

EXHIBIT B – CONCESSION AREA PHYSICAL GUIDELINES (v.15)

GENERAL PROVISIONS

1. **ZONING**: The Concession Area shall only be located where sidewalk cafes are permitted by the City's zoning ordinance and land use regulations, as same may be amended from time to time.

2. **PROHIBITED CONCESSION OPERATIONS**:

(a) There shall be no concessions permitted and/or placed within a section of the 1100 block of Lincoln Road Mall, between Lenox Avenue and Alton Road; said section as more specifically defined by the following description:
Land description:

A portion of Lincoln Road lying between Alton Road and Lenox Avenue, as shown on "Commercial Subdivision," according to the plat thereof, as recorded in Plat Book 6, at Page 5 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the southwest corner of Lot 6, Block 39 of said "Commercial Subdivision;" thence south 89°08;deg;55" west along the south line of Block 39 of said "Commercial Subdivision," a distance of 11.20 feet; thence south 00°51;deg;05" east, a distance of 25.00 feet to the point of beginning; thence continue south 00°51;deg;05" east, a distance of 50.00 feet; thence south 89°08;deg;55" west along a line 25.00 feet north and parallel with the south right-of-way line of said Lincoln Road, a distance of 190.08 feet; thence north 00°51;deg;05" west, a distance of 50.00 feet; thence north 89°08;deg;55" east along a line 25.00 feet south and parallel with the north right-of-way line of said Lincoln Road, a distance of 190.08 feet to the point of beginning.

Said land situate, lying and being in the City of Miami Beach, Miami/Dade County, Florida; containing 9,504 square feet, more or less.

(b) There shall be no personal property or equipment relating to the operation of a restaurant, including, without limitation, concession furniture, garbage receptacles, storage containers, back-of-house operation, equipment or supplies, or any other similar item permitted and/or placed within the improved section of Euclid Avenue, between Lincoln Road and Lincoln Lane South, which section is more particularly described as follows:
Land description:

A portion of Euclid Avenue right-of-way as shown on the plat of "Second Commercial Subdivision of the Alton Beach Realty Company", according to the plat thereof, as recorded in Book 6, at Page 33, and the plat of "Lincoln Subdivision" according to the plat thereof, as recorded in Plat Book 9, at Page 69, both recorded in Public Records of Miami-Dade County, Florida; bounded on the north by the extension of the south right-of-way

line of Lincoln Road; bounded on the south by the extension of the north right-of-way line of Lincoln Lane South; bounded on the east by the east right-of-way line of Euclid Avenue and bounded on the west by the west right-of-way line of Euclid Avenue, less the northerly 30 feet.

Said land situate, lying and being the City of Miami Beach, Miami-Dade County, Florida; containing 8,400 square feet, more or less.

3. **SITE PLAN AND CONCESSION FACILITIES**: Concessionaire shall provide the City Manager or City Manager's designee with a Site Plan signed and sealed by a duly licensed architect or engineer, which accurately depicts the layout and dimensions of the existing sidewalk area and adjacent private property; proposed location, size and number of tables, chairs, umbrellas, and any other Concession Facility; and location of doorways, steps, trees and other landscaped areas, fountains, parking meters, fire hydrants, bus shelters, directory/kiosks, public benches, trash receptacles, and any other existing public fixtures, furnishings and/or other obstruction(s) within the proposed Concession Area. Concessionaire shall also provide photographs, drawings or manufacturer's brochures fully describing the appearance and dimensions of all proposed Concession Facilities related to the operation of the Concession Area. The site plan and Concession Facilities shall be approved by the City Manager prior to Concessionaire commencing use of the Concession Area. Additionally, the Site Plan and the design, type, material, and color of any and all furniture, tables, chairs, umbrellas and other Concession Facilities proposed to be used on the Concession Area shall be approved in writing by the City Manager or designee prior to Concessionaire operating the Concession Area. The approved Site Plan and approved Concession Facilities documentation will be attached as Exhibits A and E to the Concession Agreement. The approved Site Plan for concessions located on City parking spaces on a roadway shall comply with the Parking Space Restaurant Concession Design Guidelines, which will be attached as Exhibit F to the Concession Agreement. Only restaurants located at the ground level of a building shall be eligible to create a parking space concession, except for restaurants in the South of Fifth neighborhood, which shall be defined as the area of the City south of 5th Street, excluding Washington Avenue between 4th and 5th Streets. The approved Site Plan for concessions on Ocean Drive shall comply with the Ocean Drive Restaurant Concession Design Guidelines, which will be attached as Exhibit G to the Concession Agreement.

Thereafter, Concessionaire shall not change, alter, or modify said City-approved Site Plan or design, type, material and color of any Concession Facilities without securing the prior written consent of the City Manager or their designee and any other required governmental approvals, and, if so approved, an updated Exhibit will be made a part of and incorporated into the Concession Agreement. Concessionaire shall be specifically limited to use of the Concession Area shown on the approved Site Plan.

4. **ANCILLARY USE**: Concession Areas may only be used as an ancillary use to the restaurant immediately in front of the Concession Area. The outdoor seating for

the Concession Area may not be used for calculating seating requirements pertaining to location of, applications for, or issuance of, a liquor license, nor shall the Concession Area seating capacity be used as the basis for computing required seating for restaurants, or as grounds for claiming exemption from such requirements under the provisions of any applicable City, County, and/or State law.

5. **ALCOHOL SERVICE:** Concessionaire shall be permitted to serve, for sale and consumption within the Concession Area, food and beverages, including the sale and on-premises serving/consumption of alcoholic beverages, as permitted under applicable law.
6. **HOURS OF SALE OF ALCOHOLIC BEVERAGES; EXCEPTIONS; ENFORCEMENT:**
 - (a) Alcoholic beverages shall not be offered for sale or consumption at sidewalk cafés between the hours of 1:30 a.m. and 8:00 a.m., and shall not be consumed at sidewalk cafés between the hours of 2:00 a.m. and 8:00 a.m.
 - (b) Notwithstanding subsection (a), alcoholic beverages may be offered for sale or consumption and may be consumed at sidewalk cafés located on Ocean Drive, between 5th Street and 15th Street, at such additional times as provided in section 6-3 of the Code of the City of Miami Beach.
 - (c) Noncompliance with this section shall be deemed a breach of the Concession Agreement due to Public Health, Welfare or Safety Concern entitling the City to the remedies set forth in Section 8(c).
7. **OTHER GOVERNMENTAL APPROVALS:** During the Contract Term, Concessionaire shall be solely responsible for applying for, obtaining, and maintaining all governmental approvals required for the operation of the restaurant and Concession Area, including, without limitation, a BTR to operate the restaurant adjacent to the proposed Concession Area; Certificate of Use for the restaurant; liquor license; and, if applicable, State or County approval for Concessions located on those entities' rights-of-way.
8. **FULL-SERVICE RESTAURANT:** The restaurant associated with Concessionaire's Concession operation must have inside seating and cannot be limited to take-out service.
9. **NO ILLEGAL USE:** It is understood and agreed that the Concession Area shall be used by the Concessionaire during the Term of the Concession Agreement only for the purposes set forth therein, and for no other purposes or uses whatsoever. The Concessionaire will not make or permit any use of the Concession Area that, directly or indirectly, is forbidden by law, ordinance or government regulation, or that may be dangerous to life, limb or property. Concessionaire may not commit (nor permit) waste on the Concession Area, nor permit the use of the Concession

Area for any illegal purposes, nor commit a nuisance on the Concession Area. In the event that the Concessionaire uses the Concession Area (or otherwise allows the Concession Area to be used) for any purposes not expressly permitted herein, or permits and/or allows any prohibited uses as provided herein, then the City may declare the Concession Agreement in default without notice to Concessionaire, restrain such improper use by notice of violation, arrest, injunction or any other available remedy.

10. **CITY AGREEMENTS BINDING**: Sale of non-alcoholic beverages on the Concession Area shall be subject to any exclusive contract that the City executes. The City will notify Concessionaire upon entering into any such contract.
11. **CODE OF CONDUCT**: Use of Concession Area shall be subject to the Concession Code of Conduct, attached Exhibit "C" to the Concession Agreement.
12. **ELECTRICITY**: Concessionaire may make written request to the City Manager to use City electricity for powering floor fans during the summer months. Summer months are defined as the period beginning on May 1 and ending on September 30. The City Manager will make electrical outlets operable upon payment of a flat fee, which fee shall be determined, and may be adjusted from time to time, in the reasonable judgment and discretion of the City Manager, for each of the calendar days during the summer months. City electrical outlets will be restricted to powering floor fans only. Using the electrical outlets for powering lights, menu board lighting, and any other electrical device is strictly prohibited. Concessionaires violating this restriction will have the electrical boxes deactivated and forfeit any monies paid for electrical use. Fans must be UL approved for outdoor use. Extension cords are not allowed.

In no event, however, shall the City be liable, whether to Concessionaire and/or any third parties, for an interruption or failure in the supply electricity services approved for the Concession Area.

PERMITTED CONCESSIONFRONTAGE; REQUESTS FOR EXPANSIONS

13. **PERMITTED CONCESSION FRONTAGE**: Concessions are restricted to the sidewalk frontage of the restaurant to which the Concession Agreement is issued or, if the restaurant is an ancillary and/or secondary use to another type of business establishment, the Concession shall be restricted to the sidewalk frontage of the building (or portion thereof) of the "primary" business establishment (within which the restaurant is located). Only a restaurant whose premises are on a ground floor adjacent to and fronting the sidewalk may be awarded a Concession Agreement. Concessions may be extended into a loading zone fronting a restaurant as provided in section [20] below.
14. **REQUESTS FOR EXPANSION**: A Concession, upon prior written request by the Concessionaire to the City Manager, may be permitted, at the sole discretion of the City Manager, to extend by a maximum total of 50 feet in the right-of-way on one side and/or the other side of the Concession Area (of the business

establishment where the restaurant is located); the Concessionaire shall make written application to the City Manager setting forth the reason(s) for the proposed expansion and provide a Site Plan showing the proposed expansion. All requests for expansions pursuant to this section shall be reviewed by the City Manager on a case-by-case basis. In reviewing such requests, the city manager, in making their determination to approve or deny, shall perform and consider the following:

- (a) Pedestrian access.
 - (b) Visibility of the front of the adjacent owner's business.
 - (c) Obstructions.
 - (d) Accessibility to the adjacent owner's business by patrons.
 - (e) The City Manager may solicit input from businesses and property owners on the same block including, without limitation, the immediately adjacent (i.e., next door) business and property owners.
 - (f) The City Manager shall provide written notice to the adjacent business establishment (tenant) and property owner on to whose frontage the Concession proposes to expand. The notification shall include the following information: the name and address of the Concessionaire requesting the expansion; the approximate location and size of the area requested; and the name and address of the city official and/or employee to forward comments to, and the time period within which to forward said comments (which time period shall be no less than 14 days). Said notice shall be sent, as to the adjacent business establishment (tenant), to the name and address on file with the City for the establishment's occupational license and, for the property owner, to the name and address identified in the records of the Miami-Dade County Property Tax Appraiser's Officer. Any objections not submitted and received by the City within the date provided in the notice shall be deemed waived.
 - (g) The city manager may also consider any history of violations and/or warnings issued to the Concessionaire.
15. **ADDITIONAL FEE**: In the event of approval by the City Manager to expand a Concession Area, the additional square footage will be computed into the new Concession Fee.
16. **NEW ADJACENT CONCESSIONAIRE**: Notwithstanding the City Manager's approval of a Concession expansion, in the event that the adjacent business establishment and/or property owner (on to which a Concession has expanded) subsequently elects to request a Concession Agreement to operate a Concession in front of its premises, that new proposed Concessionaire shall provide the City Manager with notice of such intent stating the proposed Concessionaire's name;

the property address; the name of the business establishment and/or the restaurant (of which the proposed Concession will be a part); and the anticipated opening date. The City will provide the business establishment (tenant) and property owner which is currently expanding into the proposed Concessionaire's frontage with a courtesy copy of the notice. Following receipt of said written notice by the City, and provided that the new proposed Concessionaire enters into a Concession Agreement, as well as any other required permits and/or licenses for operation of the business establishment and/or restaurant associated with the proposed new Concession, then the City Manager's prior consent for expansion shall terminate, and the City shall provide written notice to the adjacent Concessionaire, advising it of such termination, and providing a termination date therefore. The City's notice shall provide the adjacent property owner with at least seven calendar days' notice prior to the effective date of termination of the expansion. Upon the termination date of the City's consent to expansion, the Concession Agreement, Site Plan, and Concession Fee will be adjusted accordingly.

17. **LINCOLN ROAD EXPANSION**: In the case of Concessions on Lincoln Road, an expansion of a Concession Area across the centerline of Lincoln Road Mall may also be allowed. The Concessionaire shall make written application to the City Manager setting forth the reason for the proposed expansion and provide a Site Plan showing the proposed expansion. Requests for expansions pursuant to this section may be reviewed by the City Manager, at the City Manager's sole discretion, on a case-by-case basis. In reviewing such requests, the City Manager may consider the following illustrative considerations, such as whether:
- (a) The Concessionaire would otherwise be significantly deprived of the use of the right-of-way for which the Concession Agreement is sought;
 - (b) There are special circumstances and conditions that exist, which were not self-created by the Concessionaire, and are peculiar to that portion of the right-of-way, and are not generally applicable to other rights-of-way in the immediate area;
 - (c) The granting of the expansion is the minimum that will allow the Concessionaire's reasonable use of the area for its Concession operations; and
 - (d) The granting of the expansion will not significantly impair the ability of pedestrians on that particular portion of Lincoln Road Mall to walk comfortably from one side of the mall to the other.
 - (e) In the event of approval by the city manager to expand a Concession Area pursuant to section, the additional square footage will be computed into the new Concession Fee.
18. **LOADING ZONE EXPANSION**: Loading zones in front of a ground floor restaurant use with sidewalk frontage and a Concession Agreement may be used as part of

an expanded Concession Area when the street on which the loading zone is located is closed to traffic, provided that the loading zone is within a street area that is regularly closed to traffic during certain days or hours, a minimum of five days each week. All platforms, tables and chairs in the loading zone shall be removed at the close of business each night. Use of a loading zone will require the prior written approval of the City Manager, which approval, if given at all, shall be at the sole discretion of the City Manager. Such approval, including the adjustment to the Concession Fee, would be memorialized as an amendment to the Concession Agreement. Additionally, the City Manager or City Manager's designee, at his or her sole discretion, may suspend or revoke the approval for use of a loading zone.

GENERAL SITE PROVISIONS

19. **RIGHT TO REMOVE, MODIFY, AND RELOCATE:** City Manager shall have the right to remove, modify, and relocate after 24 hours' notice, any Concession Facilities.
20. **CLOSURE DURING HIGH IMPACT PERIODS:** The City Manager may, upon declaration of a high impact period, order the immediate suspension and closure of all or part of the Concession operations including, without limitation, the removal of all or any Concession Facilities. This closure shall not exceed a period of 72 hours or the end of the High Impact Period, whichever occurs last.
21. **CLOSURE-DURING MAJOR WEATHER EVENTS:** Upon written and/or verbal notification by the City Manager of a hurricane or other major weather event, or the issuance of a hurricane warning by Miami-Dade County, whichever occurs first, Concessionaire shall, within no more than four hours of notice, remove and place indoors all Concession Facilities located on the Concession Area. The notification by the City Manager of a hurricane or other major weather event, or the issuance of a hurricane warning, shall constitute a public health, safety or welfare concern, as referenced in section 24. The City Manager may remove, relocate, and/or store any Concession Facilities found on the Concession Area that has otherwise not been removed by Concessionaire pursuant to this subsection. Any and all costs incurred by the City for removal, relocation and/or storage of Concession Facilities shall be the responsibility of the Concessionaire. Concession Areas will not re-open for business following a hurricane or other major weather event until notified by the City Manager. Violation of this subsection shall result in the suspension, for up to 30 days, of the Concession privileges under the Concession Agreement.
22. **INTERFERENCE AND OBSTRUCTION:** Concessionaire shall not interfere with patrons of adjoining Concession Areas, or limit their free, unobstructed 5 feet passageway. The Concessionaire shall take any and all actions to assure that its use of the Concession Area in no way interferes with pedestrians utilizing the right-of-way and in no way limits their free, unobstructed passage thereto.

23. **CONCESSION PLACEMENT**: Concessions shall be located in such a manner that a distance of not less than five feet is maintained at all times as a clear and unobstructed five-foot pedestrian path around public amenities and areas such as, by way of example, fountains, landscaped areas (excluding City planters), and seating/shade structures. A five-foot pedestrian path shall also be required and established where the City Manager, in their reasonable judgment and discretion, determines that the operation of a sidewalk cafe inhibits pedestrian access to an adjacent business establishment or adversely affects the visibility of an adjacent storefront. Notwithstanding the preceding, the City Manager, in the City Manager's sole judgment and discretion, and on a case-by-case basis, may approve and allow for a pedestrian path of less than five feet where a Concessionaire's Concession operation would be significantly impacted. In considering such cases, and in determining whether Concessionaire is "significantly impacted," the City Manager may, in their sole discretion, consider the following illustrative criteria:
- (a) The Concessionaire would otherwise be significantly deprived of the use of the Concession Area that is/would be the subject of the Concession Agreement;
 - (b) There are special circumstances and conditions that exist, which were not self-created by the Concessionaire, and are peculiar to that portion of the Concession Area, and are not generally applicable to other Concession Areas in the immediate area;
 - (c) The granting of the expanded area is the minimum that will allow Concessionaire reasonable use of the area for its Concession operations; and
 - (d) The granting of the expanded area will not significantly impair the ability of pedestrians on that particular portion of the right-of-way to walk comfortably from one side of the right-of-way to the other.
 - (e) No tables, chairs, umbrellas, or other Concession Facility shall be permitted within ten feet of a bus bench and/or bus shelter. A distance of five feet shall be maintained from taxi stands, fire hydrants, bike racks, directory signage/kiosks, and/or other similar public street furniture and/or fixtures.
 - (f) No tables, chairs, umbrellas or other sidewalk cafe furniture shall be permitted within five feet of an alley, pedestrian crosswalk, or corner curb cut.
 - (g) The pedestrian path for Lincoln Road shall be a 12-foot clear path for emergency and maintenance vehicles. The exact location of the path on each block shall be determined by the City Manager, in the City Manager's reasonable judgment and discretion, and shall be incorporated into the Concession site plan map of Lincoln Road.

24. **ACCESSIBILITY**: Concessionaire shall comply with all applicable accessibility codes, including the Americans with Disabilities Act (ADA) and state code provisions addressing accessibility for building construction.
25. **NO BARRIERS**: No object shall be permitted around the perimeter of an area occupied by tables and chairs which would have the effect of forming a physical or visual barrier, discouraging the use of the tables and chairs by the public or, in the case of Lincoln Road, which would have the effect of obstructing the pedestrian path or public access between the north and south sides of Lincoln Road.
26. **MAINTENANCE**: The Concessionaire is responsible for maintaining the Concession Area, the Concession Facilities, sidewalk, and street immediately adjacent to the restaurant in a clean, neat, and orderly appearance at all times. The area of the sidewalk, curb and gutter immediately adjacent to the Concession shall be cleared of all debris during hours of operation, and again at the close of each business day, or as may otherwise be determined by the City Manager. The Concessionaire shall be responsible for pressure cleaning the floor surface on which the sidewalk cafe is located at the close of each business day. The City shall pressure wash the right-of-way from time to time in accordance with such schedule as shall be established in the reasonable judgment and discretion of the City Manager. In establishing said schedule, the City Manager shall use reasonable efforts to assure that the City's pressure cleaning of the public right-of-way occurs at such times as will cause the least disruption to Concession operations.
27. **APPEARANCE**: Tables, chairs, umbrellas, and any other Concession Facility shall be maintained in a clean, attractive, and orderly appearance, and shall be maintained and kept in good repair at all times.
28. **QUALITY OF CONCESSION FACILITIES**: All Concession Facilities shall be of high quality, design, materials, and workmanship so as to ensure safety and convenience to the public.
29. **SITE PLAN ADHERANCE**: Only the Concession Facilities specifically shown on the approved site plan shall be permitted on the Concession Area.
30. **UMBRELLAS**: Umbrellas shall be fire-retardant, pressure-treated or manufactured of fire-resistant material. No portion of an umbrella shall be less than six feet eight inches above the right-of-way. Two or more umbrellas may not be clipped, zipped or otherwise fastened together in order to form a tent-like structure. Clear plastics or other materials may not be fastened, rolled or otherwise be attached to umbrella edges in order to create an enclosure.
 - (a) Notwithstanding the provision of the foregoing subsection, and subject to the City's Planning Department review and approval, the following provisions shall apply to Concessions located on the west sidewalk on Ocean Drive, between 5th Street and 15th Street:

- i. A maximum of three umbrellas may be zipped together;
- ii. Rain gutters may be installed between zipped umbrellas; and
- iii. Colorless and transparent roll-down tarps may be permitted to be attached to umbrellas provided that the tarps are only utilized during periods of strong wind or rainfall. Within one hour of the cessation of such wind and/or rainfall, the roll-down tarp shall be removed from the umbrella/awning system and stored on private property.

31. **NO PHYSICAL ATTACHMENTS**: All tables, chairs, umbrellas, and any other Concession Facility shall be readily removable, and shall not be physically attached, chained, or in any other manner affixed to any public structure, street furniture, signage, and/or other public fixture, or to a curb and/or public right-of-way.

- (a) Notwithstanding the provisions of subsection above, on the west sidewalk on Ocean Drive, between 5th Street and 15th Street, umbrellas may be affixed to the sidewalk with an in-ground mount system that is flush with the sidewalk or with a bolted metal plate not to exceed nine inches by nine inches in size. A detailed engineering design, and a structural analysis of either the mount system or metal plate, shall be submitted to the City's Department of Public Works for review and approval. If permitted, such mount system or metal plate must be easily removable (as determined by the City) to provide a smooth ADA-compatible surface when the mount system or metal plate is removed. In the event that the Concession Agreement expires or is terminated, the umbrellas and entire mount system or metal plates shall be removed and a standard concrete sidewalk shall be re-installed, subject to the review and approval of the City's Department of Public Works and to a condition that is acceptable to the City.

32. **NO STACKING OF CHAIRS**: Concessionaire shall not stock or pile up chairs on the right-of-way, except, where allowed by the Concession Agreement, on Lincoln Road.

33. **STORAGE OF CONCESSION FACILITIES**: Concession Facilities including, without limitation, rolling service stations, service carts, and bussing stations, may only be maintained in the Concession Area during hours of operation; provided however, that planters that are permitted pursuant to these Rules and Regulations, and which cannot be readily removed, may remain within the Concession Area. Please see section 41 for further restrictions relating to the Lincoln Road Mall. Notwithstanding the foregoing, tables, chairs and umbrellas may remain on the Concession Area after-hours. Concessionaire shall neatly stack and/or secure all tables and chairs (and close-up all umbrellas) which remain in the Concession Area at the close of business each day, in order to prohibit the unauthorized use of such sidewalk cafe furniture during non-business hours.

- (a) Notwithstanding anything contained in this Section, the City Manager may require a Concessionaire to store its tables, chairs and/or umbrellas off of

the public right-of-way if, in the City Manager's sole judgment and discretion, the City Manager determines that the Concession Area and immediately adjacent public right-of-way are not being adequately maintained in accordance with the Concession Agreement.

34. **STORAGE OF CONCESSION EQUIPMENT:** During non-business hours, storage of dishes, silverware or other similar Concession equipment is not allowed in the Concession Area, in any other portion of the public right-of-way, or outside the structural confines of the building in which the restaurant is located.
35. **SIGNAGE:** The Concessionaire shall not permit the painting and display of any signs, plaques, lettering or advertising material of any kind on or near the Concession Area without first having obtained the prior written consent of the City Manager, except the restaurant name and/or its logo may be permitted on umbrellas but such logos and/or lettering may not exceed six inches in height.
36. **PLANTERS:** The City Manager may permit the use of planters manufactured of terra-cotta or polymer materials with the number and size to be reviewed by the City Manager prior to placing on the Concession Area. Placement of planters within the Concession Area shall be five (5) feet apart or greater. It shall be the Concessionaire's responsibility to immediately remove planters upon written and/or verbal notice from the City Manager, in case of emergency or other circumstances, as provided in this division. Maximum size of planters shall not exceed the following:
 - (a) Rectangular planters: 30 inches long, by 15 inches wide by 20 inches high
 - (b) Round planters: 24 inches diameter by 24 inches high.
 - (c) Planters 20 inches or higher shall be on rollers or on rolling bases.
 - (d) The combination of planters and plant height should not exceed a table height or 34 inches.

Plants shall be properly maintained. Distressed plants shall be promptly replaced. Plant fertilizers which contain material that can stain the sidewalks shall not be allowed. Water drainage from any plants onto the sidewalk shall not be allowed. Potted plants shall have saucers or other suitable systems to retain seepage. All approved planters shall be included in the approved Site Plan.

37. **LINCOLN ROAD SPECIFIC CONDITIONS:**
 - (a) Concessionaire shall not interfere with patrons of other Concession Areas, or limit their free, unobstructed 12 feet passageway.
 - (b) Concessionaire shall not have rolling service stations, service carts, and bussing stations placed within five feet of the walls, columns, or posts of the Lepidus Structures, City planters, or in front of other storefronts and/or business establishments.

- (c) Tables, chairs and closed-up umbrellas may only remain on the right-of-way (within the Concession Area) as long as they are placed in an orderly manner.
38. **SECURITY:** Concessionaire may, at its sole discretion and sole cost and expense, provide security for the Concession Area. Concessionaire may provide security personnel during operating hours. City shall have no liability to Concessionaire for any personal injury, damage or loss of personal property, fixtures, equipment, or other property arising from theft or vandalism, or other act or omission of any person or entity upon the Concession Area.
39. **PROHIBITED ITEMS:** No food preparation, food storage, expanded polystyrene food service articles, single-use plastic beverage straws, single-use plastic stirrers, refrigeration apparatus or equipment, or fire apparatus or equipment, shall be allowed on the Concession Area or the right-of-way. In addition, expanded polystyrene food service articles, single-use plastic beverage straws, and single-use plastic stirrers shall not be provided to Concessionaire's patrons.
- Exception. The provisions in this subsection shall not restrict a Concessionaire from providing a beverage with, or offering the use of, a single-use plastic beverage straw or single-use plastic stirrer to an individual with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.
40. **NO PLASTIC BAGS:** Single-use carry out plastic bags shall not be allowed on the Concession Area or the right-of-way and shall not be provided to Concessionaire's patrons.
41. **NO FOOD AND/OR BEVERAGE DISPLAY(S):** No food and/or beverage display(s) shall be permitted in any Concession Area and/or on the right-of-way, nor shall any food and/or beverage display(s) be maintained within the restaurant/business establishment's premises in such a way that the placement of such display(s) is/are clearly visible from the Concession Area and/or the right-of-way.
42. **MENU BOARDS:** Menu board means a board allowing for the posting of a restaurant's complete menu, and fabricated in such a manner so as not to constitute a form of general advertising or establishment identification. The location, size, design, materials, and color of the menu board shall be approved by the City Manager and shown on the Concession site plan. Menu boards shall be no larger than six square feet; may not be internally illuminated; and the top of the board shall not exceed five feet, six inches from grade. The menu board shall not be a sandwich board sign (as Concessionaire may not erect any permanent improvements or place temporary improvements or other Concession Facilities on the Concession Area without the City Manager's consent. One menu board shall be permitted per Concession Area for every 50 feet of frontage. No food or drink special(s) may be displayed, disclosed, or posted on any menu board or sandwich board sign. Specials board(s) are prohibited in all Concession Areas and any other

portion of the public right-of-way. Food or drink menu special(s) shall not be displayed, disclosed, posted or permitted to remain in any Concession Area and/or the public right-of-way, except at a table presently occupied by a patron; nor shall any food or drink menu special(s) be displayed, disclosed or posted within the restaurant/business establishment's premises in such a way that the placement of such display, disclosure, or posting is clearly visible from the Concession Area and/or public right-of- way.

43. **SANITATION**: Concessionaire specifically agrees to operate its concession in compliance with all City sanitation rules, regulations, and ordinances, and any other applicable law, regulating sanitation.

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