

TEMPORARY OUTDOOR DINING AGREEMENT

This Agreement constitutes a contract between _____ (“Owner”), the owner/operator of a restaurant located at _____, Livonia Michigan (the “Restaurant”) and the City of Livonia, Michigan (“City”) regarding a temporary permit for Owner to operate outdoor dining at the Restaurant.

WHEREAS, the City and the Restaurant, along with the dining and hospitality industry in general, find themselves in an emergency created by the novel coronavirus (COVID-19), a respiratory disease that can result in serious illness or death, can be spread from person to person, and has accounted for over 100,000 deaths in the United States of America over a period of a few months.

WHEREAS, on March 10, 2020, in response to the COVID-19 outbreak, Governor Gretchen Whitmer declared a state of emergency across the State of Michigan under Section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401 et seq., and the Emergency Powers of the Governor Act of 1945, 1945PA 302, as amended, MCL 10.31 et seq., and has continued the State of Emergency under Section 1 of Article 5 of the Michigan Constitution of 1963 and the Emergency Powers of the Governor Act of 1945, 1945PA 302, as amended, MCL 10.31 et seq.

WHEREAS, pursuant to various Executive Orders issued by the Governor, dine-in restaurants were ordered to be closed for dine-in business. These orders that were designed to prevent the spread of COVID-19 have put an enormous strain on local restaurants, their employees, and the public.

WHEREAS, the Mayor and City Council have formally declared and recognized the emergency pursuant to MCL 30.410, along with the threat it poses to the Restaurant and the local economy in general.

WHEREAS, as part of the City’s response to the emergency, the City has resolved to permit the Owner to temporarily operate an outdoor dining area upon the Owner’s execution of and compliance with this Agreement, acknowledging his/her/its acceptance of the terms hereof.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the respective parties do hereby enter into this Temporary Outdoor Dining Agreement upon the following terms and conditions:

- 1) The Owner shall submit an application for a permit from the City of Livonia Department of Inspection to temporarily add or expand an outdoor dining area (the “area”). The Director of the Department of Inspection (“Director”) or any of his/her duly authorized assistants, together with the City of Livonia Planning Department and Department of Public Safety, shall review the application to ensure compliance with the items set forth below and with any other applicable code or measure deemed necessary to ensure the health, safety and welfare of the public, including patrons and employees of the Restaurant and the community as a whole. The application shall be accompanied with plans and drawings as specified below, as well as the appropriate review and inspection fees. Upon review of an application, the Director shall determine whether to issue the required building, mechanical and occupancy permits for the proposed area. Authorization of an area, with or without an allowance for the sale of alcoholic beverages for consumption on the premises as may be approved by the Michigan Liquor Control Commission (MLCC), shall temporarily waive the requirements to seek waiver use approval as provided for under the City of Livonia Zoning Ordinance No. 543, as amended, and any and all

permits granted pursuant to this Agreement shall continue so long as an active Executive Order of the Governor imposes seating and distancing limitations on the Restaurant, but will automatically terminate no later than October 31, 2020.

- 2) The following standards for an area shall apply and the application for such use shall include the following information:
 - A) The location and size of the proposed area in relation to parking and traffic circulation, both on and off the premises, and to streets giving access to it. The layout shall be such that traffic to and from the Restaurant, and the assembly of persons in connection therewith, will not be hazardous or inconvenient nor unduly conflict with normal traffic flow. In applying this standard, the Director shall consider, among other things, convenient routes for pedestrian traffic, the relationship of the proposed area to main traffic thoroughfares, vehicular turning movements, and the location and access of off-street parking.
 - B) The location and size of the proposed area in relation to existing buildings, structures, or other features located on or off the premises, including paths of ingress and egress to such areas. The capacity for the outdoor dining shall not exceed one-half ($\frac{1}{2}$) of the allowable indoor seating pursuant to Executive Order.
 - C) Provisions for adequate lighting.
 - D) Provisions for adequate off-street parking.
 - E) The arrangement, location and spacing of the outdoor seating taking into consideration proper social distancing requirements.
 - F) The location of any temporary hostess stands, waitstaff stands, restrooms, and consumer gathering areas taking into consideration proper social distancing requirements.
 - G) The limits of an area shall be properly delineated using either a temporary structure (e.g., open-sided tent and/or canopy), or by other means such as temporary bollards, fencing, landscaping, etc.
 - H) Where a liquor license issued by the MLCC allows for the consumption of alcohol on the premises, the area shall be fully enclosed with temporary fencing as approved by the Director and shall be properly secured and equipped with gates or other approved openings to allow for emergency egress.
 - I) The consumption of all food and alcohol shall be restricted to within the building and the approved limits of the area.
 - J) The plans shall include adequate provisions for the collection and containment of all refuse.
 - K) Outdoor sound or video equipment, including televisions, live music, or entertainment, shall be prohibited in connection with an area allowed under this Agreement.

L) The Restaurant and the area shall promptly close no later than 10:00 p.m. and shall remain closed for business until no earlier than 8:00 a.m. the following morning. This resolution does not waive the City of Livonia noise ordinance.

M) Stormwater and natural drainage flow shall not be impeded.

N) Smoking in any part of the area is strictly prohibited.

3) This Agreement confers no vested rights or conforming use status and is revocable immediately upon the detection of any violation of law or MLCC regulation in connection with operations pursuant to this Agreement. Any investments made in pursuit of operations pursuant to this Agreement are made at the Owner's sole risk. This Agreement shall continue so long as an active Executive Order of the Governor imposes seating and distancing limitations on the Restaurant, but will automatically terminate no later than October 31, 2020.

Owner

Its _____

City of Livonia

Maureen Miller Brosnan, Mayor

Susan Nash, Clerk