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JESSICA L. STEWART

May 7, 2020

City Commission
501 Harrison Avenue
Panama City, Florida 32401

Re: Emergency Resolution Extending Sidewalk Café Program

Dear Mayor and Commissioners:

On May 1, 2020, Governor DeSantis issued Executive Order 20-112 announcing his steps to reopen the economy of the State, stating that restaurants are limited to serving at a 25% building capacity level and must maintain appropriate social distancing.

Staff proposes to temporarily extend Chapter 104 of the Land Development Regulations (“LDR”) to allow all restaurants in the City to apply for a temporary permit for a flexible street sidewalk café. The current LDR is available only to restaurants within the Downtown CRA. By approving this Resolution, all restaurants in the City would be allowed to participate in this program for a short period of time. This program will allow restaurants to extend their seating capacity into the public sidewalks and/or public parking spaces, subject to meeting all requirements of the program, such as insurance requirements.

Staff recommends approval.

Sincerely yours,

Nevin J. Zimmerman

cc: Mark McQueen, City Manager
Brandy Waldron, Interim City Clerk-Treasurer

RESOLUTION NO. 20200512.1

A RESOLUTION AND PROCLAMATION OF THE CITY OF PANAMA CITY, FLORIDA, PROCLAIMING THAT ORDINANCE 2562 IS AVAILABLE CITY WIDE FOR A TEMPORARY FLEXIBLE STREETS SIDEWALK CAFÉ PROGRAM FOR ALL RESTAURANTS TO SUPPORT ECONOMIC RECOVERY FROM THE COVID-19 PANDEMIC.

NOW, THEREFORE BE IT RESOLVED AND PROCLAIMED BY THE CITY OF PANAMA CITY, FLORIDA AS FOLLOWS:

1. The City of Panama City, Florida, hereinafter referred to as “the City”, has been devastated by an emergency pandemic known as COVID-19.

2. On March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring a state of emergency existed because of COVID-19 and issuing several other executive orders regarding COVID-19 to later include Executive Order 20-91, known as the “Safer at Home” order, allowing only essential services to continue, but limiting the restaurant industry to delivery, carry-out or curbside service only.

3. The City has an obligation as a matter of public policy to protect the public safety and ensure the economic recovery of the City and finds that the restaurant industry has been financially impacted due to the COVID-19 pandemic.

4. On May 1, 2020, Governor DeSantis issued Executive Order 20-112 announcing his steps to reopen the economy of the State, stating that restaurants are limited to serving at a 25% building capacity level and must maintain appropriate social distancing.

5. The City has a Sidewalk Café Program in the Land Development Regulations, Chapter 104, that currently only allows restaurants in the Downtown Community Redevelopment Area to obtain permits to allow extra seating capacity on public right of ways.

6. The Sidewalk Café Program will be expanded to all restaurants within the City’s limits to help the restaurants expand capacity and recover financially at a much faster pace.

7. The City Manager, in his or her sole discretion, is authorized to expand the sidewalk café program as a temporary flexible street sidewalk café program to be available to all restaurants within the City limits for a limited time period, but not to exceed ninety (90) days past the date of this resolution.

8. A *temporary flexible street sidewalk café* means a use located on a public sidewalk and/or related public parking spaces associated with a business establishment which serves or sells food including beverage products and is located in the abutting building. Flexible street sidewalk cafés are characterized by tables and chairs and may be shaded by awnings,

canopies, umbrellas, or plants, but may not be shaded by any type of tent that has sides. All tables and chairs and associated articles must be located within the sidewalk café license area.

9. During this time period, any restaurant may apply for a flexible street sidewalk café permit, subject to all conditions provided in Chapter 104. Applications will be available on the City's official website and attached to this Resolution as Exhibit A. Any restaurant approved for a temporary flexible street sidewalk café permit will be allowed to use such permit for ninety (90) days. This temporary permit is not renewable and shall expire at the end of the ninety (90) days.

PASSED, APPROVED, AND ADOPTED at the regular meeting of the Commission of the City of Panama City, Florida on the 12th day of May, 2020.

CITY OF PANAMA CITY, FLORIDA

By: _____
Greg Brudnicki, Mayor

ATTEST:

Brandy Waldron, Interim City Clerk-Treasurer

TEMPORARY SIDEWALK CAFÉ PERMIT



Application No. _____ Permit Fee Paid: _____

All applications are to be filled out completely and correctly. The application shall be submitted in person (no fax or deliveries) to the City of Panama City's Planning Department, located on the 2nd floor of City Hall, Room 217, 501 Harrison Avenue, Panama City, Florida.

GENERAL INFORMATION
NAME of BUSINESS:
Street Address:
City, State, Zip:
Telephone No:
Website:
Business Tax Receipt No:
NAME of APPLICANT (Property Owner or Authorized Agent):
Street Address:
City, State, Zip:
Telephone No:
Email Address:
PROPERTY INFORMATION:
Street Address:
General Location:
Parcel ID or Tract Number:

AUTHORIZATION

The applicant, by filing this application agrees he or she will comply with the decision(s) regarding this application and conform to all conditions of approval. The applicant's signature affirms that he/she has read and agrees to comply with the Sidewalk Cafe - Flexible Cafe Program, as spelled out in the City's Unified Land Development Code and that all information contained within this application has been completed and that the applicant understands that this application may involve substantial time and expense. Filing an application does not guarantee approval, and denial of an application does not result in remittance of the application fee.

NOTE: IT IS INCUMBENT UPON THE APPLICANT TO SUBMIT CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPROVAL.

REQUIRED SIGNATURES

Owner / Agent: _____ Date: _____

Police Dept.: _____ Date: _____

Business License Dept.: _____ Date: _____

Planning Department: _____ Date: _____

HR Risk Manager: _____ Date: _____



TEMPORARY SIDEWALK CAFÉ PERMIT

NARRATIVE

ALL OF THE FOLLOWING CRITERIA MUST BE ANSWERED.

APPLICANT NARRATIVE			
PROPOSED TEMPORARY SIDEWALK CAFÉ PERMIT:			
1. Total square footage of existing business:			
2. Existing number of requested outdoor:			
	<input type="checkbox"/>	Tables:	_____
	<input type="checkbox"/>	Chairs:	_____
3. Will the tables and chairs to be located on the sidewalk be:			
	In addition to existing indoor tables and chairs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	A relocation of existing indoor tables and chairs to the outside?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Remaining on sidewalk after closing?	<input type="checkbox"/> Yes	<input type="checkbox"/> No



TEMPORARY SIDEWALK CAFÉ PERMIT

CHECKLIST

LIST OF REQUIREMENTS	
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<input type="checkbox"/>	Completed Temporary Sidewalk Cafe application form;
<input type="checkbox"/>	Application fee payment: (NOT APPLICABLE)
<input type="checkbox"/>	A photocopy of your completed State of Florida beverage application form;
<input type="checkbox"/>	A scale drawing on the site plan, showing the:
<input type="checkbox"/>	Relationship of sidewalk café to adjacent building and their uses and entrance locations;
<input type="checkbox"/>	Relationship of sidewalk café to any public improvements;
<input type="checkbox"/>	Location of any utilities that might affect or be affected by the proposal;
<input type="checkbox"/>	Existing and proposed pedestrian circulation pattern;
<input type="checkbox"/>	Total square footage and exact dimensions of the proposed sidewalk café;
<input type="checkbox"/>	Address and legal description of the building where subject restaurant is located;
<input type="checkbox"/>	Proposed use, materials, colors and design of tables, chairs, umbrellas and other objects;
<input type="checkbox"/>	Property owner's written consent to applicant's application and letters of consent from adjacent property owners and tenants.
<input type="checkbox"/>	If approved, the following information will be required before a permit can be issued:
<input type="checkbox"/>	Copy of valid City Occupational License Tax Receipt <u>or Business License</u> ;
<input type="checkbox"/>	Copy of all health department permits (if any) to operate a sidewalk café;
<input type="checkbox"/>	Executed Certificates of Insurance and worker's compensation, which must be approved by the City's Risk Management officer;
<input type="checkbox"/>	Copy of liquor license covering the sidewalk café;
<input type="checkbox"/>	Copy of flame spread rating for awnings, umbrellas and similar fixtures;
<input type="checkbox"/>	Executed Release, Indemnification, and Hold Harmless Agreement.
<input type="checkbox"/>	Permit from the Police Chief or the City Commission which exempts the property from the City's Alcohol Ordinance
<input type="checkbox"/>	Copy of the Extension of Premises issued by the State of Florida ABT for alcohol.

LIST OF REQUIREMENTS - ANNUAL RENEWAL	
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<input type="checkbox"/>	Application for renewal shall be submitted each year prior to October 01 and shall include each of the following documents:
<input type="checkbox"/>	Executed Certificate of Insurance with the City of Panama City listed as additional insured;
<input type="checkbox"/>	Executed Release and Indemnification Agreement.

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

This Release, Indemnification, and Hold Harmless Agreement ("Agreement") is made this ____ day of _____, 20____, by _____ ("OWNER") for the benefit of the City of Panama City, Florida, ("City").

WHEREAS, the OWNER is the owner or lessee of the property located at _____, Panama City, Florida; and

WHEREAS, pursuant to the City Code, the OWNER has applied for a Temporary Sidewalk Café Permit for the sidewalk and parking area abutting the property described above, which sidewalk and parking area shall hereinafter be collectively called the "Property"; and

WHEREAS, pursuant to the City Code, the OWNER must provide an indemnification related to its use of the Property under the Sidewalk Café Permit; and

WHEREAS, the OWNER is authorized to execute, and has obtained any and all necessary approvals for, this Agreement.

NOW, THEREFORE, in consideration of the City allowing the OWNER to use the Property for its sidewalk café, the OWNER agrees as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The OWNER agrees to defend at its cost, pay on behalf of, indemnify and hold harmless the City, its officers, agents, third party managers, employees, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, (collectively, "Claims"), including but not limited to Claims related to damage or injury to property or persons (including loss of life) and court costs and attorney's fees at trial and on appeal, whether or not a lawsuit is commenced, alleged or claimed by any person or entity to be arising out of or in connection with (i) the Temporary Sidewalk Café Permit; or (ii) the use of the Property by the OWNER or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them; or (iii) any negligent act or omission of OWNER or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them, whether or not such negligence is claimed to be either solely that of OWNER, or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) any reckless or intentional wrongful act or omission of OWNER or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them; **or (v) any and all claims, demands, actions, causes of actions, or suits for injury or death to any person and damages to property of others, including the property of the City, arising out of or from the use of the City's streets and properties or from the sale, consumption or possession of alcoholic beverages by those attending or participating in the activities sponsored by the OWNER, as well as any injury resulting from the previous negligence of the City regarding the construction and maintenance of its properties.** The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by OWNER or otherwise obtained by OWNER, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
3. The OWNER does hereby remise, release, satisfy, quit claim and forever discharge the Indemnified Parties from any and all actions, claims and demands that the OWNER ever had, now has, or may have against the Indemnified Parties as a result of the granting of the Sidewalk Café Permit or because of the use of the Property by the OWNER or his/her/its family, officers, agents, representatives, guests, employees, invitees, licensees, or persons contracting with either or any of them.
4. The OWNER will maintain insurance in the minimum types and amounts required by **the City's Street Cafe Program**. The City does not represent that such types and amounts are sufficient to protect OWNER's interests or liabilities and the insurance requirements of the City Code shall in no way be interpreted to limit OWNER's liability under this Agreement. The Indemnified Parties shall be named as additional insureds on all required insurance policies and the City shall be provided with a current certificate of insurance evidencing that the requirements of the City Code have been met.
5. **The Undersigned represents that (1) the Undersigned has read and understands the terms of the foregoing Release, Indemnification and Hold Harmless Agreement, (2) that the Undersigned's execution of this instrument constitutes its free and voluntary act, (3) that the execution hereof is made without any representations of inducement or otherwise by those indemnified hereby; (4) that this Agreement has been properly approved by the Undersigned and if applicable in accordance with its organizational structure, and (5) that no other signature other than the one affixed to this document is necessary to make this indemnify and hold harmless agreement binding on the Undersigned or its organization.**
6. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Undersigned has hereunto sets its hand and seal, this ____ day of _____ 20____.

Signed, sealed and delivered in the presence of

Print Name of Owner or Business

Print Name of Witness

Signature

Print Name of Witness

Print Name and Title if acting on Behalf of Business

EXHIBIT 1

