



CITY OF PICO RIVERA

OUTDOOR DINING TEMPORARY USE/ENCROACHMENT PERMIT APPLICATION

APPLICATION NO.: _____ DATE: _____

PRINT APPLICANT'S NAME MAILING ADDRESS PHONE

PRINT PROPERTY OWNER'S NAME MAILING ADDRESS PHONE

Business Name _____

Location of Property _____

Describe how the temporary outdoor business area will operate, how it will be protected/enclosed:

Please list the proposed DAYS and HOURS the temporary outdoor business will occur:

Will there be alcoholic beverages be served? _____
(This applies to restaurants, bars, tasting rooms or other businesses serving alcohol)
(If yes, you must apply for a permit with the Alcoholic Beverage Control)

Property Specifics for :

Number of parking stalls on property: _____

Number of parking stalls available to the tenant: _____

Number of parking stalls used for the temporary outdoor business: _____

Specific Information:

Number of tables and sizes of each: _____

Number of chairs for the tables: _____

Building Division:

Number of coverings (umbrellas, canopies, tents, etc. and sizes of each): _____

Note: Tents under 12' X 12' do not require permits but must be secured from displacement by winds of 85 MPH per the manufacturer's installation instructions. Tents over 12' X 12' are required to be approved by a Building Permit. Manufacturer's installation instructions shall be provided for plan check with the permit application and must be stamped by a licensed engineer. Per Section 105.6.43 of the Los Angeles County Fire Code, an operation permit is required to operate an air supported temporary membrane structure or a tent having an area in excess of 400 square feet. See Building Division for more information.

Will there be electrical equipment? (ex., a PA system, lighting, etc.): _____

1. That adequate temporary parking to accommodate vehicular traffic to be generated by such use will be available either on-site or at alternate locations acceptable to the Zoning Administrator because...

2. That the use would not jeopardize the public peace, safety or general welfare, or be injurious or detrimental to properties adjacent to, or in the vicinity of, the proposed location of the activity because...

3. That the use will comply with ADA requirements for disability access to both the building and restrooms, whether temporary or permanent because...

If the applicant does not own the property included in this application, submit a letter of consent from the property owner(s) or provide owner (or authorized for owner) signature below.

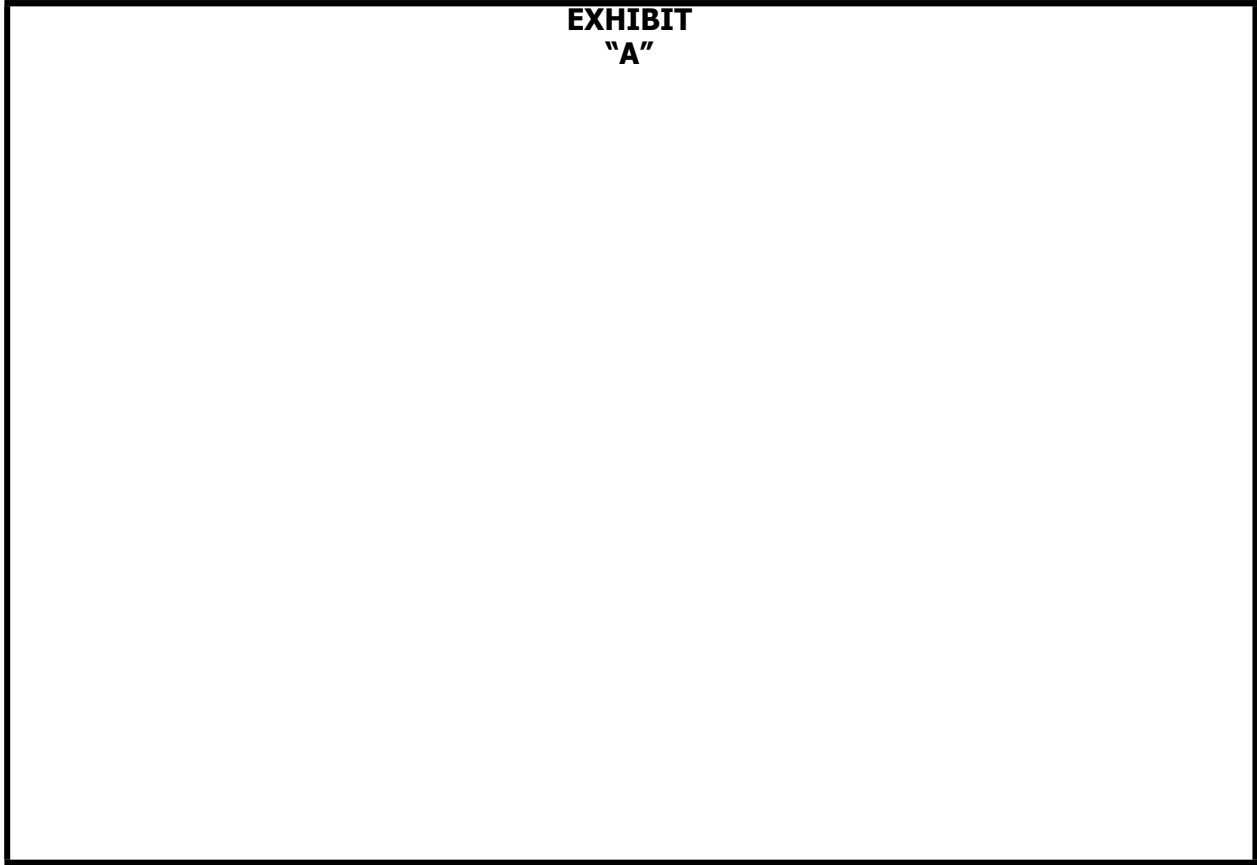
Signature of Applicant

Signature of Property Owner

ADDRESS _____ APPLICATION NO. _____

APPLICANT _____

SITE PLAN
EXHIBIT
"A"



1. All Temporary Use related items shall be removed upon the Ending Date below.
2. At the end of the Temporary Outdoor Dining/Encroachment Permit period, a field site inspection will be conducted to verify removal of all Temporary Use items. Applicant understands that the City may cancel the permit at any time deemed necessary.

(FOR DEPARTMENT USE ONLY)

RECEIVED BY: _____ APPROVED _____
Planning Division/Date

RECEIVED BY: _____ APPROVED _____
Public Works/Date

ENDING DATE: _____ DENIED _____
Signature/Date

EXHIBIT B CONDITIONS OF APPROVAL

Applicant shall comply with all the following Conditions of Approval, in addition to the requirements of the Los Angeles County Public Health Department Health Order found at <http://publichealth.lacounty.gov/media/coronavirus/>.

1. **Operation Area.** Applicant may operate an outdoor dining area, as specified herein, only on a portion of the private property or public street right-of-way area of the City Property, (hereinafter the "Premises") as shown on the plans that have been reviewed and approved. The Plans are attached hereto as Exhibit "A" to the Permit and are incorporated herein by reference.
2. **Authorized Activity.** Applicant shall not use the Premises or any equipment, furniture or fixtures except as set forth in this Permit and in the Plans. The only products Applicant may dispense on the Premises are food and beverage products consistent with the Applicant's approved business activity.
3. **Business Hours.** Applicant may operate its business on the Premises between _____ to _____ p.m. Monday through Friday.
4. **Removal of Property.** All materials and structures should be easily movable and temporary. Applicant must remove all objects, equipment, furniture, fixtures, and other materials from the Premises when not authorized to operate its business on the Premises. Said objects must be removed within 30 minute of the business operation hours authorized in paragraph 3. The City is not responsible for personal or private property left in the public right-of-way.
5. **Unobstructed Path.** At all times the use of the Premises shall allow for an unobstructed pedestrian path adjacent to the Premises in accordance with the requirements of the Americans with Disabilities Act as well as the most restrictive of any applicable State, County, or U.S. Center for Disease Control social distancing guidelines. Such pedestrian path must be entirely clear of all obstacles, including parking meters, light standards, utility poles, newspaper stands, tree wells, driveway approaches and curb ramps. The applicant shall provide a portable ADA bathroom in the outdoor parking area as depicted by Exhibit A.
6. **Maintenance.** Applicant at its own expense shall keep the Premises in a clean and sanitary condition and upon the end of weekly permitted business operation on the Premises and upon expiration of this Permit, or upon earlier termination of this Permit, shall return the Premises to City in as good a condition as they now are. If Applicant does not keep the Premises clean, and fails to correct any unclean or unsanitary condition after being notified in writing to do so by City, City may enter the Premises and remedy the condition(s), at the sole cost of the Applicant, or terminate this Permit immediately.
7. **Trash and Rubbish.** No boxes, barrels, supplies or rubbish in any form shall be kept, piled or stored in the Premises or surrounding areas unless approved in advance by City. Applicant shall provide at its own expense standard trash receptacles and ash cans approved by the City.
8. **Conduct.** Applicant shall at all times conduct and operate its business in a quiet and orderly manner to the satisfaction of City and in compliance with applicable laws, regulations and permits so that same shall not become or constitute a nuisance either public or private. City shall bear no responsibility for any loss, damage or destruction of Applicant's equipment, improvements or betterments, even if Applicant fails to procure and maintain the personal property insurance required hereunder.
9. **Noise.** Restaurants must comply with City noise regulations and may not have live music or amplified sounds.
10. **Lighting.** Lighting shall be include as part of the plan and must be approved as part of this permit.
11. **Electrical.** Temporary electrical connections, such as extension cords, are not permitted.

12. Smoking. Smoking is prohibited in the portions of the right-of-way used for outdoor dining areas.
13. Alterations and Repairs. Applicant shall not make any changes to or remove any portion of the Premises without first securing the prior consent of City in writing. All such changes or removals shall be approved at the sole discretion of the City.
14. Alcohol Service. Alcoholic beverages may not be served or consumed in the outdoor dining area, unless otherwise authorized by California's Department of Alcohol, Beverage Control ("ABC").
15. Compliance with Other Applicable Laws. Applicant shall conduct its business in accordance with all federal, State, County and City laws, ordinances, rules and regulations as may from time to time be applicable to such business, including but not limited to rules and regulations related to design and construction of improvements, handicap access, the sale of food, the sale of alcohol, lighting, and the provision of utilities. Applicant shall be required to obtain any and all permits and licenses as may from time to time be required in connection with the services to be performed under this Permit and the operation of an outdoor dining area for food and beverages, including a business license.
16. Compliance with Applicable Health Orders and Guidance. Applicant shall comply with all applicable requirements of any Order of the State Public Health Officer or the Los Angeles County Health Officer, including requirements for "Social (Physical) Distancing" and implementing and posting a "Social (Physical) Distancing Protocol". Applicant must review and implement procedures set forth in Industry Guidance documents as required by the California Department of Public Health.
17. Access by City Representatives. Applicant shall permit the City, its officers, employees and agents to enter upon the Premises at any time, including for the purpose of repair, maintenance, or replacement of the facilities or properties on or in the Premises. Applicant waives any and all claims for damages or liability in connection with such repair, maintenance, or replacement.
18. Applicants and their customers shall not place any objects within the required sidewalk width, accessible paths or any portion of the public right-of-way that is not part of the Premises, as described and depicted in Plans set forth in Exhibit "A", attached hereto and incorporated by reference.
19. Applicants use of the Premises is subject to temporary modification or suspension at any time based on the public's priority for use of City right-of-way as determined solely by the City.
20. Utilities damaged or broken by the Applicant shall be repaired or replaced to the satisfaction of their owners at
21. Applicant's expense. Any trees, shrubbery, or landscaping damaged shall be replaced as directed by the City's Authorized Representative.
22. Applicant shall not make any changes to or remove any portion of the Premises without first securing the prior consent of City in writing. All such changes or removals shall be approved at the sole discretion of the City's Authorized Representative.
23. Licensee shall at all times conduct and operate its business in a quiet and orderly manner to the satisfaction of City and in compliance with applicable laws, regulations and permits so that same shall not become or constitute a nuisance either public or private. Licensee shall obtain and maintain during the term of this Permit all necessary licenses, permits, and certificates required by law for the use of the Premises under this Permit, including a business license. City shall bear no responsibility for any loss, damage or destruction of Licensee's equipment, improvements or betterments, even if Licensee fails to procure and maintain the personal property insurance required hereunder.

EXHIBIT C

INSURANCE PROVISIONS

1. Insurance. Applicant shall procure and maintain at Applicant's own cost and expense for the duration of this Permit, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the condition of the Premises or the possession, occupancy, operation and use of the Premises by Applicant, Applicant's agents, representatives, employees, or subcontractors.
 - A. Extent of Coverage. Applicant shall procure limits of insurance coverage in the following minimum amounts:
 - i. Comprehensive General Liability: One Million Dollars (\$2,000,000), per occurrence for bodily injury and property damage. Such comprehensive liability policy shall expressly include coverage for fire legal liability coverage shall be at least as broad as ISO form CG 0001.
 - ii. Liquor Liability. If alcohol is served, full liquor liability and submission of an ABC liquor license Insurance Affording Coverage Including Insurer's NAIC numbers on ACORD form.
 - iii. Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California.
 - B. Duration of Coverage. Applicant shall procure and maintain the insurance coverage described in section 1 (A) prior to commencing occupancy of the Premises and for the entire term of such occupancy.
 - C. Deductibles and Self-Insured Retention. Such insurance policies shall have no deductibles or self-insured retentions unless approved in advance by City's Risk Manager in writing. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects City, its officials, and employees; or Applicant shall procure a bond guaranteeing payment of losses, related investigation, claims administration and defense expenses.
 - D. Other Insurance Provisions.
 - i. General Liability:
 - (I) City, members of its City Council, boards and commissions, officers, agents and employees are to be covered as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to City, members of City Council, boards and commissions, officers, agents, and employees.
 - (II) Applicant's insurance coverage shall be primary insurance as respects City, members of its City Council, boards and commissions, officers, agents, and employees. Any insurance or self-insurance maintained by City, its officials, and employees shall be in excess of Applicant's insurance and shall not contribute to it.
 - (III) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Council, boards and commissions, officers, agents, and employees.
 - (IV) Coverage shall state that Applicant's insurance shall apply separately to each insured against whom a claim is made or suit

is brought, except with respect to the maximum limits of the insurer's liability.

- ii. Worker's Compensation, Employer's Liability and Property Coverages: The insurer shall agree to waive all rights of subrogation against City, members of its City Council, boards and commissions, officers, agents, and employees for losses arising from the condition, occupancy, possession of the Premises or any activities or operations of Applicant herein.
- iii. All Coverages.
 - (I) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City as set forth in this Permit.
 - (II) If Applicant, for any reason, fails to maintain insurance coverage which is required pursuant to this Permit, the same shall be deemed a material violation of the terms and conditions of this Permit and constitutes sufficient cause for immediate revocation of this Permit. City, at its sole option, may obtain (but has no obligation to do so) such insurance in Applicant's name or as agent of Applicant and shall be compensated by Applicant for the costs of the insurance premiums or may deduct such costs from the security deposit required hereunder. Applicant shall pay City interest on paid insurance premiums at the maximum rate permitted by law computed from the day written notice is received that the premiums have been paid.
- E. Acceptability of Insurance. All insurance policies are to be placed with insurers holding a "General Policy Holders' Rating" of A: VII or better as set forth in the most current issue of "Best's Insurance Guide" and shall be admitted to do business in California.
- F. Verification of Coverage. Prior to exercising any right granted under this Permit, Applicant shall furnish City with a certificate or certificates of insurance verifying all insurance coverage required hereunder. Said certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf.
- G. Broader Coverage/Higher Limits. If Applicant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- 2. Hold Harmless and Indemnify.
 - A. Applicant shall indemnify, defend and hold harmless the City, its officials, agents, employees and volunteers against any and all liabilities, losses, claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, including but not limited to attorney's and expert fees and court costs, arising out of or connected with Applicant's performance or activities arising out of this Permit, the installation and maintenance of any facilities or the use of any public right-of-way by Applicant's employees, officers, officials, agents, transferees, contractors or subcontractors. This indemnification shall not apply to any liabilities, losses, claims, actions, causes of action or demands arising from City's sole negligence, willful misconduct or criminal acts.
 - B. Without limiting the generality of the foregoing, Applicant agrees that no City party shall be liable for any injury to Applicant's business or any loss of income therefrom, or for damage to the goods, wares, merchandise, improvements or other property

of Applicant, Applicant's officers, agents, employees, contractors, invitees, or customers, or any other person in, on or about the Premises, or personal injury or death of Applicant, its officers, agents, employees, contractors, invitees, and customers.

- C. Applicant shall further indemnify and hold harmless City from and against any and all claims arising (i) from any breach or default in the performance of any obligations on the part of Applicant to be performed under the terms of this Permit and the encroachment permit issued pursuant hereto, (ii) from any negligence or other wrongful conduct of Applicant, or (iii) from the issuance of the encroachment permit. In the event any action or proceeding is brought against City by reason of such claim, Applicant, upon notice from City, shall defend such action or proceeding at Applicant's expense, by legal counsel satisfactory to City.
- 3. Prohibition on Transfer. Applicant shall not assign, sublease, hypothecate, or transfer this Permit or any interest therein directly or indirectly by operation of law or otherwise without the prior written consent of City. Any attempt to do so without said consent shall be null and void, and no assignee, sublessee, hypothecatee or transferee shall acquire any right or interest by reason of such attempted assignment, hypothecation or transfer.
- 4. No Vested Right. Nothing in this Permit or these Conditions of Approval shall be considered an entitlement for use of an outdoor dining and seating area in the public right-of-way, or to confer any vested rights or property interest to any ongoing or continuing activities beyond the expiration of this Permit. The permission to use the designated public right-of-way is revocable at any time at the City's sole discretion, or upon expiration of the City's emergency declaration, or in the interest of the public health, safety and welfare. The City shall at all times retain exclusive final authority over the public right-of-way areas, including the right to use the right-of-way for maintenance of utilities, or other public infrastructure, and as necessary to protect the public health, safety, and welfare. If a restaurant fails to comply with the terms and conditions of an approved Outdoor Dining Temporary Use/Encroachment Permit, the Community & Economic Development or Public Works Director, or his/her designee, may revoke the Permit.

I agree to comply with all terms and conditions contained in Executive Order, any issued Outdoor Dining Temporary Use/Encroachment Permit including Exhibit "A" Site Plan, Exhibit "B" Conditions of Approval and Exhibit "C" Insurance Provisions. I acknowledge receipt of a copy of this Permit and the Conditions of Approval and agree to comply with all conditions contained therein:

Name: _____ Business Name: _____

Signature: _____ Cell: _____
Applicant

Signature: _____ Cell: _____
Property Owner

Date: _____ Business Phone: _____