

## **Draft Waterfront Outdoor Dining Permit Guidelines and Application**

To further encourage the revitalization of the Redondo Beach Pier and the International Boardwalk, the City of Redondo Beach is offering restaurants within these areas an opportunity to obtain a Waterfront Outdoor Dining Permit ("Permit"). The following guidelines and procedures are intended to provide prospective applicants with the information they need to obtain this Permit.

### **Application Procedure and Submittal Requirements**

The Waterfront Outdoor Dining Permit is intended to allow restaurants with a current lease in good standing the use of an additional outdoor area to supplement their existing indoor operations. The Permit is for one of the Designated Outdoor Spaces set forth in Exhibit B, which measure 15 ft by 48 ft for a total of 720 square feet. Applicants may request one additional Designated Outdoor Space which may be granted on space available basis and subject to the approval of the Waterfront and Economic Development Department ("WED"). Permits will have a one-year term and will be distributed on a first come-first serve basis annually. All applications will be reviewed by the City's Waterfront & Economic Development, Community Development, and Public Works Departments to ensure compliance with all permit requirements and any regulatory and safety requirements.

#### **A. Submittal Requirements**

To apply, a restaurant operator must submit the following:

1. Waterfront Outdoor Dining Permit Application (Exhibit A)
2. Site Plan: A plan, drawn to scale, showing the proposed outdoor dining area with measurements including furniture placement and utility requirements. Applicant must submit three (3) hard copies and one (1) electronic copy.
3. Photos/Drawing of Furniture: Photos or other graphic representation, including color and material of furniture.
4. Insurance: The Applicant will procure and maintain at its own cost during the term of the permit comprehensive general liability insurance covering its occupancy of the outdoor dining area, 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 not less than One Million and no/100ths (\$1,000,000.00) Dollars.

Said policy will name the City as additional insured. The applicant will deliver to the City, prior to occupying the City right-of-way, easement, or property a certificate of insurance with endorsements.

Said certificate will provide that the City will receive thirty (30) days prior notice before cancellation or change of coverage. Said insurance and the certificates therefor will be subject to the review and approval of the City.

## **B. Fees**

The Waterfront Outdoor Dining Permit will be subject to an annual fee upon issuance. Unless otherwise changed by a resolution of the City Council, the fees are set at \$6 per square foot per year. As such, a Waterfront Outdoor Dining Permit fee is \$4,320 per year per Designated Outdoor Space. Additionally, permittees will incorporate all sales made within the Designated Outdoor Space as part of the monthly percentage rent calculation/payment as agreed upon in their Lease Agreement with the City.

## **C. Design Guidelines**

Elements of a typical Outdoor Space may include barriers, planters, tables, chairs, umbrellas, heat lamps and ingress/egress access points. The design, material and colors used for the furniture and fixtures within the Outdoor Space should complement the architectural style and colors of the building façade and must withstand inclement weather. WED retains the right to approve the design any outdoor furnishings and fixtures as part of the Waterfront Outdoor Dining Permit Application.

### **Barriers**

The City will install all barriers for Program participants. In no case are Permit holders allowed to place furniture, signage or any other fixtures outside of the barriers.

### **Furniture and Fixtures**

The viability of the Waterfront Outdoor Dining Program depends on maintaining accessibility to all visitors as well as cohesiveness in the general design and atmosphere of the Pier and surrounding areas. Outdoor furniture is a prominent part of the Pierscape when used in Designated Outdoor Spaces. All furniture and fixtures must be maintained in good visual appearance, without visible fading, dents, tears, rust, corrosion, or chipped or peeling paint. All furniture and fixtures must be maintained in a clean condition at all times. All furniture and fixtures must be durable and of sufficiently sturdy construction as not to blow over with normal winds. To ensure a cohesive visual appearance in keeping with the context of the Pier, the conditions of the following section apply to furniture and fixtures:

#### **Types of Furniture**

##### **Tables**

Outdoor dining furniture must contribute to the overall atmosphere of the Pier and be complementary in appearance.

##### ***Table Colors***

Tables may be colored or of a natural unpainted material (i.e., wood, metal, etc.). Tables are not permitted to be plastic, white or of any fluorescent or other strikingly bright or vivid color.

### Chairs

Chairs, like other outdoor elements, must contribute to the overall atmosphere of the Pier and must be complementary in appearance.

#### *Chair Colors*

Chairs may be colored or of a natural unpainted material (i.e., wood, metal, etc.). Chairs are not permitted to be made of plastic, white or of any fluorescent or other strikingly bright or vivid color.

#### *Upholstery*

Upholstered chairs are permitted. Upholstery is not permitted to be of any fluorescent or other strikingly bright or vivid color.

#### *Matching*

All chairs used within a particular establishment's outdoor seating area must match each other by being of visually similar design, construction and color.

### Umbrellas

Umbrellas can add a welcoming feel to outdoor dining areas and provide shelter from the elements, making their use desirable for outdoor dining applications. Appropriately designed and sized umbrellas are permitted for use under this waterfront outdoor dining program. Umbrellas must be free of advertisements and contained within the outdoor dining area, and the lowest dimension of an extended umbrella must be at least seven (7) feet above the sidewalk surface. All umbrellas must comply with the following conditions:

#### *Contained within the Outdoor Seating Area*

To ensure effective pedestrian flow, all parts of any umbrella (including the fabric and supporting ribs) must be contained entirely within the outdoor seating area.

#### *Minimum Height for Sidewalk Clearance*

When extended, the umbrella must measure at least seven (7) feet above the surface of the outdoor dining area in order to provide adequate circulation space below. This measurement must include not only the umbrella frame and panels, but also any decorative borders such as fringes, tassels, or other such ornamentation.

#### *Colors*

Umbrellas must blend appropriately with the surrounding built environment. Therefore, umbrella fabric is not permitted to be of any fluorescent or other strikingly bright or vivid color. Umbrella covers must be of one solid color.

#### *Material*

Umbrellas will be made of treated wood, canvas, cloth or similar material that is manufactured to be fire resistant. No plastic fabrics, plastic/vinyl-laminated

fabrics, or any type of rigid materials are permitted for use as umbrellas within an outdoor seating area.

*Signage or Wording Prohibited*

Umbrellas may only contain signage of the restaurant's name and/or logo.

*Weather Resistance*

Umbrellas must be secured in a heavy or weighted base. Umbrellas must be able to withstand strong winds and inclement weather.

*Freestanding Furniture*

Furniture and fixtures must not be secured to lampposts, wayfinding signs, or any other street infrastructure by means of ropes, chains or any other such devices, whether during restaurant operating hours or at times when the restaurant is closed. Any security measures taken must be explicitly approved by the City prior to installment.

*Prohibited Items*

Shelves, serving stations, flimsy plastic tables and chairs, unfinished lumber or splintering wooden materials, rusted metal, loud speakers, sofas, fire pits, and televisions as well as permanently affixed furniture are prohibited. Prohibited barrier adornments include chain link, rope rails, chain rails, buckets, and flag poles.

**Signage**

All proposed signage for the Designated Outdoor Space must be included in the Application and must be approved by the City. No individual tenant signage will be allowed in the pier common areas such as walkways, stairs and walls.

**Storage**

Designated areas for storage will be outlined by the City and will measure 6 ft by 3 ft by 3 ft. Storage spaces will generally be located near stairwells as depicted in Exhibit B. Any deviation or addition to the location or size of the storage space must be approved by the City.

**Noise**

At no time will excessive noise generated by patrons or recorded music (no live music is permitted) originating from any part of the outdoor dining area create a nuisance.

**Dancing**

Dancing is not be permitted or allowed within the outdoor dining areas.

**Maintenance**

Permittee is responsible for all cleaning and trash collection within their Designated Outdoor Space. Permittee is not to use common area trash receptacles for disposal of waste and refuse.

### **Assignment or Transfer**

The Waterfront Outdoor Dining permit cannot be assigned or transferred without the prior written consent of the Waterfront and Economic Development Director or designee.

### **D. Outdoor Dining/Alcoholic Beverages**

The sale of alcoholic beverages to customers will be permitted only in those Designated Outdoor Spaces licensed by the CA Department of Alcoholic Beverage Control ("CA State ABC"). Proof of CA State ABC notification and demonstration of compliance with all applicable ABC regulations for serving alcohol outdoors is required prior to issuance of the Waterfront Outdoor Dining Permit.

### **E. Renewals**

The initial term of this permit is one (1) year from the date of issuance unless suspended, modified or revoked. The Permit will not automatically renew, therefore within 30 days of the expiration of the Waterfront Outdoor Dining Permit, the applicant must return to the City to apply for a renewal, and provide the following (renewal is subject to City Council extending this "program"):

1. Three (3) hard copies and one (1) electronic copy of site plan (if different from original submittal);
2. Renewal fees by money order, check, Visa or MC; and
3. Proof of current insurance and indemnifications consistent with applicable requirements.

### **F. Suspension, Modification, Revocation, and Cessation-Termination**

The Waterfront Outdoor Dining Permit may be suspended, modified, or revoked at any time by the Waterfront and Economic Development Director, Community Development Director or Public Works Director for non-compliance with Permit conditions and/or operation of the outdoor dining area in a manner that constitutes a public nuisance, public safety problem or violation of any laws, ordinances, policies or regulations. The permittee will take immediate action to correct any violations and will discontinue use and restore the permit area to its original condition as determined by the City, upon notice from the City.

Upon voluntary cessation/termination of a Permit, the Designated Outdoor Space will be returned to its original condition as determined by the City at the sole expense of the permittee.



## Exhibit A

### Encroachment Permit for Waterfront Outdoor Dining Application

**Permittee:**

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

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

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

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

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

**Description of Design/Layout:**

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

Number of Umbrellas: \_\_\_\_\_ Number of Heaters: \_\_\_\_\_  
(Additional review and approval by Fire Department is required  
for use of heaters.)

Description of Other Proposed Fixtures/Furniture:

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

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, proof of CA State ABC notification and demonstration of compliance with all applicable ABC regulations for serving alcohol outdoors is required prior to issuance of the Waterfront Outdoor Dining Permit.

**Attachments:**

☐ Site Plan

☐ Photos/Drawing of Furniture

☐ Insurance

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**Conditions for Waterfront Outdoor Dining 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 Waterfront Outdoor Dining Permit is granted for the sole purpose of supporting a Waterfront Outdoor Dining program and is granted under the terms and conditions imposed hereunder for the Permittee and is subject to the terms and conditions of this Waterfront Outdoor Dining Permit inclusive of the attached approved plans.
  - a. This Waterfront Outdoor Dining Permit will terminate one (1) year from its date of issuance. See "Renewals" section of this Encroachment Permit.
  - b. Future renewals of this Waterfront Outdoor Dining Permit will be subject to additional land use fees as approved by the City Council for the continued "use" of the designated outdoor dining spaces approved by this Waterfront Outdoor Dining 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:
  - a. the use and/or occupancy of the public right-of-way, easement or property that is the subject of this permit;
  - b. 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;
  - c. 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;
  - d. 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;
  - e. 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 City 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 its original 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.

8. Said encroachment permit which shall be issued at the sole discretion of the City and shall be subject to a fee. Each such permit issued shall, at a minimum, provide the following:

- a. Specify the use of the Designated Outdoor Space 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. Maintenance at all times of all required insurances and indemnifications paid and provided. Insurance must be specific to the use of the designated outdoor dining space for dining.

10. Maintenance in good standing at all times of required CA State ABC license for serving alcohol outdoors.

11. 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 outdoor dining facilities/improvements a hearing will be held with the Waterfront and Economic Development Director, Community Development Director, 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.

12. Maintenance at all times is required for all safety barriers, railings, and the clear walking/bike path of travel. Permittee is responsible for all cleaning and trash collection within their Designated Outdoor Space. Permittee is not to use common area trash receptacles for disposal of waste and refuse.

13. 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.

14. All pots with landscaping and any other landscaping areas within the Designated Outdoor Space must be maintained with live plants at all times.

The business must be operated pursuant to the conditions of this Waterfront Outdoor Dining permit. Any proposed changes to this permit will require the approval of the Waterfront and Economic Development 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.

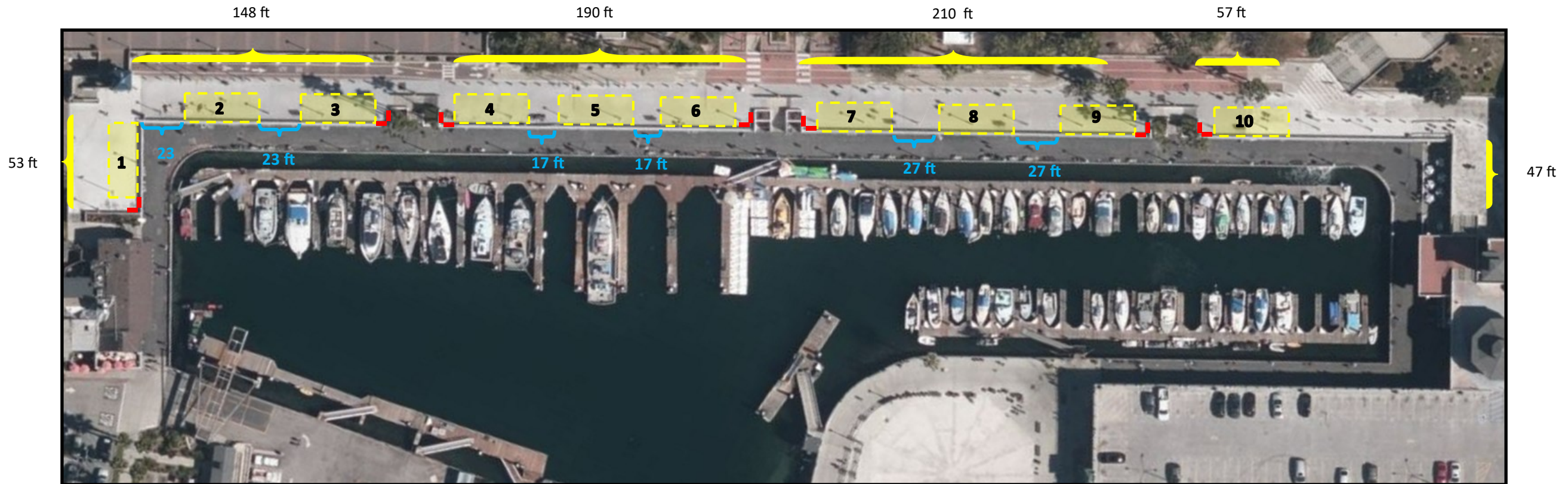
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Signature of Applicant / Authorized Representative

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Date

**Exhibit B**  
**Designated Outdoor Dining Spaces**



 = Designated Outdoor Dining Area (48'x15')

 = Storage Space