

City of Sumter

Outdoor Dining Guidelines

Guidelines for the approval, design, and installation of temporary Outdoor Dining facilities on public sidewalks, other land owned by the City, and in public rights of way (parking spaces).

The City of Sumter seeks to encourage outdoor dining in the central business district. Sidewalk cafes and sidewalk dining areas are indicators of a vibrant downtown. Because the sidewalks and other desirable open spaces are owned by the City, care is necessary to ensure that pedestrian access is preserved and that the welfare of all citizens is protected. The following guidelines along with its companion administrative process are established to achieve this purpose.

Process Overview

Sidewalk dining approval happens in two stages:

- 1) Application, review and approval by the City Planning Department
- 2) Signed Outdoor Dining License Agreement with the City of Sumter

ELIGIBLE APPLICANTS: Property owners or proprietors of eating and drinking establishments are eligible to submit an Application for the installation of outdoor dining facilities on the public sidewalk, on property owned by the City of Sumter, and/or within the public right-of-way:

APPLICATION PROCESS:

A. The following shall be included in the Application:

- 1) Application and \$25.00 fee
- 2) A scaled site plan showing:
 - a. adjacent building outline
 - b. property lines
 - c. sidewalk width
 - d. existing parking stalls, trees, hydrants, light poles etc..
 - e. outdoor seating boundary, seating area placement, and seating plan
 - f. Elevation, perspective drawings and/or pictures

3) Proof of Insurance, Indemnity, and Hold Harmless Statement

4) Construction details:

- a. platform materials and design
- b. decorative fencing, barriers, hits posts, planter boxes etc...
- c. Tables and Chairs
- d. Other design elements

DESIGN PARAMETERS for Outdoor Dining Facilities

A. The proposed outdoor dining area may occupy and or displace a maximum of two parking spaces for outdoor dining. The spaces must be a minimum twenty (20) feet in from a corner and protected by a planters, bollards, barriers, soft hit posts, sidewalk bulb-out, or other similar features acceptable to the City.

B. The proposed location should have a posted speed limit of 25 mph or less.

C. The outdoor dining area should provide a minimum clearance of 12" from the edge of any existing parking apron, where there is parallel, diagonal or perpendicular parking.

D. Raised Flooring or Decking is required when using a parking space for dining, shall be flush with the curb, and not extend more than 6 feet into the parking space. The area shall be constructed and/or installed to conform to the applicable provisions, rules, regulations and guidelines of the adopted building code and the Americans with Disabilities Act (ADA), and the 2010 ADA Standards. A building permit is required for this construction.

E. Outdoor dining areas shall be ADA accessible. The cross slope on the dining area surface may not exceed 2.0% in any direction.

F. The applicant shall maintain all tables, chairs, sidewalk, parking space (including areas under the decking), and all other design elements in a safe, clean, and attractive manner at all times. All outdoor dining furnishings located on a sidewalk or in a parking space such as tables, chairs and parking space barriers (except where decking in place) shall be removed during closed business hours and may not be stored outside. Decking with barriers may remain but must be removed when directed by the City for parades, etc...as determined by the City.

G. For dining areas parallel to the street (on sidewalk or in parking space) alcohol shall be served only to patrons seated in the designated outdoor dining area; for other outdoor dining areas alcohol shall be served to patrons in a defined and enclosed outdoor dining area.

H. Smoking is prohibited within in the outdoor dining area.

J. Rectangular planters (when used) shall be 24” wide x 36” long; round planters shall be 24” in diameter.

K. A minimum five foot wide sidewalk corridor must be maintained at all times for public pedestrian circulation.

L. Standing, portable propane heaters are permitted.

T. Warm white table lighting and under umbrella lighting is permitted. Glare falling outside of the outdoor dining area is prohibited. No other outdoor lighting is permitted. Flood lights are NOT permitted.

M. Furnishings

- Tables and Chairs: Wrought iron, cast aluminum, cane, or teak; padded fabric chairs permitted.
- Umbrellas shall be canvas only.
- To reduce litter, tablecloths and cloth napkins are recommended
- Permanent (non-disposable) plates, glasses, cups, utensils are recommended

N. Tables shall typically be standard dimensions: square 28”, round 30”, rectangular 24” x 36”, with a standard café height of 30”.

OTHER REQUIREMENTS AND PROVISIONS

INSURANCE:

(a) The Owner shall maintain in effect throughout the term of the License Agreement public liability insurance providing for a minimum of \$1,000,000 combined single limit, which insurance shall cover any accident, injuries, or damage suffered on, about, or within the Licensed Area or as a result of rights granted pursuant to this License Agreement. The City shall be named as an additional insured on such insurance policy.

(b) The Owner shall deliver proof of such insurance to the City at the time of application submission. Such proof will be attached to the License Agreement. Proof shall be in the form of a certificate from an insurance company authorized to do business in the State of South Carolina, which certificate shall contain the provision that such insurance shall be non-cancelable except after fifteen days written notice to the City and which names the City as co-insured.

INDEMNIFICATION:

(a) The Owner shall at all times indemnify, defend, and hold the City and its elected officials, employees, and agents harmless against any and all liability, loss, cost, damage, or expense sustained by the City, including attorney's fees and other expenses of litigation arising therefrom, (i) on account of or through the use of public property affected by this License Agreement, improvements constructed thereon, and/or the exercise of any rights granted pursuant to this License Agreement by Owner or by any other person; or (ii) out of, or directly or indirectly due to, any failure of the Owner in any respect promptly and faithfully to satisfy its obligations under this License Agreement or under any applicable law, regulation, rule, or bylaw of any governmental authority.

(b) The Owner also shall at all times indemnify, defend, and hold the City harmless against all liens and charges of any and every nature that may at any time be established against the Licensed Area or any improvements thereon or therein or any part thereof as a consequence, direct or indirect, of any act or omission of Owner as a consequence, direct or indirect, of the Owner's interest under this License Agreement.

Termination

- A. The City has the right to suspend or prohibit the operation of outdoor dining allowed under the permit at any time because of anticipated or actual problems or conflicts in the use of the sidewalk and/or parking space area.
- B. The City has the right to revoke the permit at any time for any reason.