



CITY OF PARKLAND

COVID-19 OUTDOOR DINING – TEMPORARY USE AND TENTS

This **Temporary Use Permit** is designed to assist in the reopening and economic recovery of local businesses while ensuring the health and safety of employees and customers. For any questions about this permit please contact the Planning and Zoning Department at 954.757.4158. Applications may be submitted via email to jpanebianco@cityofparkland.org. *There shall be no fee associated with this permit.*

APPLICANT CONTACT INFORMATION

Organization/Business Name _____

Business Owner Contact Name _____ **Contact Phone** _____

Business Owner Mailing Address _____

Business Owner Email _____

Business Tax Number _____

PROPERTY INFORMATION

Shopping Center Name (if applicable) _____

Property Owner Name (if different) _____

Property Owner Contact Name _____ Contact Phone _____

Property Owner Mailing Address _____

Folio Number _____ # of existing indoor seats _____

of approved outdoor seats _____ # of proposed of new outdoor seats _____

Alcohol Served (Y/N) _____

Signature (Business Owner/Officer)

Title

Date

Signature (Property Owner)

Title

Date

Who is eligible:

- Restaurants operating at a reduced indoor capacity, and with a current business tax receipt and all other required licensing.

Purpose of Covid-19 Temporary Outdoor Dining Permit:

- Grants applicant approval to temporarily convert common areas and parking spaces to outdoor dining.
- Tables and chairs may be placed in these areas as permitted and restricted below.
- Open sided tents may be placed over the provided chairs and tables as permitted and restricted below.

Procedures:

1. Submit completed application, including property owner authorization and signatures if applicable.
2. Submit a sketch showing the limits of the outdoor dining area as well and the number and location of tables shall be provided prior to approval. This may be reviewed to ensure Fire Department access is not impeded, tables are safe from traffic, adequate parking remains available to customers, and ADA compliance.
 - a. Plan MUST show: dimensions of proposed area, number and size of tables, number of seats per table, spacing between tables, lighting (where applicable), and any other proposed changes. If the plan proposal includes a tent, the tent can only be used as a type of roof covering without sides. dimensions of the tent(s) MUST be provided.
 - b. Plan may be hand-drawn on, for example, an aerial photo printed from Google Maps or similar service.
 - c. Plan must comply with all state and local distance requirements.
3. Where proposed outdoor dining DOES NOT include vehicular use areas, City staff will verify that all required information has been provided, and will send a reply email stating that the restaurant has been registered for the new/additional outdoor seating. Upon receipt of that email, the new/additional outdoor seating is approved to begin operation. City staff will subsequently visit the establishment to assist the operator in assuring compliance with all applicable rules.
4. Where the proposed outdoor seating DOES include Vehicular Use Areas, staff will verify that all required information has been provided, and will route the proposal for review by Zoning and Fire-Rescue Services staff, which will review the proposal. If the review results in approval, City staff will send a reply email stating that the restaurant has been approved for the new/additional outdoor seating, will state any conditions of approval (if applicable), and will state that the operator must call to schedule an inspection. City staff will inspect the new/additional outdoor seating at the scheduled time. The restaurant owner or restaurant manager must be present in order to immediately address any compliance issues. If the inspection is approved, an email will be sent stating that the new/additional outdoor seating is approved to begin operation.

The City of Parkland hereby grants the COVID-19 Outdoor Dining Temporary Use Permit in adherence to the following stipulations:

1. All uses under this permit shall be in accordance with the Governors Executive Orders, Broward County Orders, City of Parkland Orders, the CDC, and Florida Department of Health Regulations.
2. Must comply with all applicable Fire Department regulations.
3. Applicants shall include the property owner (if not the applicant) on this permit via an authorized signature on page 1 of the application.
4. Operations permitted under this permit are limited solely to outdoor dining. Additional activities or operations other than patron dining are not permitted under this permit.
5. In no instance shall the total seating capacity of an establishment be increased as a result of this permit. The intent is to mitigate a certain amount of the reduced indoor capacity by permitting additional outdoor dining spaces. [For example: if an establishment has a total of 20 indoor seats, the Broward County Executive Order permits restaurants to operate at 50% indoor capacity, or 10 seats. As such, an establishment may apply to place the other 10 seats outdoors].
6. Open sided tents may be installed over approved outdoor dining areas for protection from the elements.
7. All shade protection structures may be subject to removal at the direction of the Building Department in the event of any hurricane activity.
8. No streets, driveways, drive aisles, drive-throughs, or other means for traffic circulations shall be impeded or blocked.
9. A maximum of twenty-five percent (25%) of any vehicular use area may be occupied or otherwise rendered unusable by the placement of temporary structures, equipment, and other features associated with the temporary use permit.
10. Outdoor dining areas shall be separated by remaining parking and vehicular use areas by temporary physical barriers.
11. All sidewalks or other pedestrian paths must maintain a five-foot clear pedestrian path.
12. A minimum of six feet of distance must be maintained between tables, individual diners, and/or groups.
13. All tables or other grouping of seats shall be limited according to the Broward County Executive Order 20-10, restricting parties to no more than ten (10) patrons.
14. New/additional outdoor seating shall not block any established exists from any building.
15. Seating areas shall not encroach into any required landscaped areas or buffers.
16. Umbrellas, tables, chairs, or tents shall not block any rights-of-way, fire lanes, hydrants, or ADA parking spaces.
17. ADA parking spaces shall not be used for outdoor dining purposes. ADA access and parking shall be maintained as approved.
18. Any outdoor dining provided under this permit, within vehicular use areas, shall be located as close as possible to provided crosswalks—while preserving ADA spaces. This is to facilitate the safe crossing of patrons and employees.
19. When a business is located in a multi-tenant building, and is adjacent to another establishment that offers dining - any outdoor dining provided under this permit shall be clustered to the limits of the façade width of the subject tenant space. This is to ensure all tenants have the opportunity to provide expanded outdoor dining areas. This shall not be strictly applied to additional outdoor dining areas provided within parking lots. Rather, when outdoor dining is provided in parking lots, additional dining areas shall be limited to the width of the tenant as feasible.

20. Outdoor dining approved under this permit may operate within the same hours of operation as the establishment. In no instance shall outdoor dining extend beyond these hours of operation.
21. Any alcohol sales or consumption shall comply with state and local guidelines.
22. Temporary or permanent plumbing, electrical, and lighting fixtures shall not be installed as part of this permit.
23. Any directions by the Fire Marshal to modify or discontinue the use due to safety concerns shall be heeded immediately.
24. All outdoor dining areas must be maintained and clean of litter.
25. The City reserves the right to inspect temporary outdoor dining areas for compliance and safety. The temporary outdoor dining permit may be revoked if compliance with the above stated regulations are not maintained.
26. The City reserves the right to require the removal of outdoor dining should it, in the opinion of the City, pose a hazard to the health, safety, and/or welfare of the public.
27. Upon expiration of the existing State/Local orders restricting capacity, or upon a State or Local order allowing 100% restaurant capacity indoors, the use of the outdoor common and/or parking areas for seating shall cease and all areas formerly used for parking shall be returned for parking use. This shall occur within five days from the date of the earlier of either the expiration of the orders, or the permitting of 100% capacity.

GENERAL COVENANT NOT TO SUE AND HOLD HARMLESS

Covenant not to sue executed and to hold harmless on _____ by _____ of _____ here referred to as covenantor, to the City of Parkland, its officers and employees, located at 6600 University Drive, Parkland, FL 33067, here referred to as covenantee.

In consideration of the Covid-19 Temporary Outdoor Dining Permit issued to covenantor by covenantee, the receipt of which is acknowledged, covenantor covenant As follows:

SECTION ONE COVENANT NOT TO SUE AND HOLD HARMLESS As a condition of the permit, Covenantor assumes all risks in the operation of the outdoor dining and in all actions related to the permit being issued. Covenantor will never institute any action or suit at law or in equity against covenantee, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of any claim for damages to property or injury to person which may be occasioned by any activity carried out under the terms of the Permit. Covenantor also agrees to indemnify and shall hold the City, its employees, and officers from any and all causes of action, claims, law suits, penalties, judgments or any other liability of whatsoever kind related to or arising out of the activities permitted herein; this indemnity also extends to all attorneys fees and costs of the City in the defense of any claim or cause of action or other action against the City. This shall be interpreted liberally in favor of the City and is not meant to waive any sovereign immunity.

SECTION TWO INSURANCE The covenantor shall provide liability insurance, in an amount and form acceptable by the City Manager or his/her designee, indemnifying the City against all liability. Said policy shall name the City as an additional insured with 30 days' notice of termination of the policy.

SECTION THREE BINDING EFFECT OF COVENANT This covenant shall inure to benefit of covenantee. It shall bind covenantor, his officers and employees.

SECTION FOUR ENTIRETY CLAUSE This instrument reflects the entire covenant between covenantor and covenantee, and no statements, promises or inducements made by covenantor that are not contained in this covenant not to sue shall be valid or binding.

SECTION FIVE COVENANT UNDERSTOOD BY COVENANTOR Covenantor has carefully read the foregoing covenant not to sue and to hold harmless and know and understands the content thereof.

In witness whereof, covenantor has executed this covenant at _____ this day and year first above written.

Signature

Date

(Attach statement of attorney, if desired.)

For office use only:

Permit has met all criteria for approval: _____

City Staff Signature

Date

Comments: _____
