

Complete this application in its entirety and submit with all required attachments to Andria Glenn, City Legal Dept. aglenn@zsws.com 812-424-7575 ext.226



PERMIT APPLICATION Temporary Outdoor Seating for Restaurant Dining Service

1. RESTAURANT INFORMATION

Business Name	
Street Address	
Phone	

2. PROPERTY OWNER (may be individual or legal entity)

Name	
Address	
City/State/ZIP	
Phone	
Email	

3. APPLICANT INFORMATION (if different from owner)

Name	
Address	
City/State/ZIP	
Phone	
Email	

4. OPERATIONAL INFORMATION (please attach separate documents if necessary)

Requested days and hours of outdoor dining:			
Number of staff on site during outdoor dining hours (per shift):			
Will alcohol be served on site?	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">YES</td> <td style="width: 50%; border: none;">NO</td> </tr> </table>	YES	NO
YES	NO		

5. REQUIRED ATTACHMENTS. EXHIBITS A and B are required for ALL APPLICATIONS. EXHIBITS C and D are only required where the applicant proposes to use City property or right-of-way for any part of the temporary outdoor seating area.

EXHIBIT A: Site Plan with dimensions showing layout, arrangement and dimensions of proposed outdoor seating area relative to the building and surrounding property, including:

- building façade
- property boundaries
- right-of-way boundaries
- adjacent sidewalks and streets
- pedestrian aisles (be sure to leave 48" sidewalk clearance for ADA)
- access to the adjacent building and restrooms
- tables, chairs, umbrellas, barriers
- any other furniture or equipment to be located in or around proposed seating area
- if located in a designated parking area, show location of available parking and identify traffic control measures
- portion of right-of-way (sidewalk, street, or alley) to be used

NOTE: You can use a GIS mapping printout as the basis for your site plan. Follow this GIS Link to search for your property using the Tax Parcel Viewer.

The Site Plan need not be prepared by an architect, engineer, or surveyor, but all dimensions and information must be included or the permit application will not be approved. Drawings to engineer's scale (i.e. 1:10, 20, 30, 40, 50, 60) are preferred and appreciated.

EXHIBIT B: Certificate of Occupancy showing maximum capacity. If a Certificate of Occupancy does not exist or is not available, please call the Building Commission at 812-436-7885 to schedule an inspection to obtain a new Certificate of Occupancy.

EXHIBIT C: Certificate of Insurance showing the City of Evansville and its employees, volunteers, and agents have been added as additional insureds to the applicant's Business Liability Insurance and, if applicable, Alcohol Liability Insurance.

EXHIBIT D: Temporary Outdoor Dining Use Agreement (see below)

6. TERMS AND CONDITIONS (attached). By signing and submitting this application, Applicant represents and warrants that Applicant understands and agrees to the requirements of this Application and the attached Terms and Conditions of the Permit.

Applicant Signature

Date

CERTIFICATION OF PROPERTY OWNER

“I hereby submit that I am legally authorized to execute this application as, or on behalf of, the fee-simple owner of this property. I have read this application and it is submitted with my full knowledge and consent. I authorize City staff and representatives to have access to this property for inspection. The information contained in this application is accurate and correct to the best of my knowledge.”

Name of Individual or Legal Entity:

Signature: _____ Date: _____

Printed: _____ Title: _____

CITY OF EVANSVILLE APPROVAL
(All required signatures must be present for Permit to be valid)

EVANSVILLE FIRE DEPARTMENT – Required for ALL Permits

Signature: _____ Date: _____

Printed: _____ Title: _____

CITY ENGINEERING – Required for all permits requiring encroachment agreement

Signature: _____ Date: _____

Printed: _____ Title: _____

BOARD OF PUBLIC WORKS – Required for all permits requiring encroachment agreement

Signature: _____ Date: _____

Printed: _____ Title: _____

BOARD OF PUBLIC SAFETY – Required for all permits requiring partial street closure

Signature: _____ Date: _____

Printed: _____ Title: _____

**TERMS AND CONDITIONS
OF TEMPORARY SEATING PERMIT**

TERM: This Temporary Outdoor Seating Permit is valid for a period not to exceed 90 days from full execution by the City, unless extended in writing by the City; or 15 days from the date that the restrictions pertaining to restaurant operations contained within Governor Holcomb's Executive Orders, as amended, are lifted, whichever occurs sooner.

TERMINATION: The City of Evansville reserves the right to terminate or temporarily suspend this Temporary Outdoor Seating Permit at any time, for any reason, including but not limited to noncompliance with the terms and conditions of the permit, or the use threatens the public health, safety, and welfare, such as storm events, crowds in excess of permitted capacity, construction, and modifications to the Declaration of Public Health Emergency.

CONDITIONS:

1. Temporary outdoor seating area:
 - a. Area must be located directly adjacent to the establishment, or a location within 100' of the establishment.
 - b. Area must be delineated in some manner by rail, wall, or hedge, being no less than 48 inches tall, and constructed in such a manner as to be removable and not constitute a fixture upon the property.
 - c. Emergency access to all adjacent structures must be maintained at all times.
 - d. Any modification to the approved Site Plan (Exhibit A) must be submitted and approved.
 - e. The proposed dining operation and location will not significantly interfere with the pedestrian traffic or otherwise constitute a health or safety risk.
 - f. The only permitted furniture within the temporary outdoor seating area are tables, chairs, and properly anchored umbrellas, unless specifically approved by the City.
 - g. Tents or other structures requiring a separate approval are not permitted unless specifically approved by the City.
2. Establishments with outdoor seating areas must continue to comply with all applicable Governor's Executive Orders, as amended, which currently include, but are not limited to:
 - a. limiting occupancy of both the establishment and the outdoor seating area to the applicable percentage of the lowest occupancy load on the certificate of occupancy (i.e., 50% before June 14, 2020, 75% after June 14, 2020);
 - b. limiting tables to seat no more than six patrons as a party;
 - c. positioning tables at which dining parties are seated six feet apart from each other.
3. A copy of this permit must be kept on site at all times, and a copy of the Certificate of Occupancy must be on display at all times.
4. All signage must comply with EMC Chapter 18.140.
5. Any light fixtures used to illuminate the outdoor seating area, other than those already installed by the establishment or the City, must be positioned to minimize glare and impact on surrounding properties, and must be illustrated and described on the site plan.
6. No other uses are permitted within the outdoor seating area, including without limitation live entertainment and retail sales.
7. No pets are permitted in the outdoor seating area, except service animals.
8. No open flames, cooking or food preparation is permitted in Temporary Outdoor Seating Areas.
9. Businesses are responsible for properly disposing of all trash in appropriate refuse containers.
10. Revocation
 - a. Any encroachment onto City property granted by this permit shall be revocable by the City without prior notice.
 - b. The Mayor or Mayor's designee shall have the authority to revoke an approved Temporary Outdoor Seating Permit if any of the following occurs:
 - i. The applicant has misrepresented facts or provided false information in the temporary outdoor seating permit application;
 - ii. The outdoor seating area is operated in violation of the terms or conditions of the outdoor seating permit, the encroachment requirements, ATC regulations or health regulations;
 - iii. The outdoor seating area or the establishment is operated in violation of any part of the Evansville Municipal Code not suspended as part of the Program, or other applicable federal, state or local law;
 - iv. The outdoor seating area constitutes a public nuisance or a hazard to the public health, safety, or welfare of the public, or is endangering the life or property of others;
 - v. The Board of Public Works or its designee determines that there is a public need relative to the portion of the sidewalk or street occupied by or otherwise affected by the outdoor seating, including but not limited to work in the sidewalk area.

Business Name: _____
Business Address: _____

**ENCROACHMENT LICENSE AGREEMENT
FOR TEMPORARY OUTDOOR SEATING USE**

THIS ENCROACHMENT LICENSE AGREEMENT FOR TEMPORARY OUTDOOR SEATING (the "Agreement"), is made as of the date it is signed by the Board of Public Works or its designee (the "Effective Date"), by and between the CITY OF EVANSVILLE, INDIANA (the "City") and _____ (the "Business") (collectively, the "Parties").

WHEREAS, the City is the owner of the right-of-way, including streets, sidewalks and green areas (the "Property") as shown on EXHIBIT A – LICENSED AREA attached hereto;

WHEREAS, due to the COVID-19 pandemic, indoor dining service for Business has been prohibited or limited by Executive Orders of Governor Holcomb; and

WHEREAS, the Parties desire to allow the Business to enter upon the Property for the purpose of outdoor seating and dining in conjunction with the Business during the Term, as defined herein.

NOW, THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Grant of Right of Entry. The City hereby grants a temporary right of entry to the Business over the Property, subject to the terms and conditions of this Agreement (the "Right of Entry"). No assignment of the Right of Entry shall be permitted without written consent of the City.
- 2. Use of the Property. Business shall use the Property solely to provide table seating for dining and beverage consumption in accordance with all applicable terms and conditions of the attached TEMPORARY OUTDOOR SEATING PERMIT. The City and the City's authorized representatives may, at any time, enter upon the Property for the purpose of making inspections and verifying compliance with all applicable federal, state, and local law.
- 3. Term of the Agreement & Suspension/Revocation. This Agreement is valid for a period not to exceed 90 days from full execution by the City, unless extended in writing by the City; or 15 days from the date the restrictions pertaining to restaurant operations contained within Governor Holcomb's Executive Orders, as amended, are lifted, whichever occurs sooner (the "Term").
- 4. Condition of the Property. Upon the end of the Term, the Business shall withdraw its agents, invitees, furniture, and other personal property from the Property and cease any further use of the Property. The Business shall restore the Property to substantially the same condition as it was prior to entry, free of trash, material, equipment, and debris.
- 5. Liability, Indemnity, and Claims. Business assumes the entire responsibility for any and all damages to persons or property arising out its use of the Property of this Agreement. Business shall indemnify, hold harmless and defend the City, its agents, officers and employees, from and against all claims in connection with this Agreement.
- 6. Applicable Law. This Agreement shall be governed by the laws of the State of Indiana. All suits for any claims or for any breach or dispute arising out of this Agreement may be brought in the appropriate court of competent jurisdiction in a state or federal court of competent jurisdiction located in the City of Evansville, Indiana, or the United States District Court for the Southern District of Indiana, Evansville Division.
- 7. Insurance. The Business has provided a Certificate of Insurance showing the City and its employees, volunteers, and agents as additional insureds to the Business's liability insurance and, if alcohol is to be served in the Licensed Area, to the Business's alcohol liability insurance, and shall maintain combined single limit coverage of \$500,000 per person and occurrence for personal injuries, and \$50,000 for property damage.
- 8. Termination of Agreement. The City reserves the right to terminate or temporarily suspend this Agreement at any time, for any reason, including but not limited to noncompliance with the terms and conditions of the Temporary Outdoor Seating Permit, or where the use threatens the public health, safety, and welfare, such as storm events, crowds in excess of permitted capacity, construction, and modifications to the declaration of public health emergency by Governor Holcomb or any emergency declarations of the Mayor.
- 9. Business agrees that the Evansville Police Department ("EPD") officers will retain the authority to enforce criminal violations, including trespass at the Property. Any persons who are not permitted upon this Property for legitimate purposes or business patronage, and/or are violating any law, including any executive order, are trespassing. Business authorizes any officer of the EPD to ask any such person to leave the property and ban them from further admittance. Business agrees to support prosecution of any trespassers and will appear in court to testify if necessary.
- 10. Use of the term "City" in this Agreement shall be interpreted to include the City, its agents, officers, employees, and invitees.
- 11. This Agreement shall not be amended, changed, modified, waived or discharged in whole or in part except as provided herein or by written agreement of the Parties.

WITNESS the following signatures:

BUSINESS:

By: _____
Title: _____
Date: _____

CITY OF EVANSVILLE:

By: _____
Date: _____
Mayor / Authorized Designee