



## Exhibit A

### Encroachment Permit for Sidewalk Dining

**Tier 1**  **Tier 2**

**Permittee:**

Name of Business: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(If different from Restaurant address)

Name of Property Owner: \_\_\_\_\_ Owner Phone No.: \_\_\_\_\_

Owner Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Description of Work/Operation:**

Number of Tables: \_\_\_\_\_ Number of Chairs: \_\_\_\_\_ Number of Benches: \_\_\_\_\_

Number of Umbrellas: \_\_\_\_\_ Number of Heaters: \_\_\_\_\_ (If Heaters are provided, additional review and approval by Fire Department is required for use of heaters.)

Description of Other Proposed Fixtures/Furniture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Any Existing/Proposed Structure(s), Façades, Lighting, Signage, Roof Eaves/Awning (or Similar Shade Feature) Located within the Public Right-Of-Way (may require the issuance of a building permit):

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Total Square Footage of Sidewalk Occupied: Length \_\_\_\_\_ Feet x Width \_\_\_\_\_ Feet = \_\_\_\_\_ Square Feet

Hours of Operation:      From \_\_\_\_\_ To \_\_\_\_\_ (Mon, Tues, Wed, Thu, Fri, Sat, Sun)  
                                From \_\_\_\_\_ To \_\_\_\_\_ (Mon, Tues, Wed, Thu, Fri, Sat, Sun)

Do you wish to serve alcohol in the sidewalk dining area?      No: \_\_\_\_\_ Yes: \_\_\_\_\_  
*(If yes, additional conditions apply)*

Do you wish to use heaters in the sidewalk dining area?      No: \_\_\_\_\_ Yes: \_\_\_\_\_  
*(If yes, number of heaters: \_\_\_\_\_ (additional conditions apply)*

**Attachment:**

Approved Plans

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### **Conditions per § 3-14.03 Encroachment Permit:**

1. It is unlawful and a violation of the Redondo Beach Municipal Code for any person to encroach upon any City right-of-way, easement, or property of any kind without first having obtained a permit for that encroachment.
2. This Encroachment Permit is granted for the sole purpose of supporting a Sidewalk Dining facility and is granted under the terms and conditions imposed hereunder, for the Permittee with rights in property which abuts a City right-of-way, easement or property to perform the work in the public right-of-way and to occupy said public right-of-way, easement or property subject to the terms of Title 3 Public Safety, Chapter 14 Encroachment Permits of the Redondo Beach Municipal Code and of this Sidewalk Dining Permit inclusive of the attached approved plans.
  - a. This Encroachment Permit will terminate one (1) year from its date of issuance. See "Renewals" section of this Encroachment Permit.
  - b. Future renewals of this Encroachment Permit will be subject to additional land use fees as approved by the City Council for the continued "use" of the sidewalk dining areas approved by this Encroachment Permit.
3. The Permittee shall defend, indemnify and hold harmless the City, its officials, officers, agents, employees, successors and assigns from and against any and all injuries, liability, demands, claims, loss, liens, costs and expenses, including attorney fees, of whatsoever kind or nature, sanctions, awards, damages, judgments, arising from or related to or in any way connected with: 1) the use and/or occupancy of the public right-of-way, easement or property that is the subject of this permit; 2) any negligence or other wrongful act or omission on the part of Permittee or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees, and invitees; 3) any work or act done, on or about the public right-of-way, easement or property that is the subject of this permit or any part thereof by the Permittee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of any improvements on or to the public right-of-way, easement, property that is the subject of this permit; 4) any accident, injury damage to any person or property occurring in, on or about the public right-of-way, easement or property that is the subject of this Permit or any part thereof; 5) any failure on the part of Permittee to perform or comply with any of the covenants, terms, provisions, conditions or limitations contained in this Permit on its part to be performed or complied with.

4. The permittee shall procure and maintain at its own cost during the term of the permit comprehensive general liability insurance covering its occupancy of the public right-of-way, easement, or property from an insurer admitted in California or having a minimum rating of or equivalent to A: VIII in "Best's Insurance Guide" in an amount to be determined by the Permit Administrator which shall be not less than One Million and no/100ths (\$1,000,000.00) Dollars.
  - a. Said policy shall name the City as additional insured. The permittee shall deliver to the City, prior to occupying the City right-of-way, easement, or property a certificate of insurance with endorsements.
  - b. Said certificate shall provide that the City shall receive thirty (30) days prior notice before cancellation or change of coverage. Said insurance and the certificates therefor shall be subject to the review and approval of the City.
5. The permit is terminable by the City at any time at the City's sole discretion and that upon termination some improvements made by the permittee, as determined by the City, must be removed within a specified time or shall become the property of the City and that upon termination the property encroached upon shall be returned to a condition as determined by the City.
6. This permitted encroachment is non-exclusive and the City will be permitted to interfere with the permittee's enjoyment of its permit rights when necessary for the public health, safety or welfare.
7. That said permit shall be personal to the permittee and non-transferable and shall not run with the ownership of the permittee's abutting property rights.
8. Said encroachment permit which shall be issued at the sole discretion of the Permit Administrator or designee shall be subject to a fee to be established by resolution by the City Council. Each such permit issued shall, at a minimum, provide the following:
  - a. Specify the purpose of the encroachment and limit the uses permitted;
  - b. That the permittee shall defend, indemnify and hold harmless the City its officers, agents, and employees from and against any and all claims of injury, damage, liability, cost and expense, including attorney fees, resulting from or in any way connected with the permittee's occupancy of the public right-of-way, easement or property.
9. All permit requirements and conditions as stipulated per § 3-14.03 Encroachment Permit and herein apply (§ 3-14.03 Encroachment Permit attached).
10. Maintenance at all times of all required insurances and indemnifications paid and provided.
  - a. Insurance must be specific to the use of the Public ROW for sidewalk dining.
11. Maintenance in good standing at all times of required CA State ABC license for serving alcohol outdoors.
12. Absence of incidence requiring actions by the City of Redondo Beach Police Department.
  - a. In the event that services by the City of Redondo Beach Police Department are required

in relation to the use and operation of the sidewalk dining facilities/improvements a hearing will be held with the Community Development Director, City Engineer, Chief of Police and permittee to determine required actions, if any.

b. Outcome and determined required actions, if any, of "hearing" are final and not appealable.

13. Maintenance at all times is required for all safety barriers, railings, and the clear sidewalk path of travel, minimum 7' in width.

14. Maintenance at all times is required of all underlying and adjacent drainage facilities.

15. Furniture and fixtures of all types associated with the operation of outdoor dining facilities must be either anchored and/or "stable/secure" and maintained in good working order at all times.

16. All decking and flooring associated with the outdoor dining facilities must be securely anchored and "stable/secure" and maintained in good working order at all times.

17. All pots with landscaping and any other landscaping areas within the frontage of the permittees business must be maintained with live plants at all times.

18. Additional improvements pursuant to determined Riviera Village streetscape improvements may be required as a condition of this encroachment permit.

The business must be operated pursuant to the conditions of this encroachment permit. Any proposed changes to this permit will require the approval of the Permit Administrators and the City of Redondo Beach's Police Department.

Applicant understands and agrees to comply with all the conditions noted on this application and other local, State and Federal laws governing accessibility and other applicable matters as they may apply to this permit.

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Signature of Applicant / Authorized Representative

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Date

Attachments:

- Approved Site plan
- Conditions of Approval
- Evidence of Liability Insurance for One Year (\$1,000,000)
- Check / Money Order / Visa / MasterCard for Annual Permit, Plan Check, Permit, Inspection Fee as determined applicable

**Renewals:**

The City is not issuing automatic renewal permits at this time. The initial term of this permit is one (1) from the date of issuance unless suspended, modified or revoked. Within 30 days of the expiration of this Encroachment Permit for Sidewalk Dining, the applicant must return to the City to apply for a renewal, and bring the following (renewal is subject to City Council extending this "program"):

1. Five (5) copies of site plan (If different from original submittal).
2. Current or recently expired Engineering Permit-Encroachment Permit for Sidewalk Dining in the Public Right-of-Way.
3. Renewal fees by money order, check, Visa or MC (See Fee Schedule, subject to change per City Council).
4. Proof of current insurance and indemnifications consistent with applicable requirements.

**Suspension, Modification, Revocation, and Cessation-Termination:**

The Sidewalk Dining Permit and Engineering Encroachment Permit for work and improvements within the public right-of-way may be suspended, modified, or revoked at any time by the Community Development Director or Public Works Director for non-compliance with Permit conditions and/or operation of the sidewalk dining area in a manner that constitutes a public nuisance, public safety problem or violation of any laws, ordinances, policies or regulations. The permittee shall take immediate action to correct any violations and shall discontinue use and restore the permit area to a condition as determined by the City, upon notice from the City.

Upon voluntary cessation/termination of the sidewalk dining facilities said facilities and all associated improvements, as determined by the City, in support of the permit shall be returned to a condition as determined by the City at the sole expense of the permittee.

**Approvals:**

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**Brandy Forbes**  
**Community Development**  
**Director**

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**Andrew Winje**  
**City Engineer**

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**Chief Kauffman**  
**Police Chief**