

Outdoor Dining Encroachment Permit

(Special Permit for Local COVID-19 Disaster Declaration)



City of Sierra Madre

Public Works Department
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
(626) 355-7135
www.cityofsierramadre.com

PERMITTEE INFORMATION					
DATE RECEIVED			BUSINESS NAME		
BUSINESS ADDRESS			BUSINESS LICENSE #		
PERMITTEE NAME			MAILING ADDRESS		
CITY	STATE	ZIP CODE	PHONE NUMBER		

PROPERTY OWNER INFORMATION			BUSINESS OWNER INFORMATION		
NAME			CONTACT NAME		
MAILING ADDRESS			MAILING ADDRESS		
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
PHONE NUMBER			PHONE NUMBER		

DESCRIPTION OF ENCROACHMENT REQUESTED (See attached Site Plan)			
NUMBER OF TABLES	NUMBER OF UMBRELLAS	NUMBER OF CHAIRS	NUMBER OF TENTS/CANAPY'S

INSURANCE INFORMATION			
GENERAL LIABILITY		WORKERS' COMPENSATION	
COMPANY NAME		COMPANY NAME	
COVERAGE	POLICY NUMBER	COVERAGE	POLICY NUMBER
EXPIRATION DATE		EXPIRATION DATE	
COVERAGE LIMIT PER OCCURRENCE		COVERAGE LIMIT PER OCCURENCE	

CITY USE ONLY City Staff Approval Required	
☐ Standard condition signed ☐ Business registration verified ☐ Reviewed by Business Licensing ☐ Reviewed by Development Services	☐ Permit Fee Submitted (Waived During Declaration) ☐ Site Plan Submitted ☐ Certificate of Insurance and Endorsement Submitted ☐ Certificate of Insurance Reviewed by Risk Management

PERMIT ISSUED BY:	PERMIT EXPIRATION DATE: End of Local COVID-19 Disaster Declaration or June 30, 2021
DIRECTOR OF PUBLIC WORKS:	DATE:

NOTE TO PERMITTEE: Attached to this application please provide a site plan or other documentation depicting:

- The length and width of all outdoor areas designed for dining in the Public Right-of-Way, the total square footage and exact dimension of the proposed dining areas, and the proposed pedestrian circulation pattern;
- The location of any trees, benches or trash cans and the type of adjacent public parking (i.e. parallel parking, angle parking); and
- The size, number and location of the tables and chairs; and the height and width of the umbrellas.

PERMIT CONDITIONS

I, the undersigned permittee, have reviewed these Permit Conditions and agree to the following:

- The permittee agrees that City of Sierra Madre, its employees, agents and officials shall, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorneys' fees, litigation expenses, court costs or any other costs arising out of or in any way related to the issuance of this encroachment permit, or the activities conducted pursuant to this approval. Accordingly, to the fullest extent permitted by law, the permittee shall defend, indemnify and hold harmless City of Sierra Madre, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorneys' fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this approval, or the activities conducted pursuant to this approval, unless solely caused by the gross negligence or willful misconduct of the City of Sierra Madre, its officers, employees, or agents. Permittee shall pay such obligations as they are incurred by the City of Sierra Madre, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.
- The permittee acknowledges the City's ownership of the encroachment area as depicted in the site plan. The permittee shall not encroach into any area outside of the permitted area as depicted on the approved plan. The permittee shall not install any permanent fixtures or equipment upon City property, except as expressly depicted and identified on the approved site plan, or approved in writing by the Director of Public Works subsequent to issuance of permit.
- This permit is valid for one year from the date of issuance or rescinding of Local COVID Disaster Declaration, whichever occurs first. In its sole and absolute discretion, the City may interrupt or terminate this permit at any time. The City, acting through the Director of Public Works, may prohibit the operation of sidewalk dining at any time due to anticipated or actual problems, conflicts or emergencies. Such problems and conflicts may arise from but are not limited to, scheduled festivals and similar events, or parades or marches, or repairs to the street and/or sidewalk, or from demonstrations or emergencies occurring in the area. To the extent possible, the permittee shall be given prior written notice of any time period during which the operation of the sidewalk dining will be prohibited by the City.
- Insurance requirements:

INSURANCE

Application for Outdoor Dining Encroachment Permit shall be accompanied by an assurance that if the permit is issued, the permittee shall, at all times of the receipt of said permit, deliver to the City evidence of general liability insurance, including an additional insured endorsement, and other required insurance.

The City reserves the right to require higher general liability insurance limits.

During the term of this permit, permittee shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property in the following amounts; Procurement of insurance by permittee shall not be construed as a limitation of permittee's liability or as full performance of permittee's duties to indemnify, hold harmless and defend.

GENERAL LIABILITY INSURANCE

Permittee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. The City of Sierra Madre, its officers, officials, agents, and employees shall be included as additional insureds on the policy.

WORKERS' COMPENSATION INSURANCE

Permittee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Permittee shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City of Sierra Madre, its officers, agents, employees and volunteers.

PRIMARY/NON-CONTRIBUTING

Coverage provided by permittee shall be primary and any insurance or self-insurance procured or maintained by the City of Sierra Madre shall not be required to contribute with it.

PROOF OF INSURANCE

Permittee shall provide certificate of insurance to Agency as evidence of the coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City of Sierra Madre at all times during the term of this permit. The City of Sierra Madre reserves the right to require complete, certified copies of all required insurance policies, at any time.

WAIVER OF SUBROGATION

All insurance coverage maintained or procured pursuant to this permit shall be endorsed to waive subrogation against the City of Sierra Madre, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow permittee or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Permittee hereby waives its own right to recovery against the City of Sierra Madre,

ACCEPTABLE INSURERS

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the list of Approved Surplus Line Insurers in the state of California, with an assigned policyholder's Rating A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

REQUIREMENTS NOT LIMITING

Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purpose of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the permittee maintains higher limits than the minimums shown above, the City of Sierra Madre requires and shall be entitled to coverage for the higher limits maintained by the permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sierra Madre.

NOTICE OF CANCELLATION

Permittee agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

The permittee shall be responsible for timely reimbursement of any deductible amount for any claim or suit which may be presented to its insurer(s).

5. Additional requirements:

- At all times during the term of this permit, the permittee shall possess a valid city business license.
- The permittee must comply with the American Disabilities Act, Title 24 of the California Code of Regulations and other applicable state and federal laws.
- A 5-foot wide continuous walkway on sidewalks for pedestrian use is required.
- Objects placed on the street or sidewalk must not interfere with pedestrian or vehicular safety, visibility of pedestrians from the roadway, visibility of motorists or bicyclists, or otherwise result in traffic safety hazards. Objects on the street or sidewalk must be placed as depicted on the approved plan or as otherwise approved in writing by the Director of Public Works.
- Lighting may only be installed as depicted on the approved plan or as otherwise approved subsequently in writing by the Director of Public Works. Lighting may not interfere with the safe operation of vehicles or be glaring to pedestrians.
- The street and/or sidewalk must be kept clear of litter and food scraps at all times. The street encroachment area and/or sidewalk must be swept at the end of the business day by the permittee if food is consumed in the sidewalk area. At the determination of the Director of Public Works, a thorough cleaning of the encroachment area may be required to bring the area to a sanitary condition.
- Any portion of an umbrella extending into the encroachment areas or pedestrian walkway must be a minimum of six feet eight inches in height and must not obstruct the view of pedestrians, the motoring public or bicyclists in such a way as to create a safety hazard. Chairs, tables/umbrellas shall be of high quality materials and reflect appropriate community design. The bases of umbrellas or tables with umbrellas must be weighted and are to be maintained and removed at the close of each working day/night. No permanent fixture or hole, etc. shall be constructed on the public sidewalk.
- Heat lamps require approval from the Department of Public Works and Fire Department.
- The sidewalk dining area must be cleared of all tables, chairs and other obstacles at the end of each business day.
- Whenever seating provided in the sidewalk dining area is accessible to the public, an employee must be available to serve customers as needed and keep the permitted area clean.
- This Permit is provisional. The City does not grant ownership of the City right-of-way to the permittee. The subject project is constructed at the full risk of the permittee.
- Permittee shall notify the city immediately if there is any defect or hazard on public property in or near the sidewalk or street dining area.
- Approval of this permit pursuant to SMMC 12.12.030 does not constitute an approval or issuance of a permit under any other provision of the Municipal Code or applicable local, state or federal law. For example, on-site sale of alcoholic beverages is subject all requirements of the California Department of Alcoholic Beverage Control and/or Los Angeles County of Public Health.
- This permit for the use of public sidewalks or streets for dining purposes shall be granted solely for the purpose specified herein. Any changes, modifications or revisions to the approved use shall be subject to approval by Director of Public Works.
- This permit shall not become effective until all applicable conditions of approval for the permit have been met. All conditions of approval shall be observed throughout the duration of the permit.

SIGNATURES

SIGNATURE OF PERMITTEE		DATE
PRINT NAME AND TITLE		

PUBLIC WORKS USE ONLY

PERMIT APPROVED BY:	INSURANCE REQUIREMENTS SUBMITTED	PERMIT NUMBER	CONTACTED UNION(S)
	☐ GL ☐ WC ☐ Endorsement		
PUBLIC WORKS DIRECTOR SIGNATURE	PRINT NAME	DATE	