

VILLAGE OF OXFORD
Building Services Department
22 West Burdick,
P.O. Box 94
Oxford, MI 48371-0094
248-628-2543
office@thevillageofoxford.org



OUTDOOR DINING APPLICATION

Check all that apply

- On Season Fee (April 15 - November 1) \$200.00
- Off Season Additional Fee (November 2 - April 14) \$200.00
(Special use approval is required)
- Platform Temporary Structure Permit \$85.00

Please Print

FACILITY INFORMATION

Name of Facility _____

Address _____

Date of Site Plan approval _____ Square footage of area to be used _____

Are any changes proposed to the Outdoor Dining facility from the previous year? _____
(If yes, sketch plan approval is required. Contact McKenna Associates at 248-596-0920 for additional information.)

Seating Capacity _____ Will liquor be served? _____

Are you operating on Public Property of any type? _____
(If yes, a special use approval and license agreement is required.)

Are you operating in an MDOT right-of-way, such as the sidewalk of M-24? _____
(If yes, MDOT approval is required.)

Will a platform be installed in conjunction with your outdoor dining? _____
(If yes, must complete the Platform Temporary Structure Permit.)

Will portable outdoor gas-fired heating appliances (patio type heaters) be used? _____
(If yes, please see attached fire code requirements)

Overall facility hours of operation _____

Outdoor dining hours of operation _____

APPLICANT INFORMATION

Applicant Name _____

Business Address (include city and zip code) _____

Phone _____ Fax _____ Email _____

PROPERTY OWNER INFORMATION / SIGNATURE

Name of Property Owner _____

Address (include city and zip code) _____

Phone _____ Fax _____ Email _____

SIGNATURE _____ **DATE** _____

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- **Application fee - \$200.00** (payable to the Village of Oxford)
 - **Off Season Additional Fee - \$200.00** (NOTE: Platforms are not allowed during the off-season.)
 - **Platform Temporary Structure Permit Fee** (if applicable) - **\$85.00**
 - **Layout of Area** (only if layout has changed from previous year or first time applicant)
 - **Insurance Certificate** (if using village property)
 - **Signed license agreement for use of village property** (if applicable)
(The monthly lease agreement fee is based on the fees determined by the City Assessor and Police Dept.)
 - **Review Fees** (to be determined based on application)
 - **Applicants wishing to operate on public property and/or during the winter months must submit a special use application, fees, and escrow deposit.**

Section 126-4.44

VILLAGE OF OXFORD
Development Services Department
22 West Burdick, P.O. Box 94, Oxford, MI
48371-0094
248-628-2543



**APPLICATION FOR TEMPORARY STRUCTURE PERMIT
OUTDOOR DINING PLATFORM**

Permit Fee \$85.00

A temporary structure permit is necessary for dining platform re-installations each year to insure building code safety and engineering department public property standards. This temporary structure permit is valid the current year and must be issued each year the dining platform is re-installed. A completed application along with the permit fee must be submitted to the Village Clerk's office with your **Application for Outdoor Dining**. The building department issues the temporary structure permit and will perform the required inspection when the outdoor dining platform is re-installed.

Please print clearly:

Name of Facility _____

Address _____

Applicant Name _____

Business Address (include city and zip code) _____

Phone _____ Cell _____

Signature of Applicant **Date**

Name of Property Owner _____

Address (include city and zip code) _____

Phone _____ Cell _____

Email _____

Signature of Property Owner **Date**

Building Department Approval **Date**

OUTDOOR CAFÉ LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this day of , 201 by and between the VILLAGE OF OXFORD, a municipal corporation of 22 West Burdick, P.O. Box 94, Oxford, Michigan hereinafter called "OXFORD" and _____, a Michigan Corporation, Oxford, Michigan, hereinafter called "LICENSEE".

WHEREAS, Licensee is a tenant of property located at____, described as Parcel #_____

WHEREAS, Licensee wishes to place tables and chairs immediately adjacent to its leased premises on property owned by the Village of Oxford, and

WHEREAS, the Oxford Planning Board has reviewed and approved a site plan for Licensee to permit the placement of tables and chairs in the front pursuant to Section _____of the Oxford City Code, and

WHEREAS, Oxford has determined that the_____tables and_____chairs will not interfere with the general public use of public property, and

WHEREAS, the parties intend by this License Agreement to license the placement of tables and chairs on public property under the terms and conditions provided herein.

IT IS THEREFORE AGREED as follows:

1. Oxford licenses and authorizes the Licensee to place____tables and____chairs in the public sidewalk at the location specified in a plan dated_____, which plan was approved by the Planning Board and is incorporated herein by reference. If the outdoor dining is in connection with a bistro operation, a bistro contract is required.
2. It is mutually acknowledged that this License Agreement is intended as a license to use public property regulated and controlled by Oxford, and Licensee must comply in all respects with the terms and conditions of the site plan approved_____, and with all procedures and other items set forth in the ordinances of Oxford.
3. To the fullest extent permitted by law, the Licensee agrees to defend, pay on behalf of, and hold harmless the Village of Oxford, its elected and appointed officials, all employees and volunteers working on behalf of the Village of Oxford, its boards, commissions, and\or authorities, including employees and volunteers thereof, against any claims, demands, suits, loss, including all costs and reasonable attorney fees connected therewith, for any damages which may be asserted or recovered against or from the village, its elected and appointed officials, all employees and volunteers working on behalf of the Village, its boards, commissions, and\or authorities, including employees and volunteers thereof, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected with this Agreement, including the operations, acts, errors or omissions of the Licensee in performing this License Agreement and any acts, errors or omissions by its officers, agents, employees, workmen or independent contractors, whether arising in whole or in part from such acts or omissions.
4. The Licensee, and each of its independent contractors, shall procure and maintain at all times during the duration of the Agreement, the following minimal available insurance coverage subject to the conditions indicated. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the Village of Oxford:
 - A. Workers' Compensation Insurance: Workers' Compensation Insurance, including Employer's Liability Insurance, in accordance with all acceptable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Commercial General Liability Insurance on an occurrence basis with the limits of liability of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for Combined Single Limit Personal Injury and Property Damage, and shall include Independent Contractor's Coverage and Broad Form General Liability coverages.
 - C. Liquor Liability Insurance (if liquor is to be served): Liquor Liability Insurance on an occurrence basis with limits of liability of not less than \$1,000,000 per occurrence. Such a policy shall include an endorsement to, or a notation on, the insurance certificate that extends coverage to include service outside of the licensed premises to all areas where alcohol is served or consumed.
 - D. Additional Insured: Commercial General Liability Insurance (and Liquor Liability Insurance, if applicable) shall name the Village of Oxford as additional insured for all activities connected with this Agreement and shall include an endorsement stating the following as: "Additional Insureds": The Village of Oxford,

all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insured, whether said other available coverage be primary, contributory or excess. The authorized representative of the insurance carrier acknowledges that it has read the insurance provisions of the agreement between the Village of Oxford and the insured."

- E. Cancellation Notice: Thirty (30) days advance written notice of cancellation, non-renewal, reduction of material change in coverage, will be provided to the Village of Oxford by the insurance carrier.
- F. Proof of Insurance: The Licensee shall provide the Village of Oxford certificates and/or policies as listed below:
 - i. Two (2) copies of Certificate of Insurance for coverages specified in A, B, C, D and E above;
 - ii. If so requested, certified copies of all policies mentioned above.
- 5. Licensee shall pay to Oxford a license fee of \$_____for each month April 1st to November 15th during which it places the tables and chairs on public property. Each month's fee shall be paid in advance no later than the 5th day of that month. The failure to pay timely may result in a late fee or revocation of this License Agreement. In addition, Licensee will be responsible for all real and personal property taxes that may result from this License Agreement.
- 6. Licensee shall be responsible for the upkeep and maintenance of the licensed area. Should any Village Property be damaged as a result of Licensee's outdoor dining activities, Licensee shall promptly make all necessary repairs at Licensee's sole expense. Licensee acknowledges that any private use of the public property not specifically authorized by this License Agreement is prohibited
- 7. Licensee shall maintain an unobstructed sidewalk width as required by the Planning Board.
- 8. Licensee shall cease outdoor activities at the close of business. Outdoor dining is not permitted past 12:00 AM. If the outdoor dining area is immediately adjacent to any single-family or multiple family residential district, all outdoor activity must cease at the close of business or 10:00 P.M., whichever is earlier.
- 9. If Licensee is seeking to install a platform at least partially located on a Village street or parking area, the following additional terms and conditions apply:
 - A. The Licensee acknowledges that the platform to be installed will disrupt the normal path of the Village street sweeper. The street sweeper will not be able to reach the street and gutter pan for an area of approximately 80 square feet on both sides of the platform. The Licensee will be responsible for sweeping this area by hand on a daily basis to match the upkeep of the rest of the street.
 - B. The Licensee acknowledges that the platform will make a portion of the gutter drainage system for the street inaccessible. At any time when an obstruction is present in the gutter drainage system underneath the platform such that standing water is resulting upstream of the platform, the Licensee shall employ whatever

means necessary to move the obstruction to restore the operation of the drainage system. Should the Licensee fail to do so, the Village shall notify the Licensee of his/her need to address this matter within 24 hours in writing. If Licensee continues not to respond or if the License fails to remove the obstruction, the Village shall have the right to direct Village labor and equipment needed to resolve the matter, with all costs (plus 15% administration fee) being invoiced to the Licensee.

- C. The Licensee acknowledges that the platform will be partially placed on a Village street. At some time in the future, the Village will need to schedule the street for repaving. In order to get competitive bids for this work, the Village must allow its contractor the option to schedule the work over a period of as much as three months. The Village Engineer agrees to notify the Licensee prior to the paving season (which coincides with the period of time the platform would be in place) when such work is planned on the relevant street. The Licensee agrees to defer installation of the platform until after the street paving is complete, and authorization to do so has been received by the Village Engineer.
 - D. The Licensee acknowledges that the platform will be partially placed on a Village sidewalk. At some time in the future, the Village will be in the immediate area repairing Village sidewalks to ensure the safety of the public. Inspections of sidewalks can generally occur when the platforms are not present, but repairs need to occur during the paving season, (which may coincide with the period of time the platform would be in place). If the Engineering Dept. determines that there are sidewalk repairs needed in the area of the platform, and such repairs cannot be done in conjunction with the standard sidewalk repair contractor (who would be working in the area later in the season, the Licensee shall be put on notice that the sidewalk repairs shall be conducted and completed by the Licensee at their own expense prior to installation of the platform for that season. Once a sidewalk permit has been issued by the Engineering Dept., and the work has been completed with its supervision, the platform erection may begin.
 - E. The Licensee acknowledges that the Village is responsible for maintenance of the existing utility system that is under and adjacent to the subject platform area. It is possible that an emergency may arise that will require excavation under or near the area of the platform with short notice. Removal may also be necessitated if an excavation will cause nearby lanes of the road to be closed, which would then require the diversion of traffic in the area of the platform. The Licensee must be prepared to remove all or parts of the platform with 24 hours notice in the case of an emergency.
 - F. The Licensee must be prepared to remove the platform with 24 hours notice if requested by the Village when deemed necessary when the health, safety, and welfare of the public will be potentially jeopardized.
 - G. Upon removal of Licensee's platform, Licensee shall repair any Village property damaged as a result of the installation, use or removal of the platform. All repairs shall be made at Licensee's sole expense.
10. In addition to any remedies set forth above, the Village may revoke this License Agreement and remove the outdoor dining furniture and dining platform, if any, at Licensee's cost, for failure to abide by the terms and conditions of this License Agreement. The Village does hereby authorize the Village Manager or his designee to

exercise this power to revoke this License Agreement without further action by the Village Commission. Any and all costs incurred by the Village, including, but not limited to, removal of the dining furniture and/or platform, disposal, staff time and actual attorney fees, shall be paid by the Licensee. In the event such costs are not paid as provided by Oxford Village Code Section 1-14, then they may be transferred to the tax rolls in accordance with said Section of the Code.

11. The term of this License Agreement shall be for one (1) year provided. However, Oxford may revoke and terminate this License Agreement at any time it determines that Licensee has violated any of the conditions of this License Agreement, the site plan, any special land use permit, bistro contract, or any ordinance of the Village of Oxford.

12. This License Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties execute this Agreement.

VILLAGE OF OXFORD,
a municipal corporation

LICENSEE:

Village Clerk

Print corporation name below:

Print name: _____

Updated 01/10/2011

PORTABLE OUTDOOR GAS-FIRED HEATING APPLIANCES

International Fire Code – Section 603.4.2

1. **Prohibited locations.** The storage or use of portable outdoor gas-fired heating appliances is prohibited in any of the following locations:
 - Inside of any occupancy when connected to the fuel gas container.
 - Inside of tents, canopies and membrane structures.
 - On exterior balconies

Exception: As allowed in Section 6.19 of NFPA 58
2. **Clearance to buildings.** Portable outdoor gas-fired heating appliances shall be located at least 5 ft. from buildings.
3. **Clearance to combustible materials.** Portable outdoor gas-fired heating appliances shall not be located beneath, or closer than 5 ft. to combustible decorations and combustible overhangs, awnings, sunshades or similar combustible attachments to buildings.
4. **Proximity to exits.** Portable outdoor gas-fired heating appliances shall not be located within 5 ft. of exits or exit discharges.
5. **Listing and approval.** Only listed and approved portable outdoor gas-fired heating appliances utilizing a fuel gas container that is integral to the appliance shall be used.
6. **Installation and maintenance.** Portable outdoor gas-fired heating appliances shall be installed and maintained in accordance with the manufacturer's instructions.
7. **Tip-over switch.** Portable outdoor gas-fired heating appliances shall be equipped with a tilt or tip-over switch that automatically shuts off the flow of gas if the appliance is tilted more than 15 degrees from the vertical.
8. **Guard against contact.** The heating element or combustion chamber of portable outdoor gas-fired heating appliances shall be permanently guarded so as to prevent accidental contact by persons or material.
9. **Approved containers.** Only approved DOTn or ASME gas containers shall be used.
10. **Container replacement.** Replacement of fuel gas containers in portable outdoor gas-fired heating appliances shall not be conducted while the public is present.
11. **Container capacity.** The maximum individual capacity of containers used in connection with portable outdoor gas-fired heating appliances shall not exceed 20 pounds.
12. **Indoor storage prohibited.** Gas containers shall not be stored inside of buildings.
13. **Discontinuing operation of unsafe heating appliances.** The fire code official is authorized to order that measures be taken to prevent the operation of any existing heat producing device or appliance found to be defective or in violation of code requirements for existing appliances after giving notice to this effect to any person, owner, firm or agent or operator in charge of the same. The fire code official is authorized to take measures to prevent the operation of any device or appliance without notice when inspection shows the existence of an immediate fire hazard or when imperiling human life. The defective device shall remain withdrawn from service until all necessary repairs or alterations have been made.

