City Council Agenda Item Report

FROM: Luke Thompson – Director of Planning and Zoning

MEETING DATE: 7/28/2025

SUBJECT: Revocable License Agreement for Seating in Right of Way – 322 Culver St

DESCRIPTION:
Scooters Café and Pizzeria has requested an updated Revocable License Agreement due to a change in ownership. The original agreement, approved on February 29, 2025, authorized the placement of four tables and sixteen chairs on the public sidewalk adjacent to the property. Aside from the change in ownership, no modifications to the original terms are being proposed.

Attached is the updated Revocable License Agreement reflecting the new ownership information.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
The City Attorney reviewed revocable license agreement language for restaurant seating in the public right of way.

SAMPLE MOTION:
Motion to approve the Revocable License Agreement for temporary restaurant seating in the public right-of-way for JW Pizza LLC

REVOCABLE LICENSE AGREEMENT

FOR RESTAURANT SEATING IN THE PUBLIC RIGHT OF WAY

THIS AGREEMENT is made this __ day of _____, 2025, by and between the CITY OF SAUGATUCK, (hereinafter "City") a municipal corporation located in Allegan County, Michigan; and JW Pizza LLC (hereinafter "Licensee").

Recitals

A. Licensee has leasehold interest in real property located at 322 Culver St, in the City of Saugatuck, further described as PP No. 03-57-300-195-00. A restaurant is operated on the property.

B. Licensee desires to place 2 tables (of a size to seat two persons), 2 tables (of a size to seat four persons), and 16 chairs on the public sidewalk adjoining the property, to be utilized in conjunction with the restaurant.

C. The public sidewalk and street are under the control and jurisdiction of the City and the City is amenable to granting a revocable license to Licensee for the purposes described herein, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

Agreement

1. The parties affirm that the recitals set forth above are correct, form an integral part of this Agreement and are incorporated by reference.

2. The City grants to the Licensee, and the Licensee accepts from the City, a non-exclusive, revocable license to place and utilize the number of tables and chairs set forth above within and on the public sidewalk and street directly adjacent to the Licensee's property, in the precise location shown on the attached sketch plan, marked as Exhibit A (the "Licensed Premises") subject to the terms and conditions of this Agreement. Without limiting the foregoing, the placement and use of the seating and tables shall not obstruct or interfere with a five (5) foot wide path on the improved sidewalk, which path shall be continuously maintained for pedestrian travel.

3. The Licensee acknowledges and agrees that Licensee has inspected the Licensed Premises and has determined such premises to be in a satisfactory condition and that the Licensee's entry upon and use of the Licensed Premises constitutes acceptance of the Licensed Premises on an "as is" basis. The City makes no representations or warranties as to the condition of the public right-of-way, the suitability of the use of the Licensed Premises proposed by Licensee, or any physical or other condition. The City will have no liability or responsibility for upkeep, maintenance, or any other action with regard to personal property located on the Licensed Premises or the Licensed

Premises as a result of this Agreement. Licensee will comply with all applicable ordinances, laws, and regulations governing the same and will keep personal property placed thereon in neat and clean condition, reasonable wear and tear excepted.

4. This Agreement is subject, without limitation, to the following general restrictions:

   A. The use of the personal property on the Licensed Premises shall not be conducted in such a way as to become a public nuisance; and Licensee's use of the Licensed Premises shall not interfere with traffic or circulation on any adjoining streets, alleys, sidewalks or public open-space areas.

   B. The Licensee is responsible for maintaining, in a clean and safe condition, the personal property as well as the Licensed Premises.

   C. The personal property shall only be located in that area expressly designated on Exhibit A.

5. This Agreement shall not authorize the use or placement of any other personal property within or on the Licensed Premises, including, but not limited, to signage, fencing, trash cans, service stations, or features except those items referenced in Recital B above.

6. The Licensee shall hold the City and its officers, employees, and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceedings instituted against any of them, directly or indirectly, arising from the use or placement of the tables and chairs within and on the public sidewalks or from the City's permitting the Licensee to install and maintain such encroachment, regardless of whether the Licensee or any of its officers, employees, or agents are negligent. The obligations of the Licensee under this paragraph shall survive the termination of this Agreement for a period of three years.

7. The license granted by this Agreement shall expire on November 1, 2030. Notwithstanding the foregoing, the license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee 15 days written notice of intent to revoke. Upon written notice to Licensee, mailed by regular mail to the Licensee at the property Licensee's address of record (PO Box 153, Saugatuck, MI 49453), Licensee shall forthwith remove the tables, chairs, lighting, planters, and barriers from within the City right-of-way. In the event the license is revoked, neither Licensee nor its successors or assigns shall be entitled to any compensation.

8. Any food service shall conform to applicable local, county, state, and federal laws, regulations, licensing requirements, and standards, subject to any limits imposed in this license.

9. The Licensee shall obtain, continuously maintain for the duration of this Agreement, and provide the City prior to execution of this Agreement, and from time to time thereafter, with proof acceptable to the City Manager of commercial general liability insurance coverage, naming the City as an additional insured party. Such insurance shall have an initial limit of $1,000,000 per occurrence and $2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the encroachment of the tables and chairs into the Licensed Premises or other public right-of-way, regardless of whether the Licensee or any of its officers, employees, or agents are negligent in any manner. The certificate of insurance must contain an unqualified guarantee that the City will be provided with 30 days prior written notice of cancellation, termination, non-renewal, or material change in coverage of the insurance policy provided. If the Licensee fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same to the Licensee, which costs the Licensee agrees to promptly pay.

10. In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Licensee or its invitees or employees and located on the Licensed Premises, which are caused by fire, theft, loss, vandalism or other casualty.

11. The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing.

12. Licensee acknowledges and agrees that the City is the owner of the Licensed Premises, that the license granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Licensee's use under this license may not interfere with the public's rights to the reasonable use of the Licensed Premises. Licensee further acknowledges that its use of the Licensed Premises does not constitute any title, claim of right, or other interest in the Licensed Premises.

13. Violations of a term of this Agreement by Licensee shall result in the suspension of Licensee’s rights hereunder with 24-hour notice to Licensee.

14. This license is personal with the Licensee and does not run with the land. This license shall not be assigned or transferred in any manner by the Licensee to any other person or business entity. The City, in its sole discretion, may authorize the assignment or transfer of this license to a third party by amendment to this Agreement or by a separate license agreement.

In witness whereof, the parties have caused this Agreement to be executed on the date first set forth above.

CITY OF SAUGATUCK, a municipal corporation

By: _____

_____

Its: _____

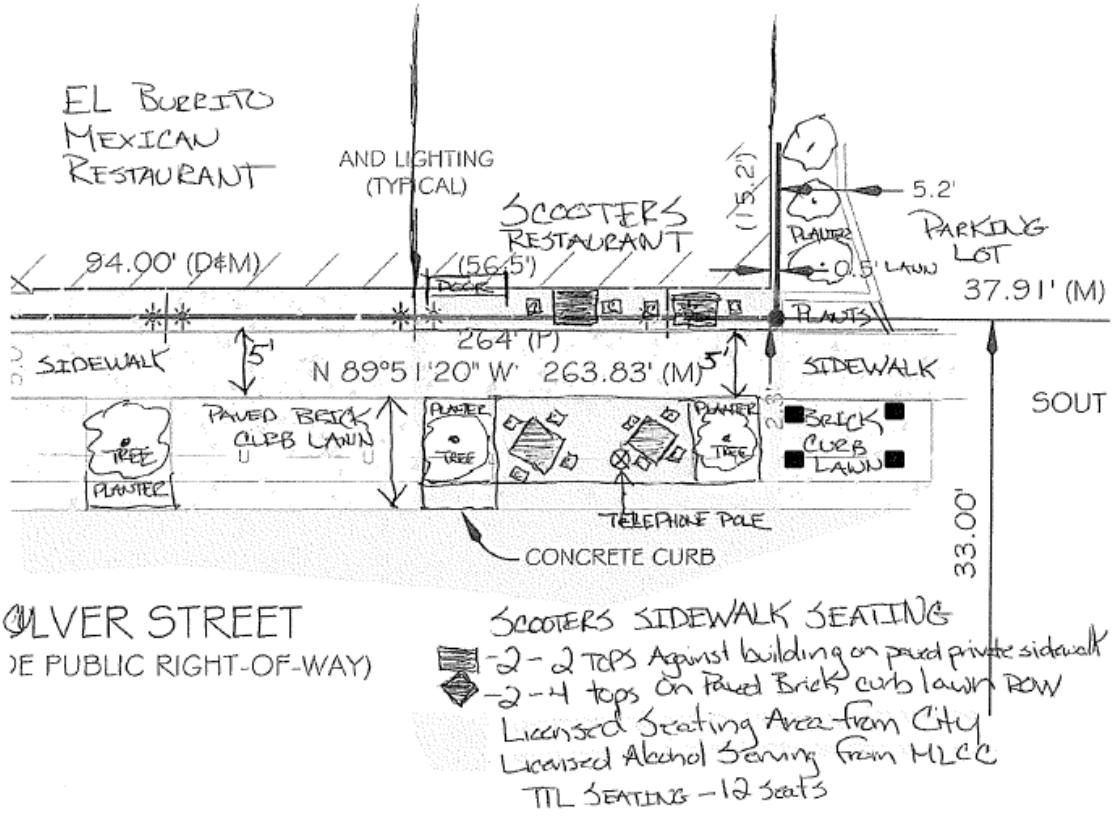
JW PIZZA LLC

By: _____

_____

Its: _____

EXHIBIT A


EL BURRITO MEXICAN RESTAURANT
AND LIGHTING (TYPICAL)
SCOOTERS RESTAURANT
(15.2')
5.2'
PARKING LOT
PLANTER
0.5' LAWN
94.00' (D&M)
(56.5')
DOOR
37.91' (M)
PLANTS
264' (P)
SIDEWALK
5'
N 89°51'20" W 263.83' (M)
5'
SIDEWALK
SOUT
PAVED BRICK CURB LAWN
PLANTER
TREE
PLANTER
TREE
PLANTER
TREE
BRICK CURB LAWN
TELEPHONE POLE
CONCRETE CURB
33.00'
LVER STREET
E PUBLIC RIGHT-OF-WAY)
SCOOTERS SIDEWALK SEATING
-2 - 2 TOPS Against building on paved private sidewalk
-2 - 4 tops On Paved Brick curb lawn ROW
Licensed Seating Area from City
Licensed Alcohol Serving from MLCC
TTL SEATING - 12 Seats