

## **RESOLUTION NO. 13-132**

The City Council finds and determines that the Application of Timbuck 2 for a sidewalk café is due to be approved;

THEREFORE IT RESOLVED by the City Council of the City of Decatur Alabama that the Application for a sidewalk cafe by Timbuck 2 is hereby approved; and accordingly the Mayor is authorized and directed to execute the revocable license agreement for a sidewalk café with that entity on behalf of the City based on the documentation provided to the City.

ADOPTED this 3rd day of June, 2013.



*A Grand City* on a CHARMING SCALE

**Planning Department**

May 16, 2013

Honorable Mayor and City Council  
City of Decatur  
P.O. Box 488  
Decatur, AL 35602

RE: Sidewalk Café application

Gentlemen:

Please find attached an application to use part of the Public Sidewalk (Right of Way) for a sidewalk café from Raymond Padgett for his business Timbuck2 located at 711 Bank Street NE. The City will be issuing a license to allow this. As you may remember, we recently adopted an amendment to the Zoning Ordinance to allow outdoor dining in our two older downtown areas. This is applicable only in these areas because the development practices of the time allowed the buildings to be constructed right at the edge of the Right of Way and the property owners do not have any private property available to them to use for outdoor dining. The DDRA is working closely with the applicants to develop a cohesive look for the sidewalk cafe. They will be helping them with the expense of acquiring the stanchions and chains being used to delineate the sidewalk café area from the 60" net clear opening required for the pedestrian way. Sam Barnette of Godwin Barnette & Woods Architects has donated his time to prepare the drawings for the DDRA as well.



*A Grand City* on a CHARMING SCALE

**Planning Department**

If you have any questions concerning this request, please contact the City Planning Department.

Very truly yours,

DECATUR CITY PLANNING DEPARTMENT

Karen J. Smith, Planner

Cc: Herman Marks, City Attorney  
Bob Sims  
Tina Boyles  
Fire Marshall  
Planning Department  
Police Traffic Division



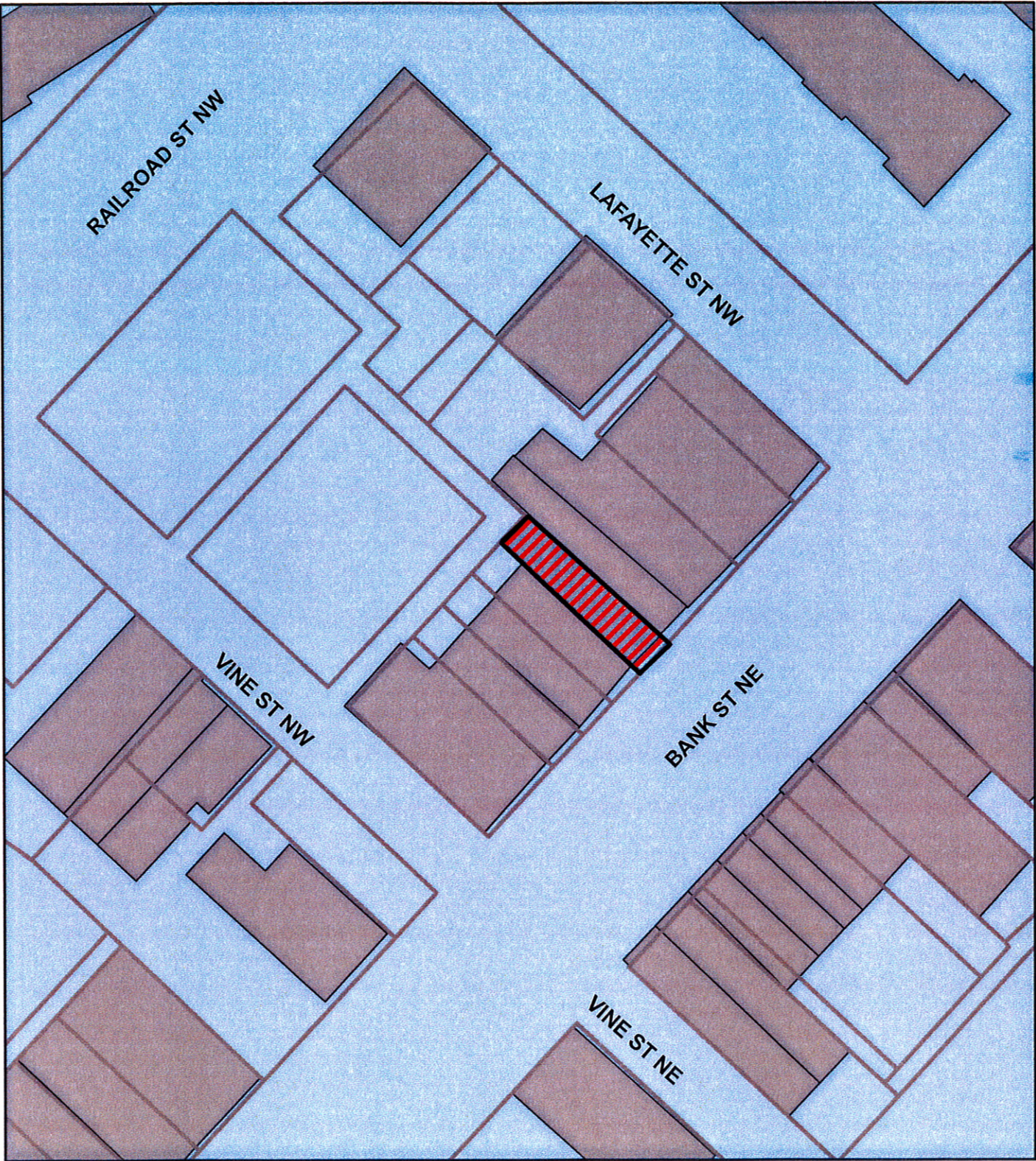










# SIDEWALK CAFE LOCATION MAP



## LOCATION MAP

### Legend

-  bldg
-  corplim

 SUBJECT PROPERTY

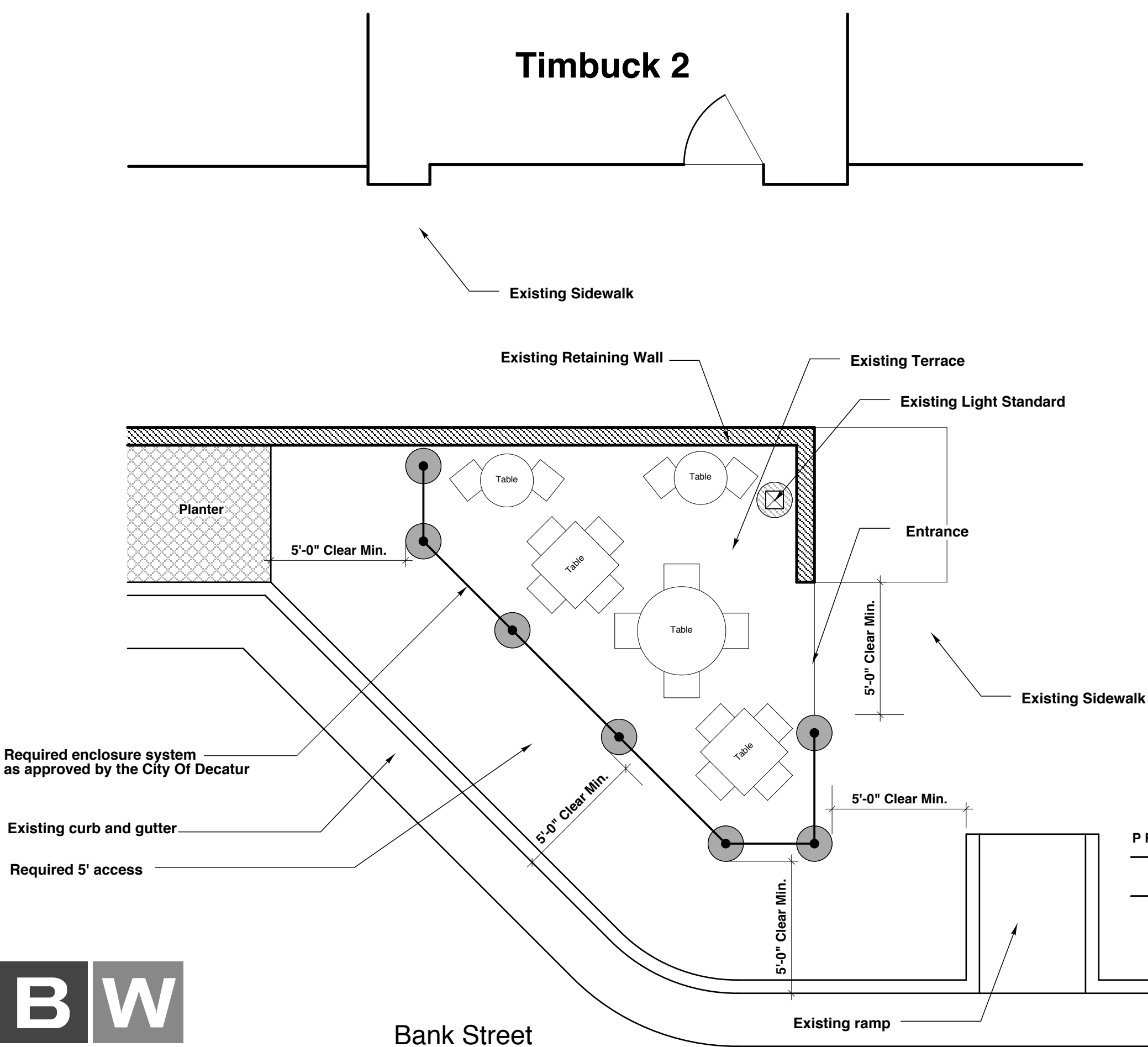
APPLICANT: TIMBUCK2



DRAWING NOT TO SCALE



# Timbuck 2



PROPOSED OUTDOOR CAFE LAYOUT

## Timbuck 2

711 BANK STREET NE, DECATUR, AL

Scale: 1/4" = 1'-0"



Bank Street

REVOCABLE LICENSE  
AGREEMENT  
FOR USE OF PUBLIC  
SIDEWALKS  
BY \_\_\_\_\_

**REVOCABLE LICENSE AGREEMENT FOR SIDEWALK CAFÉS  
SERVING ALCOHOLIC BEVERAGES**

This revocable License Agreement ("License") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Decatur, a municipal corporation in the State of Alabama, hereinafter referred to as "Licensor," and \_\_\_\_\_, hereinafter referred to as "Licensee".

Subject to the terms and conditions hereinafter set forth, Licensor hereby agrees to grant to Licensee a non-exclusive, revocable license for that period beginning on \_\_\_\_\_ and ending with the then-current annual privilege license year, unless revoked sooner by the Licensor or terminated sooner by the Licensee, for that area of the public sidewalk generally described or depicted on the map attached hereto as Exhibit "A," hereinafter referred to as "licensed premises" which is made a part of this License as if fully set out herein.

1. Licensee shall use the licensed premises consistent with Chapter 25, Article 8, of the Code of Decatur, Alabama, as such may be amended from time to time, and for no other purpose. Licensee acquires no vested right to use the licensed premises and understands, acknowledges and agrees that the City may, at any time, and without any process due the Licensee, declare this License to be revoked. This License is nontransferable.
  - a. Approval from the Board of Zoning Adjustment of a Variance to the requirements of Chapter 25, Article 8 with respect to contiguity will be needed prior to execution of this agreement.
2. Licensee shall be responsible for the provision of security within the licensed premises during the period of the license; provided, however, nothing herein shall prevent any law enforcement officer or other official from entering upon the licensed premises to perform any law enforcement function or otherwise administer or enforce any federal, state or local law.
3. Installations required or allowed to be placed upon the sidewalk, including without limitation the location, materials used, style, appearance, event, and/or method of installation, shall be as approved as set forth in Article VIII. In no event shall any installation be affixed, either permanently or otherwise, to any public property so as to damage or deface said public property. Licensee understands and agrees that the City may require installations to be modified at any time and from time to time for the public safety and convenience. All installations shall be installed at the sole cost and expense of the Licensee.



4. Licensee agrees to comply with all ordinances, laws, rules, and regulations pertaining to the use of the licensed premises, including but not limited to Chapter 25, Article 8, of the Code of Decatur, Alabama, as such may be from time to time amended, and shall not use the premises in an unlawful manner. The Licensee shall obtain all licenses and permits, and pay all fees necessary or required. In the event any required license or permit terminates, is revoked, or otherwise expires, then this License and right of use granted herein shall immediately be revoked without any further action necessary by the Licensor.
5. Licensee may serve food and beverage, including alcoholic beverages to the extent which it has been duly licensed to sell in accordance with state and local alcoholic beverage laws, upon the licensed premises; provided such service is consistent with and conforms to the conditions set forth in Chapter 25, Article 8, of the Code of Decatur, Alabama, Alabama, as such may be from time to time amended. In no event shall Licensee allow any alcoholic beverages to be brought upon the licensed premises by a customer or otherwise, which the Licensee has not served or dispensed; and in no event shall Licensee allow any alcoholic beverages to be removed from the licensed premises by a customer or otherwise.
6. Licensee shall make its indoor bathroom facilities available to customers served within the licensed premises, and in no event shall Licensee be allowed to install any outdoor bathroom facilities. Should the City determine that the lighting is required for public safety and convenience, then Licensee shall, at its sole expense and cost, provide such required lighting; provided said lighting shall not be affixed so as to damage or deface public property, and further provided, Licensee shall obtain and maintain any applicable permits for installation and operation of the lighting, including but not limited to electrical permits.
7. Licensor, its officials, officers, employees, and agents shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the Licensor, its officials, officers, employees or agents; Licensee; or by any person who may at anytime be using or occupying or visiting the licensed premises or be in, on or upon the same if such loss, injury, death, or damage shall be caused or result from or arise out of the negligence of the Licensee or of any occupant, visitor or user of any portion of the licensed premises under the terms of this License. Licensee shall indemnify and hold harmless licensor, it's officials, officers, employees, and agents and does hereby indemnify against claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorney's fees and expenses and court costs and fees). Licensee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the Licensor, its agents or employees.



Nothing contained in this paragraph 7 shall be construed as a waiver of any immunity of statutory protection of the City of Decatur, Alabama, and no third party may expand any recovery against the City due to the Licensee's duty of indemnification.

8. . Licensee shall be responsible for keeping the licensed premises clean and in good repair. In addition, Licensee shall see that all tables and chairs and other installations placed upon or over the licensed premises are well maintained and kept in good and presentable condition. The City may at any time and from time to time attach additional conditions to the use of the licensed premises in order to protect and promote the public health, safety and general welfare.
9. Licensee shall provide, proof of commercial general liability insurance with limits of not less than \$ 100,000.00 per occurrence, \$300,000.00 in the aggregate combined single limit, for bodily injury, personal injury and property damage liability which shall be furnished at the time of application. The insurance shall provide for 30 days prior written notice to be given to the City of Decatur if coverage is substantially changed, canceled or non-renewed. The City of Decatur shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the operations of a sidewalk café; and the licensee shall indemnify, defend and hold the City harmless from any loss that results directly or indirectly from the permit or license issuance.
10. Upon the termination, revocations or expirations of this License, Licensee shall, at its sole cost and expense, restore the licensed premises to the condition it was in at the commencement of this License.

**IN WITNESS WHEREOF** the parties have entered into this License Agreement on the date first above written.

**LICENSOR:  
THE CITY OF DECATUR, ALABAMA**

By: \_\_\_\_\_  
Don Kyle, Mayor

ATTEST:

\_\_\_\_\_

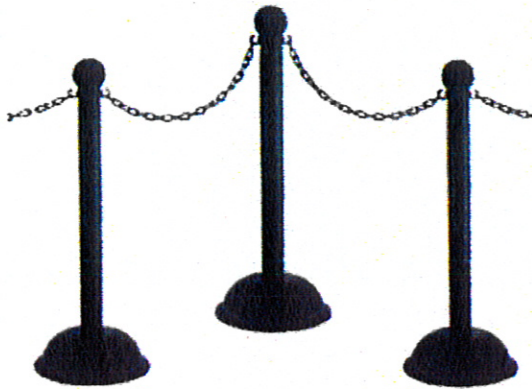
City Clerk

**LICENSEE:**

By: \_\_\_\_\_

Its: \_\_\_\_\_





**Stanchion Kit - Black - 4pk 30' of 2" HD Chain W/ C-Hooks Incl. - 3" Pole, 16" Base, 41" Height**

**Availability:** Usually ships in 3 to 6 days

**Stock No:** T9IB549237

**Our Price: \$140.95**

**Product Specifications**

HEIGHT INCHES	41
COLOR	Black
BASE DIAMETER INCHES	16
BRAND	Mr. Chain
CONSTRUCTION	Polyethylene
DIAMETER INCHES	3
MANUFACTURERS PART NUMBER	71303-4
PACKAGE QUANTITY	4 Stanchion + 30 foot Chain

**Stanchion Kit - Black - 4pk 30' of 2" HD Chain W/ C-Hooks Incl. - 3" Pole, 16" Base, 41" Height**

Effective for Crowd Control applications. Lightweight, durable, UV resistant and will not rust. Base can be filled with sand for additional stability. Made in USA.

**Product Specifications**

HEIGHT INCHES	41
COLOR	Black
BASE DIAMETER INCHES	16
BRAND	Mr. Chain
CONSTRUCTION	Polyethylene
DIAMETER INCHES	3
MANUFACTURERS PART NUMBER	71303-4
PACKAGE QUANTITY	4 Stanchion + 30 foot Chain



## **Untitled**

### **Timbuck2 Sidewalk Cafe Details**

**Owned by:** Raymond Padgett  
868 County Road 322  
Moulton, AL 35650  
(256)566-7902

**Location:** 711 Bank Street  
Owned by Bobby Reeves  
Decatur, AL 35601

#### **Part II**

**All alcohol will be sold only in accordance with the arts & entertainment district rules and regulations. No alcohol or food orders will be taken in the area. All orders are to be placed inside and will be treated as to go orders only.**

#### **Part III**

- 1. 5 tables & 16 chairs**
- 2. see attached plan**
- 3. Hours: Tuesday - Saturday 6:00 a.m. -9:00 a.m.  
11:00 a.m. - 2:30 p.m.**

**\*Sidewalk cafe area including tables & chairs will be cleaned and sanitized daily in accordance with current Health Department regulations**

**\*Employees will check the outside area hourly**

**\*A trash receptacle will be placed within the outdoor cafe to reduce the usage of the city provided receptacle. Trash will be removed daily.**

**\*Tables & chairs will be secured with cable & locks to prevent usage after hours.**

**\*A 5' walkway will be maintained at all times between the building and the outdoor cafe.**

**\*No barricades will be used**