Filing Instructions for Temporary Outdoor Business Application

The following instructions are intended to provide the necessary information for processing your application in the quickest manner possible. Please note that the Applicant must submit the completed application and all required materials as described in this application to the Development Services Department at City Hall located at 401 E. Chapman Avenue. Email submittals will also be accepted at LWhittaker@placentia.org or ABeck@placentia.org.

Once approved, a Temporary Outdoor Business Permit is in effect until November 19, 2020. This period may be not be renewed unless extended by City Council. If you have any questions regarding this application and the submittal requirements, please contact the Development Services Department at 714-993-8124.

SUBMITTAL REQUIREMENTS:

An application submitted for staff review shall include all of the items check marked below before being accepted for processing. Development Services will not accept incomplete application submittals.

1. A site plan showing the location of all existing structures, the location of the proposed setup area. This includes the location of any, tents, signs, generators, and restroom facilities (if applicable). The location of any barriers being provided to protect the setup area and how circulation/parking and traffic control is being designed. The plan should also show/describe:
   - If alcoholic beverages will be served in the Outdoor Dining Area, describe how and provide a copy of the applicable ABC license
   - If tents/canopies are used provided the fire-retardant certificate
   - If any sound amplification equipment is used show the location
   - If any cooking or heating equipment is used outdoors please show the location
   - If any portable generators, space heaters, or temporary lighting is used please show on plan
   - If any temporary sanitation facilities are provided, please show on plan

2. For all tents/canopies with an area of 120 square feet or more, a building permit is required. In order to obtain that permit, the following is required to be submitted to the Building Official:
   a. A site plan showing the proposed location of the tent/canopy layout in relation to any other buildings or structures on the site in question and the distance from the tent to all property lines. Please note (2019 CFC 3103) and (2019 CBC 3103).
b. All heating and cooking equipment must be installed in accordance with the California Mechanical Code and noted as such on the site plan.

c. A tent floor plan that shows all tables, seating, exit aisles, and a clear, accessible path of exit travel to a public way.

d. Provide valuation of the installation, rental and removal of the tent or tents.

3. If the temporary business area is located in a location with multiple property owners/tenants consent from all the involved property owners must be submitted.

4. A Certificate of Fire Retardation for all tents/canopies. If applicable, see code requirements of 2a-d.

5. Indemnification Agreement, compliance with City insurance requirements and property owner permission shall be obtained prior to the approval of any Temporary Outdoor Business Permit.

Notes:

A building inspection will be conducted upon the installation and removal of the tent before the area can be occupied. The building permit fee will be waived for this use.

Should you wish to utilize a banner/sign(s), a separate (no fee) permit is required. The temporary banner/sign(s) can be a collective square footage not to exceed 32 square feet.

Submittal of a permit application does not automatically assure approval of the event. The application must be fully processed and approved by the City of Placentia before you can initiate the event. You will be notified when your application has been approved or denied. Should you have any questions, you may contact the Development Services Department at (714) 993-8124.
Business Name __________________________________________________________

SECTION 1 - Applicant Data

Application Date: __________________________
Applicant’s Name: __________________________________________________________
Address: __________________________________________________________________
Telephone Number: __________________________  Cell Number: _______________________
Contact Person: __________________________ Phone Number: _______________________
Email: __________________________ Fax: __________________________
Applicants Signature: __________________________________________________________

SECTION 2 – Project location

Site Address: __________________________________________________________________
Shopping Center Name: _________________________________________________________
Business Name: _______________________________________________________________
Temporary Outdoor Business Area size (square feet): _________________________________
Number of Parking spaces to be utilized for setup area _______________________________
Total number of parking spaces on the property _________________________________

SECTION 2 – Property Owner Authorization:

I am the owner of record, or his/her authorized representative of the property (Provide letter of authorization) which is the subject of this application. I approve of the action requested above.

Property owner of record: ______________________________________________________
Print Name: __________________________ Print Title: __________________________
Signature: __________________________ Date: __________________________
Firm Name: __________________________ Phone: __________________________
Street Address: __________________________ City: __________ Zip Code: __________

Page 3 of 4
The Business Owner/Operator and Property Owner agree to the following indemnification clause:

_______________________________ , (Business Owner/Operator) and
_______________________________ (Property Owner) agree to defend, indemnify, and hold
harmless the CITY, its officers, agents, employees, and volunteers from all loss, cost, and
expense arising out of any liability or claim of liability for personal injury, bodily injury to persons,
contractual liability and damage to property sustained or claimed to have been sustained arising
out of activities of the Business Owner/Operator and/or Property Owner or those of any of its
officers, agents, or employees, whether such act is authorized by this agreement or not; and
Business Owner/Operator and/or Property Owner shall pay for any and all damage to the property
of the CITY, or loss or theft of such property, done or caused by such persons. CITY assumes no
responsibility whatsoever for any property placed on the premises. Business Owner/Operator
and/or Property Owner further agree to waive all rights of subrogation against CITY. The
provisions of the Article do not apply to any damage or loss caused solely by the negligence of the
CITY or any of its agents or employees.

The undersigned hereby represents that he or she has read and fully understands that by signing
this Agreement, important legal rights are being waived and legal obligations are being assumed.
If signing as a representative, the undersigned further represents that he or she is fully authorized
to enter into this Agreement on behalf of each and every person, group, business and/or
organization to which the Temporary Outdoor Business Permit is being issued.

Applicant’s Signature_____________________________ Date__________

Property Owner’s Signature________________________ Date__________

Approved: City of Placentia

_______________________________ Date__________

Luis Estevez
Acting Deputy City Administrator/Public Works Director

_______________________________

Joe Lambert
Development Services Director Date__________
**Applicant:** ____________________________________  **Business Name:** ____________________________________

**Company/Business Mailing Address:** ____________________________________________________________

**Location:**

**Nearest Street Address or Intersection:** __________________________________________________________

**Contact Information:**

**Primary Contact Phone #:** ( ) __________-__________  **Email Address:**

**Property Owner/Landlord Information:**

**Name:** __________________________  **Address:** ______________________________________________________

**Phone #:** __________________________  **Email Address:** __________________________

**Emergency Contact Information:**

**Name:** __________________________  **Daytime Phone #:** ( ) __________-__________

**Email Address:** __________________________  **Evening Phone #:** ( ) __________-__________

**Submittal Requirements:**

1. **Site plan:** 8½ x 11 showing the location of where the outdoor business or encroachment will occur.

2. **Temporary Encroachment Agreement (for Public Rights-of-Way):** An executed Agreement will be required to be included if area proposed is within the public right-of-way. By signing, the landlord understands that they will be held equally liable per the terms of the Outdoor Business / Encroachment Agreement. Encroachment Permit will be provided by Public Works upon approval.

3. **Letter of Acknowledgment:** For requested areas on private property that do not belong to the Applicant, a letter of acknowledgment from the affected property owner authorizing use of the property must be submitted. For requests on public rights-of-way that encroach into an adjacent business defined by extended property lines, an applicant must submit a letter of acknowledgment supporting the application.

4. **Insurance (only needed for use of public property):** The business owner agrees to maintain the following insurance requirements continuously for the duration of this agreement and to submit certificates of insurance as necessary: Minimum coverage of $1-million dollars liability insurance naming the City as an additional insured. Minimum coverage of $1-million dollars host liquor liability insurance naming the City as an additional insured. Workers compensation insurance/employer’s liability with statutory limits to include a waiver of subrogation.

5. **Application Processing:** Processing of your Outdoor Business / Encroachment application package (and Agreement, if applicable) will take approximately 1-working day from date of submission.
IF YOUR TEMPORARY OUTDOOR BUSINESS AREA IS LOCATED IN THE PUBLIC RIGHT-OF-WAY, GO TO NEXT PAGE AND CONTINUE THIS APPLICATION.

IF NOT, STOP HERE.

IMPORTANT: Please review the last five (5) pages at the end of the packet for guidelines that apply to BOTH private and public temporary outdoor business areas.
TEMPORARY OUTDOOR BUSINESS / ENCROACHMENT USE
WITHIN THE PUBLIC RIGHT OF WAY ENCROACHMENT
AGREEMENT

By and Between
The City of Placentia (hereinafter CITY)
and
________________________________________(hereafter, Property Owner)
and
________________________________________(hereafter, Business Owner/Operator)

I. Purpose: This AGREEMENT is to permit outdoor business/encroachment use for the business located at ____________________________, Placentia, 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 business / encroachment design or issuance of 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 outdoorspace.

II. Term and Enforcement: The term of this AGREEMENT is up to eight (8) months from the date of execution by the CITY’S Public Works Director, or his/her designee, but in no cases shall the term extend beyond November 19, 2020. This agreement shall automatically terminate on November 19, 2020 and may not be renewed, 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 twenty-four (24) hours prior to the termination date. The Business Owner/Operator or Property Owner shall provide a letter of intent to terminate at least twenty-four (24) 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 business/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 any outdoor furniture, signage, tables, barrier fencing or other display equipment shown in Exhibit "A" by the end of each business day and in no case shall leave such furniture outside between the hours of 10:00 p.m. to 6:00 a.m.

IV. Disturbing Noise: The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to ensure that the level of noise associated with the outdoor business/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 48 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 48 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 well as the City’s “Guidelines for Temporary Outdoor Business/Encroachment” 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:

<table>
<thead>
<tr>
<th>To: City of Placentia</th>
<th>To: Business Owner/Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Director</td>
<td>C/O ________________________</td>
</tr>
<tr>
<td>City of Placentia</td>
<td>Placentia, CA 92870</td>
</tr>
<tr>
<td>401 E. Chapman Avenue</td>
<td>Print Name</td>
</tr>
<tr>
<td>Placentia, CA 92870</td>
<td>Print Title</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>To: Property Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>C/O ______________________</td>
</tr>
<tr>
<td>_________________________</td>
</tr>
<tr>
<td>_________________________</td>
</tr>
<tr>
<td>Print Name</td>
</tr>
<tr>
<td>Print Title</td>
</tr>
</tbody>
</table>

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.

VIII. **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

a. Commercial General Liability Insurance. BUSINESS OWNER shall provide commercial general liability insurance with a limit of not less than $1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

b. Host Liquor Liability. BUSINESS OWNER shall provide a host liquor liability policy with a limit of not less than $1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

a. The CITY, its elected, or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.

b. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought, or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST’S ratings of no less than B+, Class X. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST’S rating of no less than A- Class X may be accepted if BUSINESS OWNER evidences the requisite need to the sole satisfaction of the CITY.

Verification of Coverage

BUSINESS OWNER shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, BUSINESS OWNER shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before BUSINESS OWNER uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.
INDEMNIFICATION CLAUSE

The Business Owner/Operator and Property Owner agree to the following indemnification clause:

, (Business Owner/Operator) and (Property Owner) agree to defend, indemnify, and hold harmless the CITY, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Business Owner/Operator and/or Property Owner or those of any of its officers, agents, or employees, whether such act is authorized by this agreement or not; and Business Owner/Operator and/or Property Owner shall pay for any and all damage to the property of the CITY, or loss or theft of such property, done or caused by such persons. CITY assumes no responsibility whatsoever for any property placed on the premises. Business Owner/Operator and/or Property Owner further agree to waive all rights of subrogation against CITY. The provisions of the Article do not apply to any damage or loss caused solely by the negligence of the CITY or any of its agents or employees.

IX. Transferability: This AGREEMENT is not transferable.

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

<table>
<thead>
<tr>
<th>Business Owner/Operator</th>
<th>Date</th>
<th>Property Owner</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td></td>
<td>__________________</td>
<td></td>
</tr>
</tbody>
</table>

Print Name

Approved: City of Placentia

Luis Estevez __________________       Date
Acting Deputy City Administrator/Public Works Director

Joe Lambert __________________       Date
Development Services Director
A Letter of Acknowledgement is required from the affected property authorizing use of said property when:

1. The requested area(s) to be used for outdoor business/encroachment is on property **not** within the public right-of-way **and** not owned by the applicant; or
2. The requested area within the public right-of-way encroaches into an adjacent businesses operational area, as defined by the extension of its property lines*

I_____________________________________________________________, the legal property owner at______________________________,
(Print Name) (Business Address)
Placentia, CA, hereby acknowledge and support the use of the area proposed in the Temporary Outdoor Business/Encroachment application.

I_____________________________________________________________, hereby declare that I am the legal business owner/operator or property owner at______________________________, Placentia, CA, and am authorized to pursue said Temporary Encroachment Permit Letter of Authorization and agree to comply with all conditions stated in any approval document of the City.

________________________                          _______________
(Signature of Property Owner)                          (Date)

________________________                          _______________
(Signature of Applicant)                          (Date)

* Signed acknowledgment form must accompany application to pursue Temporary Outdoor Business/Encroachment - if conditions listed above apply*
City of Placentia
GUIDELINES for TEMPORARY OUTDOOR BUSINESS / ENCROACHMENT
ADOPTED MAY 19, 2020

Purpose & Applicability
The purpose of these guidelines is to provide criteria during the COVID-19 pandemic to facilitate outdoor business / encroachment within the public right-of-way and/or on private property while protecting the public interest. The guidelines, which may be amended during program, apply to outdoor business, associated with an existing/permitted adjacent restaurant, café, bar, nightclub, or retail business located on private property, public property or within the public right-of-way, such locations include, but may not be limited to:

- Sidewalks
- Alleyways (not used for emergency or vehicle traffic)
- Parking lots
- Plazas

Submittal Requirements
1. Application Package – By submitting the completed application, the Applicant affirms they have obtained concurrence of encroachment in the public right-of-way from surrounding properties that may be impacted in any way.

   The Outdoor Business/Encroachment application package is comprised of the following items:
   a) Application for Temporary Outdoor Business/Encroachment
   b) Site Plan - An 8½ x 11” site plan showing the extents of the proposed outdoor business/encroachment area. Proposed location of furnishings within the designated area of encroachment is not required; however, the Business Owner/Operator or Property Owner (applicant) shall account for proper placement of furnishings, etc. to maintain proper pathway clearances and COVID-19 pandemic social distancing guidelines.

      As may be applicable, details pertaining to temporary fencing, enclosures, or other structural improvements, used for the outdoor business shall be shown.

      Site plans shall also illustrate (L' x W") of area requested; show all existing improvements (street lights, trees, fire hydrants, or other infrastructure) that may limit clearance for pedestrian access; and dimensions between the requested encroachment area and any existing improvements within the immediate area.
   c) Temporary Encroachment Agreement - (hereinafter, Agreement) shall be required for any proposed encroachment within the public rights-of-way. Prior to submittal, the Agreement must be signed by the Business Owner/Operator and Property Owner. The Temporary Encroachment Agreement form may be obtained in-person or on-line from the Public Works Department - Engineering Division (hereinafter, Engineering).
d) Letter of Acknowledgement – For requested areas on private property that do not belong to the Applicant, a letter of acknowledgement from the affected property owner authorizing use of the property must be submitted. For requests on public rights-of-way that encroach into an adjacent business defined by extended property lines, an applicant must submit a letter of acknowledgement supporting the application.

e) Insurance - The business owner agrees to maintain the following insurance requirements continuously for the duration of this agreement and to submit certificates of insurance as necessary:

- Minimum coverage of $1-million dollars liability insurance naming the City as an additional insured.
- Minimum coverage of $1-million dollars host liquor liability insurance naming the City as an additional insured. Workers compensation insurance/employers liability with statutory limits to include a waiver of subrogation.

2. Application Review Process

The review process for the Outdoor Business/Encroachment application package will be the following:

a) The business owner/operator and the property owner shall submit a completed Outdoor Business/Encroachment application package to Engineering. For any use of the public rights-of-way, a Temporary Outdoor Business/Encroachment Agreement is also necessary. The Agreement shall be completed and signed by both the business owner/operator and the property owner of record.

b) For application packages for public-rights-of-way, Engineering (and Community Services – if necessary) will make findings of compliance with the adopted Outdoor Business/Encroachment Guidelines. For application packages for private property, Development Services Department will make findings of compliance with appropriate codes and guidelines.

c) For applications for public rights-of-way, Engineering (and Community Services, if necessary) will review with the Director of Development Services and the Fire Marshal. For applications for private property, Development Services Department will forward their findings of compliance to the Fire Marshal to receive their determinations of concurrence.

d) Engineering will notify the business owner/operator and/or the property owner of the City’s will advise the applicant if any revisions to the original documentation are required.

e) Upon review of the completed application, Engineering will provide the business owner/operator and the property owner with:

i. For approved temporary outdoor business on public rights-of-way, final signed copy of the Temporary Encroachment Agreement and Encroachment Permit; or

ii. For approved temporary outdoor business on private property, Letter of Approval from Development Services Department; or
iii. Rejection of the request - City reserves the right to reject any application, at its sole and absolute discretion.

3. Approved Area

The area of use through the process may, or may not, include fencing or other approved means that effectively restrict or discourage the general public from using the space. In general, the approved area will be defined by the perimeter of the outdoor business area, including any path(s) of travel by the public through the seating area as delineated on the site plan submitted as part of the Application Package. Perimeter, as defined in the approved site plan, must be clearly delineated using colored (white, yellow, or red) duct tape. On public property and in public rights-of-way, Engineering will use discretion in determining approved area to account for practical considerations such as trees and other obstructions.

Operational Requirements [Applicable to both Public Right-of-Way and Private Property]

1. Permitted Uses

Outdoor business areas shall be limited to serving and consumption of food and non-alcoholic beverages, unless authorized otherwise by Alcohol Beverage Control. Uses that generate excessive noise such as amplified music is not permitted in the outdoor area. Retail displays are also permitted with appropriate spacing and shall be limited to small displays located immediately adjacent to the business.

2. Design Criteria

The Public Works Director, or his/her designee, in coordination with the Director of Development Services, shall find consistency between the Temporary Encroachment Agreement application and the following criteria:

   a) Compatibility

   b) Public Walkway Clearance and Accessibility

   A clear passage area on the public sidewalk, alley, or parking lot, free of all obstructions, shall be maintained at all times to avoid hazardous conditions for pedestrians. The Public Works Director, or his/her designee, may approve minor variations, including less restrictive clearance requirements for a single point restriction such as a street light or tree; however, under no circumstances shall a path of travel be less than four (4) feet wide. Outdoor Business/Encroachment areas shall be fully accessible for persons with physical disabilities and provide safe passing conditions. Throughout the term of this temporary program, it shall be the applicant’s responsibility to self-certify compliance (of the authorized area of use) with all Federal, State, and Local laws, including but not limited to Americans with Disability Act.

   c) Sightlines

   Whenever applicable, furnishings shall not restrict motor vehicle sight lines.

   d) Entry Door Clearance
The encroaching furnishings will not impede entry to the building and must not preclude applicable emergency exit requirements (i.e., a minimum exit width of 44” must be maintained at all times for “single” entry doors; however, large door openings require larger exit widths per the building code.)

e) Floor Plan
The business owner/operator and/or property owner shall be responsible for compliance to “social distancing” requirements; to include social distancing as it relates to contiguous uses. Any pre-existing permitted outdoor business area as a permitted outdoor use has first right to perimeter in determining social distancing. If the interior business/outdoor retail area exits through the outdoor business/encroachment area, an equivalent exit “corridor” width shall be maintained at all times.

f) Enclosures and Furniture
Fencing/enclosure must be of an easily removable design. All fences and/or enclosures should be of durable material, fire safe, structurally sound, aesthetically pleasing and compatible with adjoining improvements or structures. If the area requested is in an area where vehicular traffic occurs, barriers shall be substantive enough to protect customers and employees from impact.
The design materials and colors used for chairs, tables, lighting, and other fixtures, including umbrellas, shall be of good quality, as necessary to assure a pleasing and pleasant ambiance. Said removable furnishings shall be secured in a safe manner during use.
Fences and furnishing must be maintained in good condition and placed/secured in such a way so as not to impede public safety. Permanently affixed furnishings and fencing are not permitted.

3. Fire Department Standards
All Fire Department regulations and standards concerning exterior lighting and power shall be met. These regulations and standards will be supplied to applicant upon request at the time of application.

Fire Department approval and permits shall be obtained for LPG heaters and open flames, including candles and barbeques (if applicable), consistent with applicable Fire Department Standards.
TYPICAL TREE WELL REQUIREMENTS

Requirements apply to all other above ground constraints (fire hydrants, cabinets, etc.)