



# TEMPORARY PARKLET DINING PERMIT

This permit is for the allowance of temporary parklet dining only, in accordance with state orders and in the interest of allowing restaurants some relief due to circumstances caused by the COVID-19 virus. This following information provides the regulatory process required by the City of Seal Beach to allow temporary parklet dining activity within the Main Street business corridor. Additional requirements may be imposed by a County, State or Federal agencies. The City will closely monitor government policy changes, Center of Disease Control (CDC) guidelines, government mandates, and Public Health directives and provide on-site and online support to businesses and property owners.

## **OUTDOOR PARKLET DINING/SEATING LOCATIONS:**

The locations available for temporary parklet dining are limited to the Main Street business corridor, which consists of Main Street between Ocean Avenue and Pacific Coast Highway as well as Central Avenue and the north side of Ocean Avenue within 150 feet of Main Street.

## **GENERAL REQUIREMENTS:**

Each restaurant within the Main Street business corridor may apply for one parklet dining area, with exception to restaurants that have private parking available for outdoor dining. A maximum of two angle parking or one parallel parking space shall be available per restaurant. Prior to operation, a physical inspection of the outdoor dining parklet area is required. Temporary parklet dining permits may be revoked at any time if the requirements herein, stated on the permit or in the encroachment agreement are not met or upheld during operation. The restaurant establishment is solely responsible for the arrangement or removal of all the physical elements within the parklet dining area and restoration of the area to its existing condition upon the termination or expiration of this permit.

**Location:** The temporary parklet dining area must be set up in an area that can properly accommodate such a use and may not expand beyond the parklet boundary. The City will provide barricades between the parklet and the street drive lane. Applicant is responsible for establishing barriers between the parklet area and adjacent parking stalls. Vehicular and pedestrian circulation surrounding the parklet must be maintained. Dining tables shall be placed in a manner that observes at least six-foot social distance between groups of customers.

**ADA Access:** The outdoor dining area shall not interfere with access under the Americans with Disabilities Act. A minimum 5-foot clear hardscape unobstructed ADA access must be maintained on all public sidewalk/walkway areas. ADA access to the temporary parklet dining area is required unless other accessible outdoor dining tables are provided by the restaurant.

**Fixtures & Furnishings:** All tables, chairs, umbrellas, floor coverings, dining decks, lighting and other accessories used in the outdoor dining area shall be removable, maintained in good visual appearance and condition at all times, and arranged within the perimeter barrier. Pop-up umbrellas must be secured at all times to ensure safety. The placement of tables and chairs shall adhere to all applicable social distancing requirements. Additional information with regard to social distancing requirements can be found at <https://covid19.ca.gov/pdf/guidance-dine-in-restaurants.pdf>.

**Hours:** Unless hours of operation are expressly extended or restricted by the permit, hours of operation for temporary parklet dining areas shall coincide with the restaurant normal hours of operation and shall conclude no later than 10:00 p.m.

**Permit Duration:** Temporary parklet dining permits issued shall automatically expire January 31, 2021 or thirty (30) days after the end of the Statewide Declaration of Public Health Emergency, whichever is sooner, unless extended by the Seal Beach City Council.

**Serving and Consumption of Alcohol:** Restaurants licensed by the State of California to sell and allow on-premises consumption of alcoholic beverages will be allowed to do so within the temporary parklet dining areas following approval of an ABC Temporary Catering Permit. A copy of the permit and verification of approval shall be furnished to the City of Seal Beach prior to providing service.

**Miscellaneous Items:**

- A temporary parklet dining area shall be an accessory use to an existing Main Street business corridor restaurant.
- Appropriate lighting of the temporary parklet dining area is required if operating outside of daytime hours.
- No heating, cooking or open flames are permitted in the temporary parklet dining area. However, space heaters are permitted provided that they are an outdoor approved type, are located in accordance with the manufacturer's recommendations, and are located at least two (2) feet from the edge of any umbrella canvas, any foliage, or any other flammable object or material.
- No food preparation, plastic food displays, food storage, or refrigeration apparatus shall be allowed within the temporary parklet dining area.
- Umbrellas and other decorative material shall be fire-retardant, pressure-treated or manufactured of fire-resistant material. No portion of an umbrella shall be less than six (6) feet, eight (8) inches (eighty (80) inches) above and shall not extend beyond the temporary parklet dining area.
- Temporary parklet dining areas shall not use glass or breakable dishes.
- Signage associated with the temporary parklet dining area shall be identified with the permit.
- Smoking and vaping shall be prohibited within the temporary parklet dining areas.

*\* A full list of temporary parklet dining operating standards are provided below.*

The City reserves the right to modify or remove a temporary parklet dining area that (i) creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic due to existing conditions on the surrounding public right-of-way if it finds the installation represents a danger to the health, safety or general welfare of the public (ii) a business violates the requirements of the temporary parklet dining permit or State, County and Local orders.

The City may require the temporary or permanent removal of the temporary parklet dining space when redevelopment or improvements of the street or sidewalk, or utility repairs necessitates such action, or the permittee fails to comply with the criteria set forth in existing City ordinances. Any costs incurred by the City for removal or storage of sidewalk tables, chairs and other equipment shall be the responsibility of the business. The City is not responsible for any damages or loss of equipment removed pursuant to this subsection.



TUP Number: \_\_\_\_\_  
**City of Seal Beach**

211 8th Street, Seal Beach, CA 90740  
 Phone (562)-431-2527  
 Sealbeachca.gov

## APPLICATION FOR TEMPORARY PARKLET DINING PERMIT

Legal Name of Business			
Business Address	City	State	Zip
Business Owner's Name		Phone	Email

**24-HOUR CONTACT INFORMATION:**

Business Contact's Name and Position		Signature
Date	Phone (24-hour)	E-mail

**PERMISSION FROM PROPERTY OWNER:**

Property Owner's Name	Property Owner Address	City/State/Zip	
Property Owner's Signature (confirming affidavit below)	Date	Phone	Email

Application is hereby made for use of a temporary parklet dining area within the Main Street business corridor. I/We \_\_\_\_\_ (Name & Organization) hereby certify that the above information is complete and I/we will be responsible for adhering to all conditions of approval and providing all applicable permits and accessibility in accordance with standards set by State, Federal and local laws.

Signature of Applicant	Date
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## APPLICATION SUBMITTAL CHECKLIST

- Written permission and signature from property owner (*if applicable*).
- Copy of City of Seal Beach Business License.
- Copy of Approved ABC COVID-19 Temporary Catering Authorization Application (*If applicable*).
- Executive summary of your business (scope of business).
- Complete Exhibit A - Temporary Outdoor Dining / Encroachment Use Within The Public Right of Way Encroachment Agreement
- Site Plan with accurate, dimensioned, scaled drawings showing the business storefront, storefronts adjacent to the business, and the full sidewalk, street, and proposed parklet dining area. Size and font must be legible.
  - Delineate and dimension the area proposed for the permit.
  - Show and label all proposed furniture and appurtenances requested to be placed within the proposed permit area.
  - Provide north arrow, scale, street name, business address, and business name.

Community Development <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date: _____	Comments: _____ _____
Planning <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date: _____	Comments: _____ _____
Building: _____	Date: _____	Comments: _____
Public Works: _____	Date: _____	Comments: _____ <input type="checkbox"/> Emailed
Police: _____	Date: _____	Comments: _____ <input type="checkbox"/> Emailed
OCFA: _____	Date: _____	Comments: _____ <input type="checkbox"/> Emailed

**PARKLET DINING STANDARDS, please check  next to each standard, indicating that they have been reviewed.**

- Permittee shall erect no permanent structure within the temporary parklet dining area.
- Restaurants must be in good-standing with the City, have a valid business license, no pending health or code enforcement matters, and not be delinquent in the payment of any business license fees or taxes owed the City.
- An approved copy of the COVID-19 Temporary Catering Authorization Application submitted to the Alcoholic Beverage Control must be provided upon issuance and before alcohol can be served in the temporary outdoor dining area.
- All areas utilized for temporary parklet dining must be made safe for customer use.* Applicant acknowledges that temporary parklet dining area is within parking spaces located on a public street that is open for vehicular use. Applicant also acknowledges that a street curb exists within the subject area that presents certain risks. In addition, the surface of the parking spaces are as is and may not be conducive to the placement of tables and chairs for outdoor dining without a dining deck or other modifications that are the responsibility of the applicant and must be approved by the City.
- Temporary parklet dining areas shall delineate the dining area with planters, temporary decorative fencing or other devices that clearly define the parklet boundary, maintain access via the abutting sidewalk and deter patrons from accessing the abutting street. Owner shall maintain at all times during use and ensure dining area does not exceed delineated area.
- No tents or canopies are allowed within the temporary parklet dining area without prior City approval.
- Temporary parklet dining areas must maintain *ADA accessibility* into the parklet space unless another ADA accessible dining area is provided by the restaurant.
- Temporary parklet dining areas must be operated in compliance with all applicable *State and County Health Guidelines*, as well as any orders and guidance for restaurants issued by local health officers; as they may be modified from time to time.
- Temporary parklet dining areas shall open no earlier and close no later than the restaurant's *regular hours of operation, except temporary parklet dining areas shall close by no later than 10:00pm.*
- There shall be no permanent installations of chairs, tables, canopies, etc., within the public right-of-way.
- No food preparation, food displays, food storage, or refrigeration apparatus shall be allowed within the public right-of-way.
- Appropriate lighting of the temporary parklet dining area is required if operating outside of daytime hours.
- No heating, cooking or open flames are permitted in the temporary parklet dining area. However, space heaters are permitted provided that they are an outdoor approved type, are located in accordance with the manufacturer's recommendations, and are located at least two (2) feet from the edge of any umbrella canvas, any foliage, or any other flammable object or material.
- Temporary parklet dining areas must completely remove or secure all tables, chairs, and other equipment at the end of each business day so as to prevent use outside of business hours.
- Temporary parklet dining areas shall be kept clean of all trash, debris, spills, etc. at all times during use.
- Smoking and vaping shall be prohibited within the temporary parklet dining area.
- No utilities (overhead wiring/light fixtures, electrical cords, electrical outlets, etc.) will be allowed within the public right-of-way except for outdoor lighting. Use of electrical cords shall be secured so as to prevent trip hazards and ensure ADA compliance.

**REFUSAL OR REVOCATION OF PERMIT:** Violation of any provision of this permit, or any federal, state, county or local health regulations shall be grounds for revocation of the encroachment permit.

Signature of Applicant

Date

## SITE PLAN SUBMITTAL CHECKLIST

Site Plan shall be an accurate, dimensioned drawing showing the business storefront, storefronts adjacent to the business, and the full sidewalk, street, and parking area in the proposed permit area. Size and font must be legible.

- Delineate and dimension the area proposed for the permit.
- Show and label all proposed furniture and appurtenances requested to be placed within the proposed permit area.
- Provide north arrow, scale, street name, business address, and business name.
- Provide all property plans on plan.

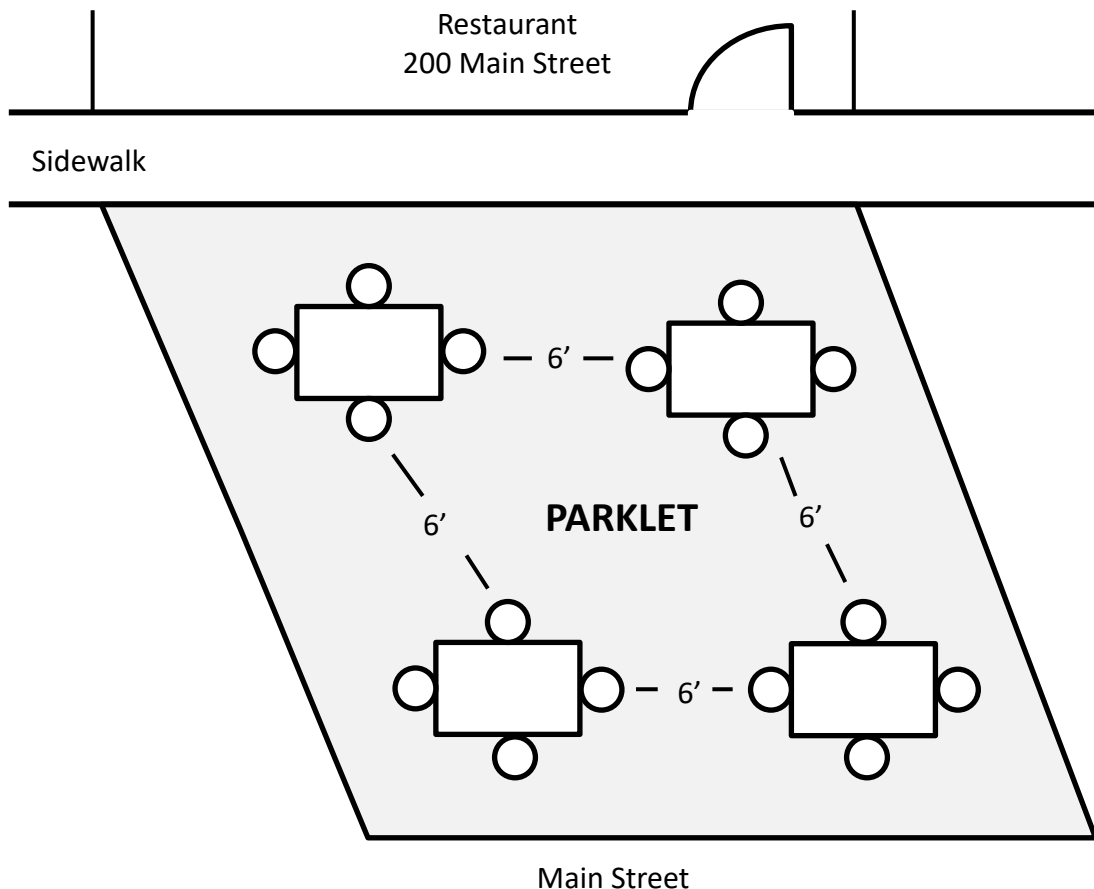
### ***How to Create a Site Plan***

The following steps will help you create the needed site plan.

**Step 1.** Using Google Maps, take a screenshot of your business and the area immediately surrounding it. Make sure that the location of the restaurant can be determined from the image (i.e. Show a major street or landmark). Either print the image on a 8"x11" (or larger) paper or edit the image in Word, PowerPoint, Publisher, or Acrobat for clarity.

**Step 2.** Clearly outline the area which you wish to use for your outdoor dining area.

**Step 3.** Show the locations of all tables which are to be used. Ensure that the tables have adequate space between them to allow for social distancing measures.



## Exhibit A

### TEMPORARY OUTDOOR DINING / ENCROACHMENT USE WITHIN THE PUBLIC RIGHT OF WAY ENCROACHMENT AGREEMENT

By and Between  
The City of Seal Beach (hereinafter CITY)

and \_\_\_\_\_ (hereafter, Property Owner)

and \_\_\_\_\_ (hereafter, Business Owner/Operator)

- I. **Purpose:** This AGREEMENT is to permit outdoor dining/encroachment use for the business located at \_\_\_\_\_, Seal Beach, CA, on the public right-of-way and/or public property shown on Exhibit "A", attached hereto and made apart hereof. This AGREEMENT does not constitute approval of any particular outdoor dining / encroachment design or issuance of any necessary building permits. It is the responsibility of the applicant to obtain all appropriate approvals and comply with any other applicable regulations prior to utilizing the outdoor space.
- II. **Term and Enforcement:** The term of this AGREEMENT is from the date of execution by the CITY'S Public Works Director, or his designee, until January 31, 2021 unless extended by the City Council. Either party may terminate the AGREEMENT without prejudice by providing written notification. The CITY shall provide notice of intent to terminate at least seventy-two (72) hours prior to the termination date. The Business Owner/Operator or Property Owner shall provide a letter of intent to terminate at least forty-eight (48) hours prior to the termination date. The City will notify the Business Owner/Operator and/or the Property Owner in writing of any violation of the AGREEMENT, and provide forty-eight (48) hours to correct the violation. Failure to comply within the forty-eight (48) hour grace period will result in the issuance by the CITY of the herein stipulated twenty-four (24) hour written notice to terminate the AGREEMENT. The AGREEMENT may be canceled at any time, with a twenty-four (24) hour written notice, for the purpose of correcting serious violations that affect the public health, safety, or general welfare. The City also reserves the right to cease occupancy of the outdoor dining/encroachment use without delay if the City determines that the public health, safety, or general welfare of the public is at risk.
- III. **Time Limits:** The Business Owner/Operator and the Property Owner hereby agree to remove or secure any outdoor furniture, signage, tables, barrier fencing or other display equipment within the temporary parklet area by the end of each business day and in no case shall leave such furniture outside or unsecured between the hours of 10:00 p.m. to 7:00 a.m.
- IV. **Disturbing Noise:** The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to insure that the level of noise associated with the outdoor dining / encroachment does not disturb the right to quiet enjoyment of the neighboring properties and businesses.
- V. **Maintenance and Trash Clean-Up:** The Business Owner/Operator and the Property Owner shall maintain at all times the area used, including pavement surfaces, clear of litter, food scraps, packaging, soiled dishes, grease, and gum. At the close of business daily, the Business Owner/Operator and/or the Property Owner shall remove all trash and clean the area in and around the outdoor area used.  
  
The Business Owner/Operator and/or the Property Owner shall maintain all outdoor furniture and/or display equipment in a clean, safe condition and in good repair at all times and to replace all furniture when faded, damaged, or worn out.
- VI. **Site Restoration:** Within 72 hours of the termination of this AGREEMENT, Business Owner/Operator or the Property Owner shall remove all improvements or modifications installed by the Business Owner/Operator or the Property Owner and the area, as shown on Exhibit "A", is to be restored to pre-installation condition. If improvements are not removed within 72 hours after termination of the AGREEMENT, the CITY will restore the site and bill the Business Owner/Operator and/or Property

Owner for the costs associated plus ten (10) percent administrative costs. Should the invoice not be paid, a lien for the outstanding charges and any other applicable fees will be placed on the property.

**VII. Compliance with All Applicable Laws and Guidelines:** Business Owner/Operator and/or Property Owner agrees to comply with all applicable Federal, State, and local laws, rules & regulations, as exist at time of execution and as are amended during the term of this agreement. By executing this agreement, the Business Owner/Operator and/or Property Owner acknowledge they are self-certifying compliance with all items listed above, including Americans with Disability Act (ADA).

**VIII. Notices:** All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

To: City of Seal Beach  
Public Works Director  
211 Eighth Street  
Seal Beach, CA 90740

To: Business Owner/Operator  
\_\_\_\_\_  
C/O \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

To: Property Owner  
\_\_\_\_\_  
C/O \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark. Either party may change its address by giving notice in writing to the other party. Business Owner/Operator assumes all risk of loss if payments or correspondence is made by mail.

**IX. Insurance:** BUSINESS OWNER shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BUSINESS OWNER'S use of the CITY premises. BUSINESS OWNER shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein or the extent to which BUSINESS OWNER may be held responsible for payments of damages to persons or property.

Minimum Scope and Limits of Insurance:

Commercial General Liability:\$2M per occurrence/\$4M Aggregate (serving more than 500 persons/day)

\$1M per occurrence/\$2M Aggregate (serving less than 500 persons/day)



Workers Compensation: Statutory limits and Employer's Liability \$1,000,000 per accident or occupational illness, or Exempt because no employees.

Liquor Liability\*:

- \$2M per occurrence/ \$4M Aggregate (serving more than 500 persons/day)
- \$1M per occurrence/ \$2M Aggregate (serving less than 500 persons/day)

*\*If alcohol is served: Full Liquor liability AND submission of an ABC liquor license*

Additional Insured Endorsement: The City must be named additional insured on the general liability and liquor liability policies. The endorsement shall be on the standard industry form (ACORD 25 form or similar) and include the following language: *"The City of Seal Beach, its officers, agents, and employees are additional insured."*

Notice of Cancellation Endorsement: The City is entitled to 30 days prior written notice of cancellation, non-renewal of, or reduction in coverage, on all policies.

Waiver of Subrogation Endorsement: The insurer will waive its right of subrogation against The City of Seal Beach, its officers, agents, and employees concerning any losses paid under the terms of the general liability, liquor liability, and workers' compensation and employer's liability insurance policies.

Primary and Non-Contributory Endorsement: The insurance afforded by the general liability and liquor liability policies is primary to any insurance or self-insurance of The City of Seal Beach, its officers, agents, and employees as respects to the operations of the Named Insured. Any insurance maintained by The City of Seal Beach, its officers, agents, and employees shall be in excess of and shall not contribute to it.

Acceptability of Insurers: The insurance required herein must be placed with insurers admitted to do business in California and shall have a current AM Best rating of A-VII or better.

- X. Assumption of Risk/Responsibility:** Owners and operators of any business operating in a temporary parklet dining area shall have the sole and exclusively obligation to ensure necessary approvals from property owners, other establishments, the City, and the ABC (as applicable) prior to operating in a temporary parklet dining area, and shall bear all risks and liabilities associated with operating in a temporary parklet dining area. As a condition to operating, and as a condition to being issued a Temporary Parklet Dining Permit Application, restaurants must agree to defend, indemnify, and hold the City harmless for any liabilities of any kind relating to or arising from operating in a temporary parklet dining area. Restaurants are solely and exclusively responsible for procuring and coordinating all operational aspects associated with a temporary parklet dining area, including but not limited to obtaining consent from property owners, adjacent establishments, and insurance providers.

To the maximum extent permitted by law, \_\_\_\_\_ ("Permittee") hereby knowingly assumes any risk and cost of operating pursuant to the Temporary Parklet Dining Permit. Permittee shall defend, indemnify, and hold the City of Seal Beach, its officials, officers, employees, agents, and independent contractors serving the role of City of Seal Beach officials (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, to government entities, property or persons, including wrongful death (collectively "Claims") in any manner arising out of or incident to the Permittee's use of the permitted Temporary Parklet Dining Permit Area, including regarding any acts or omissions of Permittee or its employees or agents in connection with the temporary site use, operation, or maintenance of the Temporary Parklet Dining Permit area, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising solely out of the active negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Permittee shall defend the Indemnitees at Permittee's own cost, expense, and risk with counsel acceptable to the City and shall promptly pay and satisfy any judgment, award, or

decree that may be rendered against the Indemnitees. Permittee shall reimburse indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Permittee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Permittee or Indemnitees or insurance policy limits. All duties of Permittee in this paragraph shall survive termination or expiration of the Temporary Parklet Dining Permit. The rights granted by the permit are not assignable. Permittee shall provide with this permit a photograph of the public right-of-way area of use (attached here-to as Exhibit A) and proof of insurance satisfying all requirements of Exhibit B attached hereto.

**XI. Transferability:** This AGREEMENT is not transferable.

**XII. Amendments:** All modifications to this AGREEMENT must be in writing and approved by the Public Works Director and Development Services or their respective designees.

\_\_\_\_\_  
Business Owner/Operator      Date

\_\_\_\_\_  
Property Owner                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Approved: City of Seal Beach

\_\_\_\_\_  
Steve Myrter Public Works Director                      Date

\_\_\_\_\_  
Les Johnson, Community Development Director      Date