

Streatery Extension of Premises

Fee: Waived

Class A: Beer, Liquor, Cider

Class B: Beer, Liquor,

Class C Wine

City of Madison Clerk

210 MLK Jr Blvd, Room 103

Madison, WI 53703

licensing@cityofmadison.com

608-266-4601

(Agenda Item Number)

(Legistar file number)

(License number)

(Alder District #)

(Police Sector)

Office Use Only

Streatery extension of premises is available only to those restaurants whose sale of alcohol beverages are 50% or less of the establishment's gross receipts. Application must be submitted to the Clerk's office. Staff will review the application and if it is complete and approved by Zoning and/or the street vending coordinator, provisionally approve and forward to the Alcohol License Review Committee for final approval recommendation. Any licensed establishment applying to extend their premises onto City property must provide a certificate of insurance for liquor liability including a separate additional insured endorsement naming the City of Madison with this application.

Are you requesting this temporary extension of licensed premises, in compliance with Emergency Order Resolution Legistar #60695 (Madison Streatery Program), adopted by the Common Council on June 2, 2020?: Yes No

Required detailed floor plans of extension area **included**: Yes

Required approval of expanded eating area obtained from Street Vending Coordinator or Zoning Administrator **included**: Yes, date approved: 7/8/20

Street Occupancy Permit obtained from Traffic Engineering: Yes No N/A

Does lease/deed cover area request for temporary extension?: Yes No

If no, **must attach** letter from landlord or property owner authorizing use of the property.

Licensed Premises Information

This application modifies existing alcohol license number: LIC1B-2019-00643

Business dba Name: Heritage Tavern

Licensed Address: 131 E. Mifflin St. Madison, WI 53703

Liquor/Beer Agent Name: Daniel Fox

35 % Alcohol, 65 % Food, ___ % Other Alder, District #: 4 Police Sector: Central District

Corporate Information

Business Legal Name (as on WI State Sellers Permit): Fox and Bird LLC

Business Mailing Address: 895 19th St. Prairie du Sac, WI 53578

Business Contact Name, Position: Amanda Fox, Operations

Business Phone: 608-283-9502 Business Email: amanda@heritagetavern.com

-Continue on Back-

Extension Details

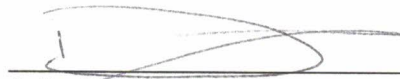
Current Capacity (indoor): 80

Current Capacity (outdoor): 12

Proposed Capacity (outdoor): 48

Description of Proposed Changes: We would like to place a tent and seating area behind our building that will be covered by a tent. This location will be closest to our back door entrance to our space.

Signature



Authorized Signature of Agent or Establishment Owner

6/18/20
Date

Clerk's Office checklist for complete applications

- Floor Plans
- Copy of approval from Street Vending/Zoning
- Copy of Street Occupancy Permit included *if applicable*
- Letter from landlord/property owner authorizing temporary extension of lease area *if applicable*
- Certificate of Insurance for liquor liability with City of Madison named *if extending on city property*

Upon Application Submission, the Clerk's Office issued to the application:

- Orange sign Orange business card
- "License Renewals & Changes" brochure with next steps issued



City of Madison Site Plan Verification

PROJECT: LNDSPR-2020-00078

Address: 131 E Mifflin ST

Current Revision #: 0

Submitted by: Heritage Tavern

Contact: Amanda Fox
(602) 283-9502
amanda@heritagetavern.com

Project Type: Permitted Use Site Plan Review

Description: Temporary Outdoor Seating in parking lot for Restaurant-tavern, valid until October 25, 2020

Status: Approved

Revision History: [0](#)

Review	Status	Reviewer	Reviewed
Fire Review	Approved	William Sullivan	Jul 7 2020
Traffic Engineering Review	Approved	Timothy Stella	Jun 25 2020
Zoning Review	Approved	Matthew Tucker	Jul 8 2020

FIRE

Note **Comment Date:** 07/07/2020

Tents larger than 10 x 10 shall comply with MGO 34.3100.
Larger tents shall comply with IFC Chapter 31 and be licensed through MFD. Additional information regarding Tents/Membrane Structures can be found on our website.

Note **Comment Date:** 07/07/2020

The maximum occupant load under the proposed 20x40 tent shall be 48.



Temporary Outdoor Seating Application

BE SURE TO INCLUDE THE FOLLOWING WITH YOUR APPLICATION:

- ✓ Site Plan showing location of outdoor seating. If you do not have a site plan, please email Zoning@cityofmadison.com to request a PDF copy.
- ✓ Property owner's approval

OFFICE USE ONLY	
Permit Number:	LND <u>SPR</u> -20 <u>20</u> - <u>00078</u>
Application Date	<u>6-25-20</u>
Issued Date	<u>7-8-20</u>
Approved by	<u>MWT</u>
Zoning District	<u>PD</u>

Location Address 131 E. Mifflin St. Madison WI 53703
 Business Name Heritage Tavern
 Contact Person Amanda Fox
 Telephone 602-283-9502 / 224-234-0581 Email amanda@heritagetavern.com

Which of the following best describes the Use?


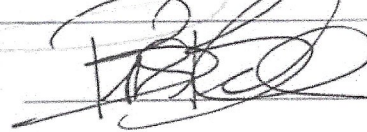
- Brewpub
 Coffee shop or Tea House
 Restaurant (You do **NOT** have an alcohol license)
 Restaurant-nightclub (You have an entertainment license)
 Restaurant-tavern (You have an alcohol license)

Do you have an existing outdoor seating Conditional Use approval? Yes No

Do you have an existing liquor license? Yes No

Your capacity limit set by Building Inspections: 48

I understand the temporary outdoor eating area requirements as listed on the following page and understand once this application is approved, it is only valid until **October 25, 2020**. Any violations of the temporary accessory outdoor eating area approved by the Zoning Administrator shall be enforceable by the Zoning Administrator as ordinance violations under Chapter 28, Madison General Ordinances.

Applicant signature:  Date: 6/18/20
 Property Owner's signature*:  Date: 6/23/20

* Or attached separate letter of approval from owner

*** Please see following page for temporary outdoor seating requirements and Site Plan requirements ***

Temporary Outdoor Seating Requirements

All temporary outdoor eating areas approved through this review are subject to the following requirements:

1. Hours of Operation
 - New Outdoor Eating Areas must close by 10pm Sunday – Thursday, and by 11pm on Friday and Saturday.
 - Expanded existing Outdoor Eating Areas: Hours shall be set as provided in existing Conditional Use approval.
2. No outdoor amplified sound in new or expanded outdoor seating areas.
3. Additional Exterior lighting required for any seating areas operating after dusk shall comply with Code requirements. Light levels are to be the same or equal to parking lot requirements. If new wiring is required to power the lights, an electrical permit is required. Use of extension cords is not permissible.
4. The Zoning Administrator, Traffic Engineer, and City of Madison Fire Department shall approve any outdoor seating under this order.
5. The site must be operated in conformance with all City of Madison Fire requirements for building accessibility, and regulations from Public Health Madison & Dane County.
6. Tables, chairs, barricades, and fencing shall be safely secured on site when not in use.
7. If alcohol is served, signs shall be displayed for patrons stating that alcohol must stay within the seating area.
8. Under no circumstances do approvals for new or expanded outdoor eating areas allow for the creating of a “beer garden” or other social gathering space for patrons to stand and congregate to drink for any purpose.
9. All new or expanded outdoor eating areas shall post a sign with language provided by the City directed outward from the seating area to inform the public of the temporary approval.
10. **This temporary approval shall expire on October 25th, 2020.**

More information and guidelines for the Streatery Restaurant Recovery Program can be found [here](#).

Site Plan Review Requirements

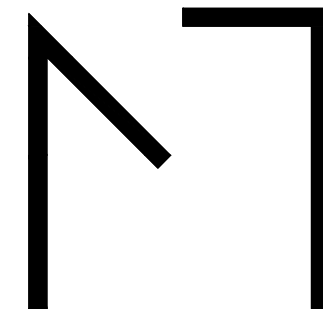
The site plans shall be drawn to scale and shall accurately reflect the location and layout for the temporary facility. Temporary outdoor eating areas may be located in parking spaces or other paved areas on the zoning lot immediately adjacent to the tenant space, and must be designed to be accessible for persons with disabilities. The amount of parking replaced with seating will be approved on a case by case basis. Under no circumstance may the combined indoor and proposed outdoor seating exceed maximum capacity of persons, as established by the Building Inspection Division.

The site plan shall identify the tenant space and layout of the outdoor seating located on the site. Seating areas in parking lots shall be located behind traffic barriers, such as cones, type 3 barricades, portable fencing, etc., which shall be identified on the site plan. Seating areas for establishments with liquor licenses must secure the seating area with “light fencing”. Seating areas may not impede any vision triangles or accessible routes. If tents will be used, show location and dimensions of tents on the site plan. Additionally, no parking for disabled persons may be repurposed for outdoor eating areas, unless those spaces are relocated elsewhere on the property, which will need to be shown on the site plan, to confirm the location and width meets code requirements.

No permanent structures may be erected under this temporary approval. Tents that are 10 feet by 10 feet in size or smaller may be erected in parking spaces to provide shade for the dining area. The City of Madison Fire Department requirements are listed under “Madison General Ordinance (MGO) 29.355 - Use of Tents for Merchandising and Display; Wisconsin Administrative Code Chapter COMM 62; and 14, International Fire Code Chapter 24.” If you have any questions regarding the above requirements telephone the Fire Prevention Division at 266-4420. [Link to requirements.](#)

If you do not have a site plan of your lot, please email Zoning@cityofmadison.com to request a PDF copy.

The completed application, property owner approval letter, and site plan are to be emailed to Zoning@cityofmadison.com for agencies review. Any questions regarding this temporary outdoor seating application can be sent to Zoning@cityofmadison.com.



MoTiS
MorrisonTills
Studio

841 W. Lakeside Street Suite A
Madison, WI 53715
608-709-1430
info@motisarch.com

HERITAGE TAVERN
131 E. MIFFLIN ST.
MADISON, WI 53703
OUTDOOR SEATING

No.	Description	Date
1	REVIEW	06/17/20

PROJECT: 2004

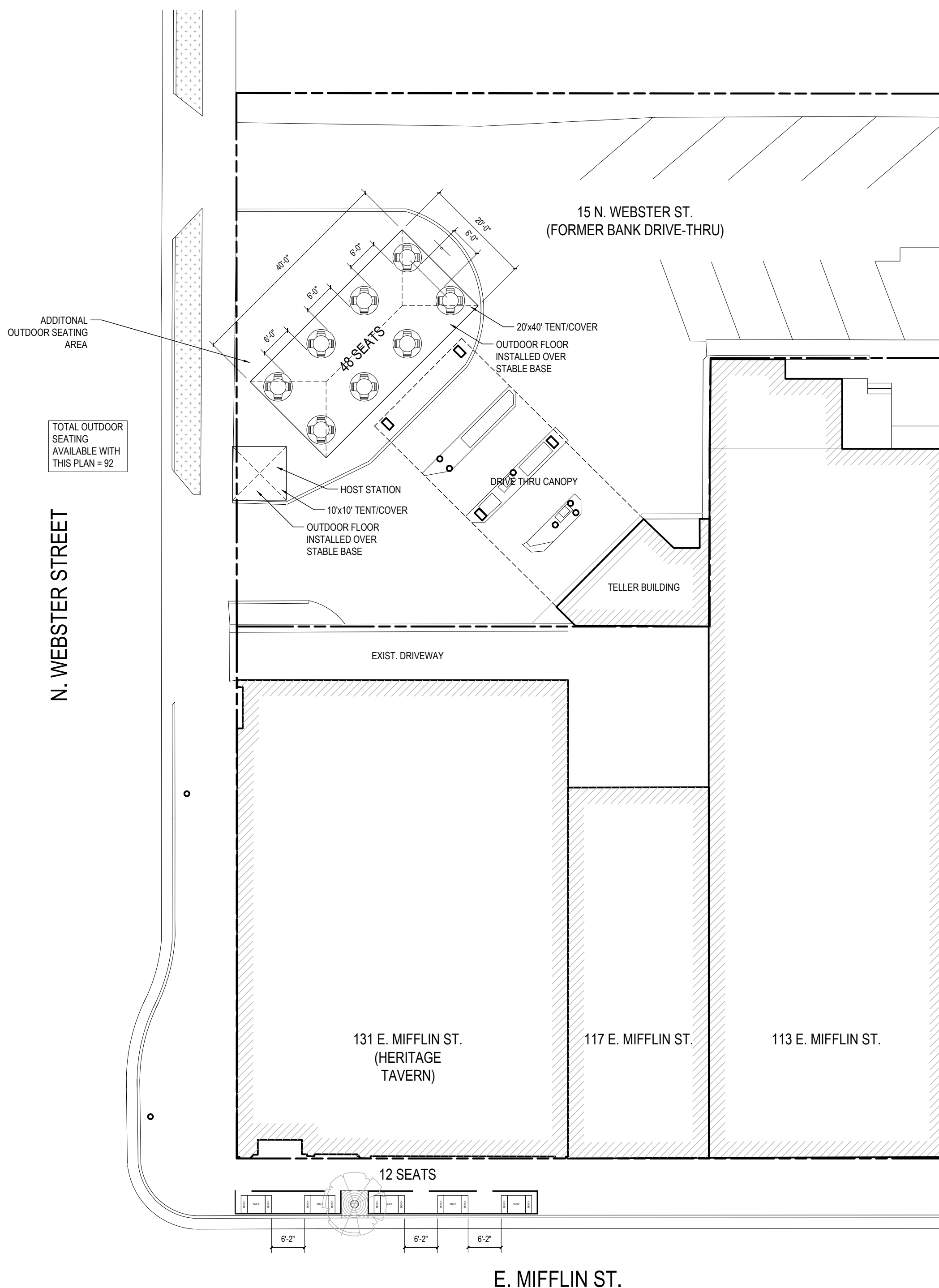
DATE: 06/17/20

OUTDOOR
SEATING

A100

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TOTAL REST. CAPACITY:	107
@0% INTERIOR CAPACT.:	0
EXT. SEATING:	107
@25% INTERIOR CAPACT.:	26
EXT. SEATING:	81
@50% INTERIOR CAPACT.:	53
EXT. SEATING:	54
@50% INTERIOR CAPACT.:	80
EXT. SEATING:	27

TOTAL OUTDOOR
SEATING
AVAILABLE WITH
THIS PLAN = 92

N. WEBSTER STREET

131 E. MIFFLIN ST.
(HERITAGE
TAVERN)

117 E. MIFFLIN ST.

113 E. MIFFLIN ST.

12 SEATS

E. MIFFLIN ST.

Outdoor Seating Area License Agreement
dated July 7, 2020

License: One North Pinckney Associates Limited Partnership (“Licensor”) grants a license to Fox and Bird, LLC d/b/a “Heritage Tavern” (“Licensee”) to use the space depicted on Exhibit A attached hereto and made a part hereof (the “Outdoor Seating Area”) as a private outdoor seating area for Licensee’s restaurant located in the premises leased under the Lease dated January 16, 2013 between Licensee as Tenant and Capitol Hill Apartments, LLC as Landlord (the “Restaurant Lease”), upon and subject to the terms and conditions set forth herein.

Term: The term of this license of the Outdoor Seating Area has commenced effective retroactively as of June 23, 2020, and shall end on October 25, 2020; provided, however, that Licensor reserves the right to revoke and terminate this License Agreement at any time prior to the expiration of the term of this license, in Licensor’s sole discretion, upon notice to Licensee.

Use: Licensee will be responsible for cleaning and maintaining the Outdoor Seating Area, including any improvements or installations that separate the Outdoor Seating Area from adjacent areas. The use of the Outdoor Seating Area shall be subject to all applicable Laws (as defined in the Restaurant Lease) and shall be subject to further modification or termination if and as required to comply with such Laws, and Licensee shall obtain, maintain in full force and effect, and comply with all necessary approvals, permits and licenses in connection with such use at all times. Licensee agrees to comply with all rules and regulations that Licensor may from time to time establish, amend or modify, for the use of the Outdoor Seating Area. At the expiration or termination of this License Agreement, Licensee shall promptly remove all of its personal property from the Outdoor Seating Area and leave the Outdoor Seating Area in as good condition as when Licensee commenced the use thereof, normal wear and tear excepted. If Licensee’s personal property is not removed when required, Licensor at its option may remove the same and store or dispose of such property without liability for loss or damage thereto, and Licensee agrees to pay to Licensor on demand any and all expenses incurred in such removal, including costs of collection, attorneys’ fees, and storage and insurance charges on such property for any length of time such property is in Licensor’s possession; or Licensor at its option, may sell all or any portion of such property, at private or public sale and without legal process, for such price or consideration as Licensor may obtain, to the extent permitted by law. Licensee acknowledges and agrees that any such disposition of Licensee’s property in the above-described manner by Licensor shall be deemed to be commercially reasonable and that no bailment is created by this License Agreement nor by Licensor’s exercise of any of its rights hereunder.

Incorporated Provisions: All of Licensee’s obligations under Article VIII of the Restaurant Lease shall apply to the Outdoor Seating Area to the same extent as though the Outdoor Seating Area were the Premises under the Restaurant Lease and Licensor under this License Agreement were Landlord under the Restaurant Lease, and such provisions of the Restaurant Lease shall be deemed incorporated herein and made a part hereof for purposes thereof. Without limiting the foregoing, Licensee, as a material part of the consideration to Licensor, hereby assumes all risk of damage to property (including without limitation any damage to Licensee’s business, any loss of income or other consequential damages), or injury to person in, upon or about the Outdoor Seating Area arising from any cause whatsoever, and, without limiting any other waiver contained in this License Agreement,

Licensee hereby waives all claims in respect thereof against Licensor. Nothing set forth in this paragraph shall excuse the Licensor from liability for its own reckless, negligent or willful misconduct. The provisions of this paragraph shall survive the termination of this License Agreement.

LICENSEE EXPRESSLY ACKNOWLEDGES THAT THIS LICENSE AGREEMENT AND THE LICENSE GRANTED HEREIN FOR USE OF THE OUTDOOR SEATING AREA DO NOT TRANSFER POSSESSION TO THE LICENSEE, ARE NOT INTENDED TO AND SHALL NOT BE DEEMED TO CREATE A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY IN FAVOR OF LICENSEE, BUT MERELY CREATE A REVOCABLE LICENSE IN ACCORDANCE WITH THE TERMS HEREOF.

Notices: Notices shall be addressed and given in the manner provided in Section 13.09 (Notices) of the Restaurant Lease to Licensor, c/o Urban Land Interests, 10 East Doty Street, Suite 300, Madison, WI 53703, in the case of Licensor, and to "Tenant," in the case of Licensee, as set forth in such Section 13.09, and such provisions of the Restaurant Lease shall be deemed incorporated herein and made a part hereof for purposes thereof.

LICENSEE:

LICENSOR:

FOX AND BIRD, LLC

ONE NORTH PINCKNEY ASSOCIATES
LIMITED PARTNERSHIP

DocuSigned by:
By: Dan Fox
Name: Dan Fox
Title: Owner

By: Urban Land Investments, Inc.,
Manager

DocuSigned by:
By: Bradley A. Binkowski
Bradley A. Binkowski
President

Exhibit A

Outdoor Seating Area

