of blockage for foot traffic access to the patio. Street patio railing may not be secured to any portion of the sidewalk or curb.

#### VERTICAL ELEMENTS / OVERHEAD PROTECTION

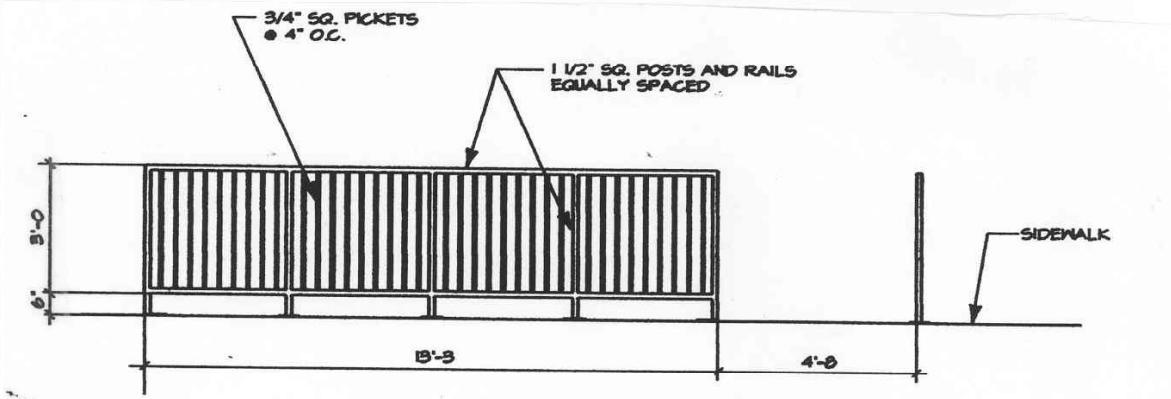
Overhead weather protection such as umbrellas or built-in structure features are encouraged. Any built-in features established must be done so with the intent of weather protection and must not fully enclose the temporary structure.

1. Vertical elements may not extend into the vehicular travel lane and must maintain a minimum clearance of 12-inches from the travel lane.
2. Vertical elements must maintain at least 7-foot vertical clearance for pedestrian traffic.
3. Vertical elements may not impede sight lines into neighboring establishments, pedestrian flow in the Outdoor Dining area, or pedestrian or vehicular traffic flow outside the Outdoor Dining area.

#### OUTDOOR FURNITURE

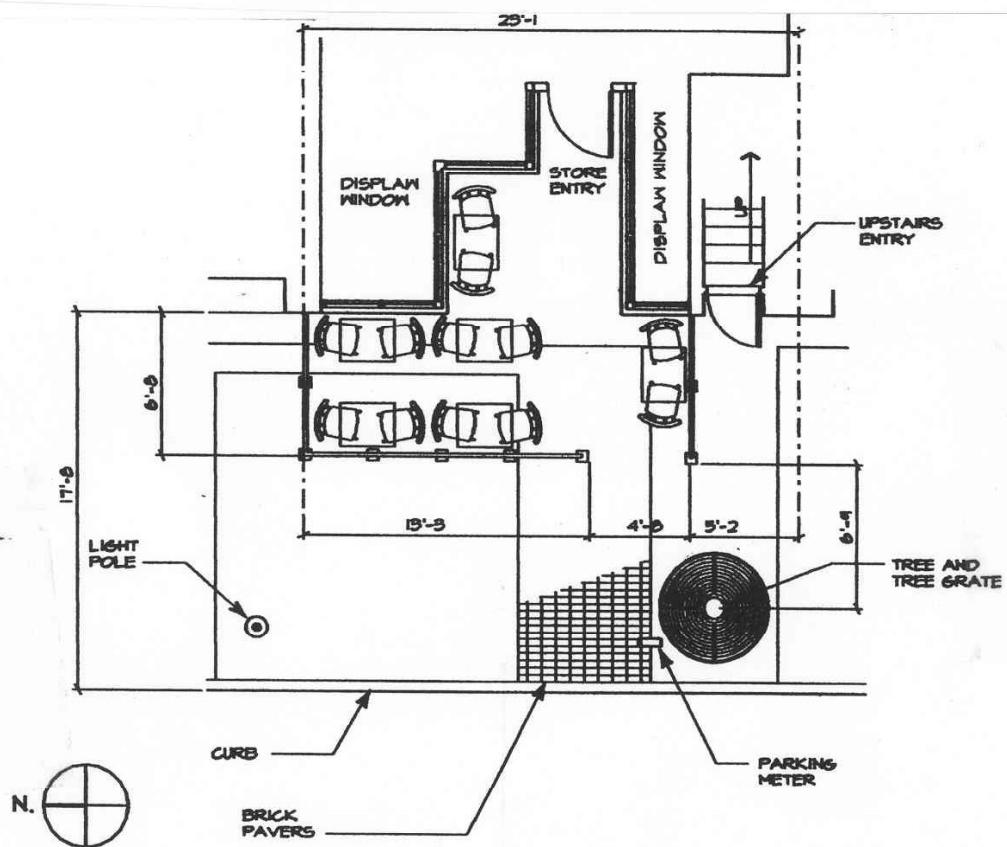
1. Outdoor dining area seating and tables may only be constructed primarily of metal, wood, or materials of comparable quality.
2. Street patios are encouraged to feature planters and other aesthetically appealing decorative features. Where planters are used only live vegetation is allowed and must be well-maintained by the host business.

# Sample Railing Elevation & Site Plan for Sidewalk Café



**FRONT RAILING ELEVATION**

$1/4" = 1'-0"$

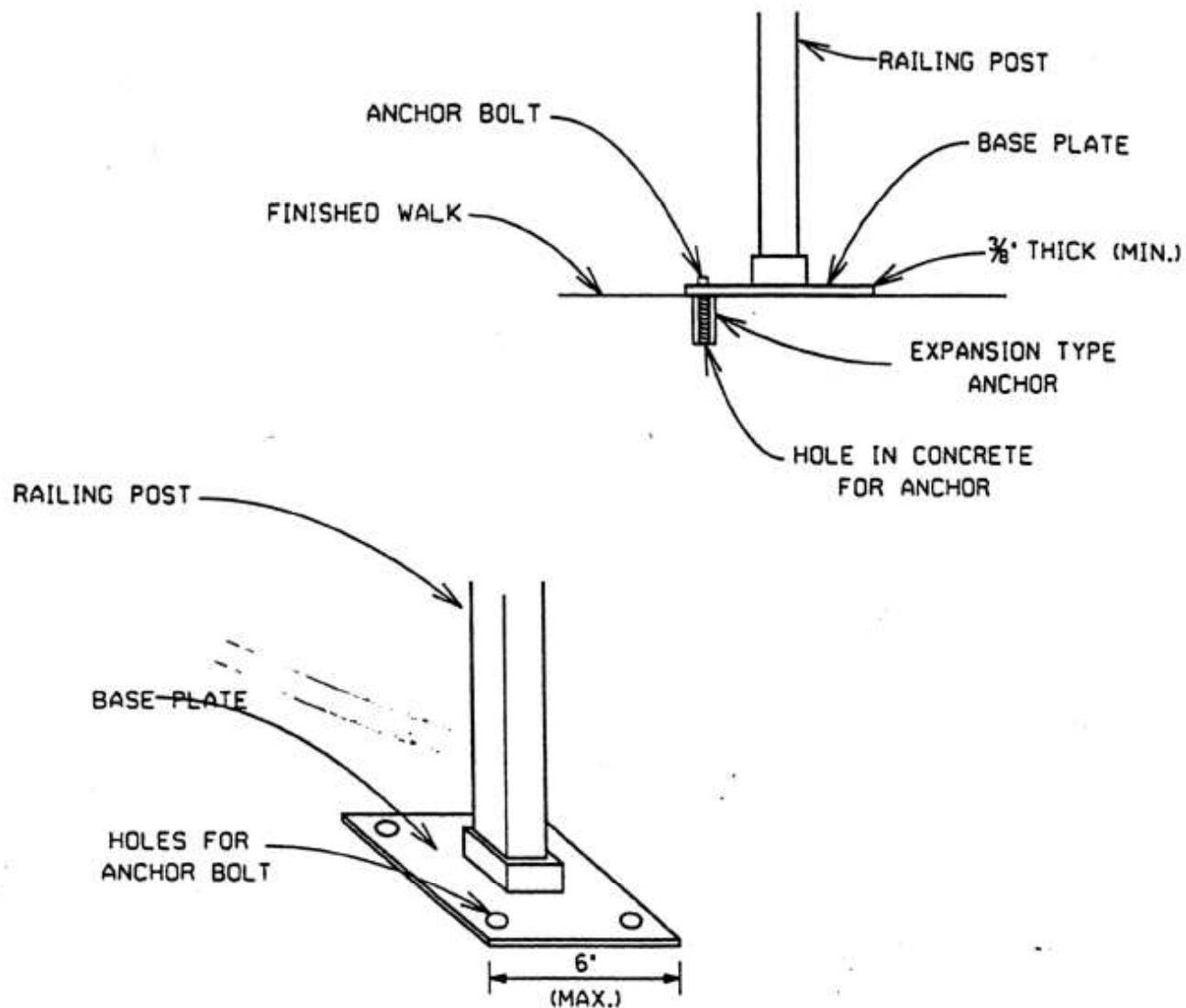


**MAIN STREET**

**CAFE PLAN**

$1/8" = 1'-0"$

## Required Railing Base Plate Anchoring Detail for Sidewalk Café





# EXAMPLE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
00/00/0000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Agent Name		CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):	
	Address		E-MAIL ADDRESS:			
	Telephone Number				INSURER(S) AFFORDING COVERAGE	
INSURED	Licensee's Name		INSURER A: Insurance company name			
	Address		INSURER B: As required			
			INSURER C: " "			
			INSURER D: " "			
			INSURER E: " "			
			INSURER F: " "			

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	Policy number	Effective date	Expiration date	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 2,000	
	<input type="checkbox"/>						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000	
\$		\$						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/>						\$	
	<input type="checkbox"/>						\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$	
	<input type="checkbox"/> CLAIMS-MADE						\$	
	<input type="checkbox"/> DED						\$	
	<input type="checkbox"/> RETENTION \$						\$	
	<input type="checkbox"/>						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	A				WC STATUTORY LIMITS	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT \$	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	
	<input type="checkbox"/>						\$	
	<input type="checkbox"/>						\$	
A	Liquor Liability			Policy number	Effective date	Expiration date	\$300,000.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Royal Oak, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are additional insureds. Coverage afforded is considered primary and any other insurance the City of Royal Oak may have in effect shall be considered secondary and/or excess.

### CERTIFICATE HOLDER

### CANCELLATION

City of Royal Oak City Engineer 203 S. Troy Street Royal Oak, MI 48067	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE	

**AFFIDAVIT**  
**OUTDOOR DINING – ADJACENT BUSINESS OWNER**

The undersigned,

**Joe Creative**

Applicant Name

**Joe's Creative Pub**

at **0000 S. Main**

Business Address

**Amy Neighbor**

Business Representative (Adjacent Business)

**Neighbors Custom Clothing**

at **0001 S. Main**

Business Name

Business Address

hereby acknowledge the following:

1. The Applicant, Joe Creative, owns the real property/business located at 0000 S. Main, Royal Oak, MI 48067, Parcel #25-00-000-0000.
2. The Applicant is proposing to install or conduct the use or activity depicted on the attached plan which will extend in front of my business or property at 0001 S. Main, Royal Oak, MI 48067.
3. I, Amy Neighbor, have no objection to the proposed use or activity occurring in front of my business or property.

This affidavit is freely and voluntarily given with full knowledge of the fact, on this 15 day of March 2022.

**Joe Creative**

Applicant Name

**Amy Neighbor**

Business Representative Name

*Amy Neighbor*

Business Representative Signature

--  
**STATE OF MICHIGAN**

)

**COUNTY OF OAKLAND**

)  
)

The foregoing Affidavit was acknowledged before me

this 15 day of March, 2022 by: *Amy Neighbor*.

*Jennifer Notaria*

, Notary Public

My Commission Expires: *April 1, 2026*

## Central Business District Outdoor Dining Application Checklist

- Completed Notarized Application
  - Separate Applications for each use are required
- Signed and Notarized License Agreement
- Completed Affidavits from neighboring businesses, if applicable
- Proof of liability insurance – Attach Certificate
  - Insurance must be for the entire time frame of the license, April 1<sup>st</sup> – October 31<sup>st</sup>
  - Minimum Requirements:
    - Commercial General Liability - \$1,000,000
    - If applicable, Liquor Coverage - \$300,000
    - Umbrella coverage of \$1,000,000 may also be used if the General Liability coverage is less than \$1,000,000.
    - Additional Insured **must** read as follows:  
**“City of Royal oak, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.”**
    - The cancellation notice on the certificate must read as follows:  
**“Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.”**
- Payment of prescribed fees
- Payment of Performance Bond – For all New Applicants
- Architect or Engineer Sealed Site Plan to scale:
  - Must include the entire area to be considered, including curb lines and building walls.
    - Sidewalk cafes must include between the building and the curb.
    - Street patios must include between the building and the vehicular traffic lines.
  - Must show all existing and proposed obstructions in the area.
    - Including trees, tree grates, fire hydrants, benches, parking meters, light posts, bus stops, driveways, etc.
    - Including the seat and table layout plan for the area. Each table and chair must be identified in the Site Plan.
  - Detailed elevations of the railing design must be shown, including information on fastening.
  - The building wall shall identify all doors, windows, and other openings, as well as, any building feature requiring emergency access.
  - Detailed stormwater drainage and management information for both beneath and atop any street patio platforms.
  - Material specification details must be listed for each required element.

**Community Development Department****City of Royal Oak**

203 South Troy Street

Royal Oak, Michigan 48067

(248) 246-3260

www.romi.gov/engineering

**APPLICATION FOR DOWNTOWN OUTDOOR DINING**

	New Application	Renewal Application <i>Existing - No Changes</i>	Renewal Application <i>Existing with Seating Changes</i>
<b>APPLICANT INFORMATION</b> <i>(Must be Licensee)</i>			
Applicant Name:		Title:	
Address:	Primary Phone:		
	Cell Phone:		
	Email Address:		
<b>BUSINESS INFORMATION</b>			
Business Name/DBA:			
Address:	Primary Phone:		
	Cell Phone:		
	Email Address:		
<b>PROPERTY OWNER INFORMATION</b>			<input type="checkbox"/> Same as Applicant
Owner Signature:		Owner Name:	
Address:	Primary Phone:		
	Cell Phone:		
	Email Address:		
<b>OUTDOOR DINING SPECIFICATIONS</b>			
<b>REQUESTED USE</b>		<b>PERMITTED ITEMS</b>	<b>NUMBER</b>
<input type="checkbox"/> Sidewalk Cafe <input type="checkbox"/> Street Patio:		<input type="checkbox"/> Chairs	
List all parking spaces by #:		<input type="checkbox"/> Tables	
		<input type="checkbox"/> Planters	
		<input type="checkbox"/> Umbrellas	
		<input type="checkbox"/> Other	
			Does your plan extend in front of other businesses? (This includes the uses of sidewalk and/or metered parking spaces)
			<input type="checkbox"/> Yes* <input type="checkbox"/> No
			<i>*Each property owner of impacted adjacent properties must submit an affidavit indicating no objections for your plan.</i>
			Others described:

Checking here indicates your business is interested in hosting outdoor dining operations during the winter season, between November 1 – March 31 (Annual reapplication still required, additional fees may apply). Signifying will prompt an appeal to the City Commission to allow such use.



I hereby represent and warrant that I am authorized to submit this application on behalf of the requesting business establishment, that I have had the opportunity to review all applicable laws, rules and procedures associated with my application, and that the information provided within this application is true and accurate to the best of my knowledge.

Signature	Printed Name	Date

**STATE OF MICHIGAN,  
COUNTY OF OAKLAND ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
the foregoing instrument was signed and sworn to before me by the above-named person.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

### FEES

Item:	Fee:	Required Payment:
New License – Serving Alcohol	\$750	\$
New License – Not Serving Alcohol	\$375	\$
Existing License – Serving Alcohol	\$600	\$
Existing License – Not Serving Alcohol	\$300	\$
Outdoor Dining Space ≥ 180 sq. ft.	\$30	\$
<b>Non-Refundable Application Fee Total</b>		\$
<b>Required One-Time Performance Bond*</b>		\$200

**Payment:** Payment must be made prior to the city's review, accepted in person, on the phone or via mail:

City of Royal Oak Treasurer's Office  
203 South Troy Street  
Royal Oak, MI 48067

**Street Patio applicants shall pay the following fee upon receiving approval from City Commission:**

Meter Space Fee April 1 - Oct 31 = 175 Days excluding Sundays and holidays	# of Spaces	# of Days	Cost per Day	Total Meter Fee
			\$25.00	\$

\* Performance Bonds due for only New applicants or applicants with depleted bond funds.

\* Separate Performance Bonds are required for each Sidewalk Café and each Street Patio.

## **LICENSE AGREEMENT**

THIS LICENSE, effective the 1st day of April, 2023. This License expires on October 31, 2023.

WITNESSETH:

That the **CITY OF ROYAL OAK**, a Michigan Municipal Corporation, 203 South Troy Street, Royal Oak, Michigan, hereinafter called the "Licensor", licenses and permits \_\_\_\_\_

(Business Name)/ \_\_\_\_\_ (Business Entity), hereinafter called the "Licensee", to make an encroachment into the sidewalk or metered parking spaces abutting \_\_\_\_\_, Royal Oak, Michigan, more particularly described as:

Parcel ID: \_\_\_\_\_

Said encroachment shall consist of a serving area for food and drink surrounded with fence railings located within the sidewalk for cafes, and a structural foundation platform that rests on the street surface for street patios (see Exhibit A). It is hereby understood and agreed that any construction on the public right-of-way shall be of a temporary nature only, and easily removable as hereinafter may be required. No structure of a permanent nature shall be erected within the public right-of-way.

This License is granted upon the following conditions, assent to which is signified by the signature/s of the Licensee/s:

1. This License shall be seasonal, from April 1 to October 31. The temporary constructed features such as railings surrounding the outdoor dining area and/or street patio platforms shall be removed at the end of each season.

2. A minimum clearance of five (5) feet for pedestrian traffic shall be maintained between the fence railings surrounding the outdoor dining area and all obstructions, including, but not limited to, curbs, parking meters, fire hydrants, street lamps, benches, planters, waste receptacles, trees, sign posts, traffic control devices, and any other streetscape elements. The railings shall align with and extend no further from the building wall than those of other outdoor dining areas on the same block.

The railings surrounding the outdoor dining area should be anchored in accordance with the uniform engineering anchoring system as promulgated by the Engineering Department of the City of Royal Oak and attached hereto as Exhibit B.

A minimum clearance of seven (7) feet shall be maintained between the sidewalk and the bottom edge of table umbrellas or awnings. The outer edge of table umbrellas or awnings must remain inside the railings. No objects shall project beyond the fence and/or other barricades or rail.

Signage or any other form of advertising is prohibited on any fence and/or other barricades or rail surrounding the outdoor dining area.

Establishments that allow smoking within an outdoor dining area shall provide fireproof containers to collect, extinguish and dispose of discarded cigarettes and cigars, in addition to providing ashtrays. Such containers and ashtrays shall be emptied on a regular basis.

**3. The Licensee agrees to repair and/or replace any damage to any portion of the sidewalk or streetscape as a result of the installation, maintenance and/or removal of the outdoor dining railing system or street platform. All costs for such repair or replacement, and all work performed, shall be the responsibility of the Licensee. The City Engineer shall have the sole discretion to determine when a sidewalk/streetscape is in need of repair or replacement. All required repairs must be complete before the beginning of the next season.**

4. The manner in which the outdoor dining area is encompassed shall be subject to prior approval and inspection by the Police and Engineering Departments.

5. The Licensor shall permit and agree to the use of alcohol only as permitted and/or licensed by the Michigan Liquor Control Commission in the area of and during the term of this License.

6. The Licensee shall furnish and do at the Licensee's own cost and expense any and all things herein permitted or that the Licensee is herein bound to do, including but not limited to any upkeep and maintenance of said sidewalk or streetscape.

The Licensee shall clean the entire area of encroachment and all other adjacent sidewalk areas by removing debris, trash, sweeping and washing down the area each day. The cleaning shall be conducted as frequently each day and as necessary to prevent debris or trash from being blown or scattered onto other properties. A thorough sweeping and cleaning shall be conducted at the close of business each day. The cleaning shall not be postponed until the beginning of the next business day.

Steam cleaning and/or degreasing agents shall be used to thoroughly clean the area of encroachment and all other affected adjacent sidewalk areas as needed. At a minimum, steam cleaning and/or degreasing agents shall be used within the first five (5) days of each month and upon the expiration of the seasonal license agreement.

Failure to comply with any provision of this Agreement shall result in a fine of two hundred dollars (\$200.00), payable to the City of Royal Oak within five (5) days of Notice of Non-compliance. Failure to pay the two hundred dollar (\$200.00) fine shall result in immediate termination of this Agreement. A second act of non-compliance within the license period shall result in immediate termination of the License Agreement upon Notice of the Second Act of Non-compliance. The Licensee may petition the City Commission for reinstatement of the License Agreement.

7. The Licensee agrees and undertakes to indemnify and save the Lessor harmless from any and all claims, demands and rights of action of every name, nature and description, whether arising under state or Federal statutes, or at common law, for injury or alleged injury to persons whether employees of the Lessor, or agents or employees of the Licensee or to third parties, and for damage or alleged damage to property regardless of to whom it may belong or in whose custody it may be, arising through, on account of, or out of the License herein granted, no matter how caused, whether by the negligence of the Lessor, its agents, employees or otherwise. The Licensee agrees that in case claim is made or suit instituted against the Lessor for such loss, injury or damage, including liability under a Dramshop claim, the Licensee will, upon notice from the Lessor, settle, adjust or defend the same at its sole cost and expense, without expense to the Lessor, and will pay any judgment rendered therein together with Court costs.

8. The City of Royal Oak shall be added as additional insured to Licensee's general liability insurance policy and shall provide the City with a copy of the Certificate of Insurance therefore prior to the April 15th opening each year. The additional insured endorsement supported by language on the certificate of insurance must read as follows:

**"City of Royal Oak, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers." Coverage afforded is considered primary and any other insurance the City of Royal Oak may have in effect shall be considered secondary and/or excess.**

The cancellation notice on the certificate of insurance **must** read as follows:

**"Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."**

The general liability insurance policy and the Certificate of Insurance must be effective for the duration of the seasonal license from April 1 through October 31 each year. It is the responsibility of the Licensee to provide a Certificate of Insurance for the license period of April 1 through October 31, to the Royal Oak City Treasurer as a condition precedent to the issuance of a License. The Licensee shall carry insurance coverage in the amount of three hundred thousand dollars (\$300,000.00) for liquor, one million dollars (\$1,000,000.00) for general and products liability. Umbrella coverage in the amount of one million dollars (\$1,000,000.00) may also be used if the general liability coverage is less than one million dollars (\$1,000,000.00). Furthermore, the Licensee agrees to reimburse the Licensor for any deductible costs or claims expenses arising from any claims or suits filed against the City.

9. The Licensee shall immediately cease operation or any use of the encroachment upon receipt of a Notice of Cancellation of insurance. Licensee shall not resume any use of the encroachment until presentation of a valid Certificate of Insurance and approval by the City Manager to resume use of the encroachment.

10. The Licensee agrees that the Licensor has the right to revoke and terminate this Agreement without just cause or other explanation of any sort being required. The Licensee shall immediately cease operation or any use of the encroachment upon written or oral notice by Licensor. Upon termination, Licensee shall restore the sidewalk to its original condition.

11. The Licensee understands and acknowledges that there are or may be utility easements in this public right-of-way. Licensee agrees that should any additions, repairs or corrections be required to be made to any utility located within said right-of-way, all costs or expenses concomitant with the removal and replacements associated with the encroachment shall be borne by the Licensee. It is further agreed and understood that the Licensor or its agents shall be allowed to make any and all emergency repairs to the utilities located upon or within such easement without being required to give notice to Licensee.

12. That in the event the Licensee sells, leases or relinquishes control of the business and/or property or any portion thereof, Licensee shall immediately notify the office of the City Manager and this License Agreement shall immediately terminate.

13. That the last call for service of food and drink shall be no later than 1:00 a.m. All patrons must vacate the outdoor dining area no later than 1:30 a.m.

14. For any Licensee who serves beer, wine, mixed drinks, or any type of alcoholic beverage, security personnel, staff supervision, or host shall be provided at the outdoor dining area during peak operating hours. For any Licensee who serves beer, wine, mixed drinks, or any type of alcoholic beverage, security personnel, staff supervision, or host shall be on duty no later than 6:00 p.m. and shall continue as long as food and drink are being served, or until all patrons have vacated the outdoor dining area. Security personnel, staff supervision or host shall be provided for, and conduct themselves consistent with all current Liquor Control Commission Rules and Regulations.

15. By executing/signing this Agreement the Licensee certifies that he/she is in full compliance with license requirements of the State of Michigan for outside sales of alcohol. (R436.1419).

16. There shall not be any live music on any outdoor dining area without prior approval of the City Commission.

17. That during the term of this License, the Licensee shall post a two-hundred-dollar (\$200.00) cash performance bond or such other amount as may be required by the City Engineer to assure full compliance with the term hereof. The bond may be applied to any outstanding fines or charges. The cash performance bond may be refunded thirty (30) days after the expiration of the license period, at the request of the Licensee, unless there is any pending action against the cash performance bond.

18. For any Licensee who serves beer, wine, mixed drinks, or any type of alcoholic beverage, the basic license fee each year for an area of one hundred eighty (180) square feet or less shall be seven hundred fifty dollars (\$750.00) for a first time applicant, and six hundred dollars (\$600.00) for the renewal of a previously approved Licensee. For all other types of businesses that do not serve beer, wine, mixed drinks or any other alcoholic beverage, the basic license fee each year for an area of one hundred eighty (180) square feet or less shall be three hundred seventy-five dollars (\$375.00) for a first time applicant, and three hundred dollars (\$300.00) for the renewal of a previously approved license. Any encroachment of greater

than one hundred eighty (180) square feet shall require payment of an additional thirty dollars (\$30.00) each year. The license fee shall be payable at the time of application for the License Agreement. For any Licensee which occupies a portion of the streetscape designated as metered parking spaces shall furnish a Meter Space Use Fee equal to twenty-five dollars (\$25.00) per day of occupancy for each space. The Meter Space Use Fee shall be payable at the time of License approval.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

WITNESSES:

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

WITNESSES:

CITY OF ROYAL OAK

\_\_\_\_\_  
Michael Fournier, Mayor

\_\_\_\_\_  
Melanie Halas, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**AFFIDAVIT**  
**OUTDOOR DINING – ADJACENT BUSINESS OWNER**

The undersigned,

Applicant Name , at Business Name Business Address  
Business Representative (Adjacent Business) , at Business Name Business Address

hereby acknowledge the following:

1. The Applicant, \_\_\_\_\_, owns the real property/business located at \_\_\_\_\_, Royal Oak, MI 48067, Parcel #25-\_\_\_\_\_.
2. The Applicant is proposing to install or conduct the use or activity depicted on the attached plan which will extend in front of my business or property at \_\_\_\_\_, Royal Oak, MI 48067.
3. I, \_\_\_\_\_, have no objection to the proposed use or activity occurring in front of my business or property.

This affidavit is freely and voluntarily given with full knowledge of the fact, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Applicant Name

Business Representative Name

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**Business Representative Signature**

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STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

The foregoing Affidavit was acknowledged before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by: \_\_\_\_\_

\_\_\_\_\_, Notary Public

My Commission Expires: