



Town of San Anselmo

Guide for Temporary Outdoor Dining and Outdoor Business Activities Program

The Town of San Anselmo has simplified the approval process for allowing business owners to temporarily move their operations outside. The temporary outdoor dining and outdoor business activities program will allow local restaurants and businesses to use outdoor spaces to resume operations in compliance with social distancing requirements imposed as a result of the COVID-19 emergency. Specifically, to allow restaurants and other businesses to temporarily operate in a safe outdoor capacity in private areas, public rights-of-way, and/or on specified streets and public areas, this program authorizes the Town to issue the appropriate permits and to enter into encroachment agreements as needed. It also gives the Town Manager flexibility to close portions of streets to allow greater pedestrian access and more outdoor space for merchants and restaurants to operate, as described below.

Private Property – A Temporary COVID-19 Outdoor Activities Permit (Permit) may be issued to allow existing restaurants and other businesses to temporarily use outdoor property for their business. For example, a Permit could allow a gym to set up an outdoor recreation and fitness area or allow outdoor dining areas on private outdoor property, such as parking lots.

Permits for use of private property will be revocable and only authorize temporary limited use of outdoor areas and will be subject to compliance with operational and safety provisions provided by the Town Manager or his designee, applicable State and County health orders, applicable regulations of the Department of Alcohol and Beverage Control (ABC), and other relevant laws including the Americans with Disabilities Act (ADA). In addition, applicants must demonstrate that they have the right to use the private property.

Provided these conditions are met, permittees will be temporarily exempt from the minimum parking requirements under the Municipal Code or in a previously granted entitlement, for the duration of the term of the Permit. If the applicant intends to use a shared private parking lot for expanded outdoor use, the applicant must obtain written consent from all other parties with whom the parking lot is shared. There is no proposed application fee required for this Permit.

Public Areas & Rights-of-Way. A Temporary Outdoor Activities Encroachment Agreement (Agreement) may be issued to allow restaurants, merchants and other businesses to temporarily provide or expand outdoor dining seating or business activity in portions of the public right-of-way or on public property at the discretion of the Town Manager or his designee.

An Agreement will authorize businesses to temporarily use sidewalk space, parking spaces or other public areas for activities such as temporary expanded retail displays or outdoor dining. The Agreement will be revocable and subject to compliance with operational and safety provisions provided by the Town Manager or his designee, applicable State and County health orders, applicable ABC regulations, and in compliance with the ADA. The Agreement will also contain provisions to protect the Town, requiring the parties to carry insurance, indemnify the Town, and cover the cost of any damage to Town property. The Agreements will have a term of no more than 180 days, which can be extended by the Town. There will be no fee for entering into these Agreements.

Temporary Closure of Certain Streets. To provide additional potential temporary outdoor space for restaurant dining or other business activity, the Town may temporary close portions of certain streets for

limited times and allow businesses to temporarily operate in the street in compliance with social distancing requirements.

Application Process:

The Public Works Department will be primarily responsible for overseeing applications for the above-referenced Permits and Agreements. The process will start by filling out an Outdoor Activities Permit and, if applicable, an Encroachment Agreement. The Public Works Department will coordinate with Building, Planning, Fire, and Police Departments to review the proposed project plans. If additions or adjustments to the project plan are necessary, then feedback will be provided to the applicant to address any changes for technical compliance.

Fees:

Fees for Temporary COVID-19 Outdoor Activities Permits and Temporary Outdoor Activities Encroachment Agreements have been waived for the time being.

Consent from Neighboring Interests:

If seeking to use shared private property (e.g., shared parking lot), an applicant must provide upon submission of the Permit application, written consent from property owner and other parties with whom the property is shared, such as other tenants with common use of private property. Such written consent should include: date, name, relationship (business owner or property owner), their business/property address, references to approval of the proposed intended use, and signature. It is strongly encouraged that applicants contact business/property owners as soon as feasible to obtain this consent.

For all proposed uses of public or private property, letters of support obtained by the applicant are highly encouraged from nearby business owners, residents, and other stakeholder groups. Consent from each adjacent tenant business and/or property owner is not required, unless the application is for a Permit to use shared private Property, in which case owners of the property and those with whom the property is shared must provide written consent.

It is strongly encouraged that applicants contact business/property owners as soon as practical to ensure their feedback is received and considered before fully designing the project. Approval and/or comments from adjacent business and/or property owners in the form of a letter or email should include:

- Date
- Name
- Relationship (business owner or property owner)
- Their business/property address
- References to the temporary outdoor use proposal
- Comments and/or approval regarding the temporary outdoor use project
- Signature

Insurance Requirements:

Permittee shall provide Town with a Certificate of General Liability Insurance in the amount of one million dollars (\$1,000,000) naming as additional insured, “The Town of San Anselmo, its elected and appointed officials, boards, agencies, officers, agents, employees and volunteers” for the purposes of the Temporary Outdoor Activities Permit. Worker’s Compensation insurance in limits as required by the

Labor Code of the State of California. Where he deems necessary, the Town Manager or his designee may modify this requirement for applicants seeking a Permit for the use of private property.



Town of San Anselmo – Temporary COVID-19 Outdoor Activities Checklist

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APPLICATION REQUIREMENTS

1. Completed Application Form
 - a. There will be a common application, but a separate process for the temporary: (i) use of adjacent private spaces (e.g., private parking lots), (ii) use of adjacent public right-of-way (e.g., sidewalks, parklets), and (iii) use of other public spaces (e.g., outdoor plaza or park). For the Statement of Intended Use, include a description of outdoor use, food and beverage service, hours of operation. All applications must provide the following information, unless otherwise specified.
2. Town of San Anselmo Business License (copy)
3. ABC License (copy, if alcohol is served)
 - a. Evidence of adequate liquor liability insurance for proposed operations.
4. Insurance Certificate

General Liability Insurance. Permittee shall provide Town with a Certificate of General Liability Insurance in the amount of one million dollars (\$1,000,000) naming as additional insured, “The Town of San Anselmo, its elected and appointed officials, boards, agencies, officers, agents, employees and volunteers” for the purposes of the Temporary Outdoor Activities Permit. Worker’s Compensation insurance in limits as required by the Labor Code of the State of California. Where he deems necessary, the Town Manager or his designee may modify this requirement for applicants seeking a Permit for the use of private property.
5. Permission of Property Owner/Tenants Sharing Space.
 - a. If seeking to use shared private property (e.g., shared parking lot), applicant must provide upon submission of the permit application written consent from property owner and other parties with whom the property is shared, such as other tenants with common use of private property. Such written consent should include: date, name, relationship (business owner or property owner), their business/property address, references to approval of the proposed intended use, and signature. It is strongly encouraged that applicants contact business/property owners as soon as feasible to obtain this consent.
6. Site Plan Diagram of proposed dining or outdoor business use area. Note the following requirements.
 - a. 8 ½” x 11” minimum.
 - b. If not scaled, all dimensions clearly shown.
 - c. All light poles, signal poles, street signs, fire hydrants, bus stops, planter boxes, storm drains, and curb ramps shown.
 - d. Required clearances shown.
 - e. All tables, chairs, and separation devices shown.
 - f. Does not impede access to any Town inspection, maintenance, or operation/control device.
 - g. Does not block curb-side access to a loading zone.
 - h. Does not impede pedestrian access from curb-side parking to adjacent sidewalk.
 - i. Does not impede or restrict water flow along street curb.
 - j. 4’ clearance provided for pedestrians using the sidewalk.
 - k. 10’ clearance from corner curb lines and corner crosswalks.
7. Photographs of the proposed dining or outdoor business use area.
8. For all permits and agreements authorizing the temporary expanded use of public and private spaces, indemnification of the Town will be required for any third-party claims arising from the use of property.

ADDITIONAL RESOURCES / MATERIALS

1. Marin Recovers Guidelines for Reopening Business <https://marinrecovers.com/businesses/>



Town of San Anselmo – Temporary COVID-19 Outdoor Activities Application

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BUSINESS TYPE		REQUESTED PERMIT TYPE	
<input type="checkbox"/> Restaurant <input type="checkbox"/> Retail <input type="checkbox"/> Other:		<input type="checkbox"/> Temporary Outdoor Activities Permit (Use of Private Property) <input type="checkbox"/> Temporary Outdoor Activities Encroachment Agreement (Use of Public Property. If checked, complete pages 7 through 9)	
GENERAL INFORMATION			
Applicant Name:		Business Name:	
Telephone:	Fax:	Address:	
Email:			
Property Owner Name:		Additional Owners:	
Telephone:	Fax:	Address:	
Email:			
PROPERTY INFORMATION			
Project Address/Location:	Requested Start Date:	Proposed Duration:	
<p>Private Property: Will proposed outdoor activity require the use of private property not owned or leased by the Town? <input type="checkbox"/> Yes <input type="checkbox"/> No If the response is yes, has Permittee obtained all required authorizations (including but not limited to written agreements, licenses, and/or leases) to use said private property? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>Statement of Intended Use: Please provide the following information on separate attachment: (1) a description of the Business, (2) proposed outdoor activities, (3) a description of all improvements, structures and/or materials to be used to facilitate outdoor activities, (4) description of area in which proposed outdoor activities will take place along with a drawing, map or other visual depiction showing said area, improvements, structures and/or materials to be placed in said area.</p>			
Required Documentation (please mark which documents are being submitting along with the application)			
<input type="checkbox"/> Site Specific Health and Safety Plan <input type="checkbox"/> Site Plan Diagram <input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> ABC License (if applicable) <input type="checkbox"/> Statement of Intended Use			
INDEMNIFICATION			
<p>The undersigned agrees to accept all responsibility for loss or damage to any person or entity and to indemnify, hold harmless, and defend and release the Town of San Anselmo, its officers, employees, elected and appointed officials, agents, representatives, and volunteers from and against any and all actions, claims, damages, costs, or expenses which may be asserted by any person or entity, including Permittee, arising out of or in connection with the willful act or negligence of Permittee engaging in the activities associated with this Permit, whether or not there is concurrent negligence on the part of the Town, but excluding liability due to the sole negligence or sole willful misconduct of the Town..</p>			
CERTIFICATION / AUTHORIZATION			
<p>THE UNDERSIGNED AGREES THAT THE PROPOSED ACTIVITIES DESCRIBED ABOVE SHALL BE IN ACCORDANCE WITH AND SUBJECT TO THIS PERMIT'S TERMS AND CONDITIONS, SAN ANSELMO URGENCY ORDINANCE NO. 1147, SAN ANSELMO RESOLUTION NO. 4343 AND ALL OTHER APPLICABLE LOCAL, STATE AND FEDERAL LAWS, INCLUDING BUT NOT LIMITED TO STATE AND COUNTY EMERGENCY ORDERS REGARDING THE COVID-19 PANDEMIC.</p>			
Property Owner's Signature:		Date:	
<p>I, the undersigned applicant, have read this application for a Temporary COVID-19 Outdoor Activities Permit and agree with all of the terms and conditions herein and certify that the information, drawings and specifications herewith submitted are true and correct to the best of my knowledge and belief and are submitted under penalty of perjury.</p>			
Applicant's Signature:		Date:	
Town Manager or Authorized Designee: (Approval)		Date:	



Town of San Anselmo – Temporary COVID-19 Outdoor Activities Permit Terms and Conditions

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TERMS OF PERMIT

- A. **Indemnity.** Permittee agrees to accept all responsibility for loss or damage to any person or entity and to indemnify, hold harmless, and defend and release the Town of San Anselmo, its officers, employees, elected and appointed officials, agents, representatives, and volunteers from and against any and all actions, claims, damages, costs, or expenses which may be asserted by any person or entity, including Permittee, arising out of or in connection with the willful act or negligence of Permittee engaging in the activities associated with this Permit, whether or not there is concurrent negligence on the part of the Town, but excluding liability due to the sole negligence or sole willful misconduct of the Town.
- B. **Removal of Improvements.** The Town reserves the right to order the removal or relocation of Permittee's improvements, at Permittee's cost in the event same is required by the Town and/or a public utility. Whether or not said removal or relocation is required shall be left to the unfettered discretion of the Town and/or a public utility. Permittee hereby grants to the Town the right to remove or relocate said improvements and to come upon Permittee's land to effect said removal or relocation if deemed necessary by the Town and/or a public utility. Permittee waives any claim or right he/she/it may have for inverse condemnation, damages, or loss of income or business resulting from said removal. However, the Town will be responsible for repairing any physical damage caused to Permittee's structure(s) or property by the Town's but not a public utility's removal or relocation of said improvements. Upon removal or relocation of said improvements, all rights of Permittee under this Permit and the Permit itself shall terminate.
- C. **Compliance with Laws.** Permittee shall comply with all applicable local, State, and Federal laws and regulations at all times during the effective period of this Permit, including but not limited to laws regarding the obstruction of vehicular traffic, the Americans with Disabilities Act, State laws regarding serving alcohol, and County health laws regarding provision of food services. To the extent feasible, Permittee shall comply with the Town's Single Use Food Service Ware ordinance, San Anselmo Municipal Code section 5-10.01 et seq.)
- D. **Public Property.** If Permittee's proposed activities encroach into a public right-of-way and/or public property, Permittee shall procure a Temporary Outdoor Activities Encroachment Agreement.
- E. **Private Property.** If Permittee's proposed activities will take place on private property, Permittee shall demonstrate that Permittee has obtained all required authorization for use of the property before this Permit will take effect.
- F. **Insurance Requirements.**
- (1.) **General Liability Insurance.** Permittee shall provide Town with a Certificate of General Liability Insurance in the amount of one million dollars (\$1,000,000) naming as additional insured, "The Town of San Anselmo, its elected and appointed officials, boards, agencies, officers, agents, employees and volunteers" for the purposes of the Temporary Outdoor Activities Permit. Worker's Compensation insurance in limits as required by the Labor Code of the State of California. Where he deems necessary, the Town Manager or his designee may modify this requirement for applicants seeking a Permit for the use of private property.
- (2.) **Liquor Liability Insurance.** If Permittee proposes to sell or serve alcohol as a part of a its outdoor activities, Permittee shall furnish, before issuance of this Permit, proof of a liquor liability coverage endorsement or policy.
- G. **Violation of Permit.** Any violation of this Permit or any other local, State, or Federal law shall constitute an imminent threat to the public health and is hereby declared to be a public nuisance and shall be subject to enforcement as such; violations of this Permit or Urgency Ordinance No. ____ may result in the immediate revocation of this Permit and the cessation of any activities authorized by this Permit.
- H. **No Vested or Ongoing Rights Conferred.** Permittee understands and agrees that this Permit, San Anselmo Urgency Ordinance No. _____ San Anselmo Resolution No. _____ confer no vested rights to any ongoing or continued activities, and any and all activities authorized by this Permit are temporary in nature and granted solely to enable businesses to operate in compliance with State and local orders and guidelines regarding social distancing and COVID-19. All improvements, structures and installments approved pursuant to this Permit shall be removed in their entirety upon expiration of this Permit.
- I. **Non-Transferable.** This Permit is non-transferable. Only the Permittee to whom this Permit is issued shall be permitted to engage in the activities authorized herein.



Town of San Anselmo – Temporary Outdoor Activities Encroachment Agreement

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THIS AGREEMENT is made and entered into this ___ day of , 2020, _____ by and between (“Permittee”) _____ and Town of San Anselmo, a California municipal corporation (“Town”).

RECITALS

WHEREAS, Permittee is the operator of a certain business located in the Town commonly known as _____ [Business Name] (the “Business”), which is located at _____ [Street Address] (the “Property”).

WHEREAS, the proposed temporary use of the Property for outdoor activities associated with the Business, constitutes an encroachment onto the Town’s right-of-way known as _____ [Street Name] (collectively the "Encroachment").

WHEREAS, in accordance with Town Council Ordinance No. 1147 and Town Council Resolution No. 4343, the Town has determined that the Encroachment, at this time and as conditioned by this Agreement, will permit the Business to operate and the public to utilize its services in a manner that is consistent with social-distancing requirements to protect the health and safety of the community during the COVID-19 emergency.

AGREEMENT

Town hereby grants to Permittee a Temporary Outdoor Activities Encroachment Permit (the “Permit”) to encroach into the Town’s right-of-way on _____ [Street Name], by installing and maintaining private improvements for the use and benefit of the Property. In consideration of Town’s issuance of the Permit, Permittee covenants and agrees to abide by the terms and conditions set forth below.

1. By executing this Agreement, Permittee warrants and represents to Town that it has the full power and authority to accept and perform the terms and conditions contained in this Agreement.
2. Any work done pursuant to the Permit shall constitute acceptance of the terms and conditions contained in this Agreement.
3. No permanent structures are permitted within the Encroachment area. The Encroachment shall be installed and maintained in a safe and sanitary condition at the sole cost, risk, and responsibility of Permittee and its successors in interest.
4. As specified in Town Council Ordinance No. 1147 and Town Council Resolution No. 4343, this Permit shall only be valid for businesses that are permitted to reopen pursuant to State and County orders, laws and guidance associated with the COVID-19 emergency.
5. The Encroachment shall only be for that portion of the right-of-way depicted on Site Plan approved by the Town.
6. When the Encroachment is permitted as part of a temporary street closure events, Permittee agrees to strictly abide by the date and time limits established by the Town Manager or his designee for those events.
7. In compliance with the Americans with Disabilities Act (“ADA”), Permittee shall retain an unobstructed pedestrian path of at least _____ within the public right-of-way at all times. Additionally, an entry to the Encroachment area shall be a minimum _____ inches for disabled access.

8. Permittee shall comply with all requirements set forth in the Town's Outdoor Dining and Merchandise Displays Requirements, which are incorporated herein by reference.
9. Permittee must routinely clean the Encroachment area and shall be responsible for timely removal of all trash located or created within or resulting from the Encroachment.
10. Unless specifically permitted in writing by the Town Public Works Director or his/her designee, tables, chairs, displays and other portable appurtenances must be promptly removed from the Encroachment area at the end of each day.
11. No alcoholic beverage may be served or consumed within the Encroachment area without an appropriate license from the California Department of Alcoholic Beverage Control and adequate liquor liability insurance for the proposed outdoor operations.
12. The Town reserves the right to order the removal or relocation of Permittee's improvements, at Permittee's cost in the event same is required by the Town and/or a public utility. Whether or not said removal or relocation is required shall be left to the unfettered discretion of the Town and/or a public utility. Permittee hereby grants to the Town the right to remove or relocate said improvements and to come upon Permittee's land to effect said removal or relocation if deemed necessary by the Town and/or a public utility. Permittee waives any claim or right he/she/it may have for inverse condemnation, damages, or loss of income or business resulting from said removal. However, the Town will be responsible for repairing any physical damage caused to Permittee's structure(s) or property by the Town's but not a public utility's removal or relocation of said improvements. Upon removal or relocation of said improvements, all rights of Permittee under this Permit and the Permit itself shall terminate.
13. No addition, alteration, improvement, or expansion shall be made to the Encroachment that would cause further physical encroachment into Town's right-of-way.
14. In the opinion of the Town Public Works Director or his/her designee, if any fencing, mounting, furniture, or conditions associated with the Encroachment is unsafe, not secure, damaged, or disfigured, the condition shall be deemed a nuisance and shall promptly be corrected or removed by Permittee following written notice by the Town.
15. **Revocation.** This Permit may be revoked without cause for any reason whatsoever upon written notice from Town to Permittee. Permittee shall remove, relocate, or restore the Encroachment area, as directed by the Town Public Works Director or his/her designee, within fifteen (15) days following written notice from Town. In the case of an emergency, as determined by the Town, the Town may require that the Encroachment be removed immediately, or within less than fifteen (15) days. If the Permittee fails to remove, relocate, restore, or otherwise comply with the direction of the Town Public Works Director or his/her designee regarding the Encroachment, Town may cause the work to be done, and the costs thereof shall be a lien against the Property.
16. All rights and obligations that the Town possesses with respect to the right-of-way shall remain and continue in full force and effect and shall in no way be affected by Town's grant of permission to install and maintain the Encroachment as contemplated by this Agreement.
17. **Compliance with Laws.** Permittee shall comply with all applicable local, State, and Federal laws and regulations at all times during the effective period of this Permit, including but not limited to laws regarding the obstruction of vehicular traffic, the Americans with Disabilities Act, State laws regarding serving alcohol, and County health laws regarding provision of food services. To the extent feasible, Permittee shall comply with the Town's Single Use Food Service Ware ordinance, San Anselmo Municipal Code section 5-10.01 et seq.)
18. **General Liability Insurance.** Permittee shall procure and maintain, at its sole cost for the duration of this Agreement, a general liability insurance policy that protects Town from any claims that may arise in connection with the Encroachment in a form and with an insurer acceptable to the Town.
 - a. The policy shall provide General Liability Insurance in the amount of one million dollars (\$1,000,000) naming as additional insured, "The Town of San Anselmo, its elected and appointed officials, boards, agencies, officers, agents, employees and volunteers".
 - b. Permittee shall also maintain Worker's Compensation insurance in limits as required by the Labor Code of the State of California.
 - c. The policy shall not be cancelled or materially altered without thirty days advance written notice addressed to: San Anselmo Public Works Director, 525 San Anselmo Avenue, San Anselmo, CA 94925.
 - d. Permittee's insurance coverage shall be primary insurance with respect to the Town and its elected and appointed officials, officers, employees, agents, and representatives, and any insurance or self-

insurance maintained by the Town or any other additional insureds hereunder shall be excess insurance and shall not contribute with Permittee's insurance. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. An endorsement evidencing such coverage shall be filed with the Town Public Works Director prior to any use of the Encroachment area by Permittee. The endorsement must reference the insurance policy number indicated on the certificate of insurance and must be signed by an individual authorized to bind coverage on the insured's behalf.

19. **Liquor Liability Insurance.** If Permittee proposes to sell or serve alcohol as a part of its outdoor activities, Permittee shall furnish before issuance of this Permit, proof of a liquor liability coverage endorsement or policy.
20. **Indemnity.** To the fullest extent permitted by law, Permittee shall indemnify, defend and hold harmless Town and its officers, employees, elected and appointed officials, agents, representatives, and volunteers from and against any and all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages (including but not limited to injury or death to any person or damage to property), expenses, costs (including without limitation fees and costs of attorneys and expert witnesses), judgments, penalties, and liens of every nature arising or claimed to arise, directly or indirectly, out of (a) Permittee's use an enjoyment of the Encroachment area, (b) any other activity of Permittee in, on, or about the Encroachment area, including but not limited to the performance of, or failure to perform, any maintenance, repair, or construction work thereon, or (c) Permittee's failure to comply with any provision of this Agreement. This indemnification obligation shall survive this Agreement and shall not be limited by the term of any insurance policy required under this Agreement. Permittee's duty to indemnify, defend and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the Town and its elected and appointed officials, officers, employees, agents, representatives, and volunteers. Permittee further agrees to pay any and all costs Town incurs to enforce this indemnity and defense provision.
21. This permit is valid commencing on the date of execution set forth immediately below and shall expire _____ days from issuance, unless renewed in writing at the sole discretion of the Town Manager or his/her designee.

EXECUTED this ____ day of _____, 2020, in San Anselmo, California.

APPLICANT/PERMITTEE:

Signature of Applicant/Permittee

Printed Name of Applicant/Permittee

TOWN OF SAN ANSELMO:

Town Manager or Authorized Designee



Outdoor Dining and Merchandise Displays Requirements

A site plan drawn to scale, depicting passageway dimensions, the location of seating, tables, umbrellas and/or merchandise displays, together with such other information and exhibits as required by the Public Works Director, shall accompany the application.

Outdoor Dining Areas:

- A. Outdoor dining areas shall be permitted as accessory uses in connection with lawfully established restaurants or food service establishments. Food and beverages served in the outdoor dining area shall be limited to that which is served in the interior of the restaurant or food service establishment.
- B. Furniture and fixtures utilized in outdoor dining areas shall be of good quality, durable materials and construction. Furniture and fixtures utilized in outdoor dining areas may not be bolted into the ground or fastened to streetlights, trees or other street furniture. Tables and chairs must be removed during non-business hours, unless located on private property.
- C. Any outdoor lighting associated with outdoor dining areas shall be subject to the approval.
- D. Portable heaters utilized in outdoor dining areas shall be located a minimum of three feet from any combustible material and shall be located completely within the confines of the outdoor dining area.
- E. The canopies of umbrellas utilized in outdoor dining areas must provide a minimum vertical clearance of seven and one-half feet, unless the umbrella does not extend beyond the outside edge of a table. Umbrella canopies shall not be placed within two feet of the face of a curb. Weather shields, temporary walls and awnings, must provide a minimum vertical clearance of seven and one-half feet.
- F. No sound amplification device, musical instrument or sound reproduction device shall be operated or used in outdoor dining areas.
- G. Outdoor dining areas shall be maintained in a clean condition at all times. All litter and food items associated with the outdoor dining area shall be removed and disposed of on a continual basis. The ground surface of the outdoor dining area shall be steam cleaned or pressure washed on a quarterly basis, or as often as determined necessary by the Town. Residue water from steam cleaning or pressure washing must be appropriately collected in accordance with best management practices guidelines, never flushed down a gutter or storm drain.
- H. Outdoor dining areas in public rights-of-way shall not obstruct access to parking areas or driveways or encroach on landscape areas. Owner/operator shall be responsible for compliance with all Building and Fire codes with regards to accessibility.



Fire Prevention Checklist for Restaurants

All items listed have been determined to meet the requirements of the 2019 California Fire Code. These criteria allow for fire and life safety requirements to remain during a temporary circumstance. The criteria require, but are not limited to, the following conditions:

Exiting – Exit doors, exit paths, exit signage, and exit blockage

- All paths marked with exit signs shall meet the requirements designed by the CFC to allow the occupants to safely exit the building to a public area.
- If an outdoor seating area has altered the designated exit path, then exit signs shall be temporarily covered or altered.**
- Installation of exterior exit signs shall be required when it is needed for occupants to return into the building for standard exiting.
- All doors shall remain unlocked during business hours.
- No alterations to existing exits shall occur without the fire departments approval.

Seating – Layouts, spacing, barriers, and flammable materials

- All tables and chairs need to be laid out to allow for exit paths while maintaining the minimum distancing requirements for both fire safety and physical distancing.
- Installation of any materials as barriers, for permanent seating requirements, should have fire department approval prior to installation.** Example: Hanging cloth, temporary walls, or use of flammable material.

Lighting – Lights, heating, power chords, and generators

- Additional outdoor lighting requirements shall be required if over 50 people are expected to be dining in that given area.**
- Heating devices shall remain a minimum of 5 feet from all combustible material including the structure.
- All temporary lighting must be UL listed products and powered by approved sources.
- The use of generators shall meet all requirements of the CFC. The power units must remain a minimum of 5 feet from all combustible materials, including the structure.*
- Extension cords must remain unaffixed from the structure and outside of all paths of travel.*

Additional – Extinguishers, tents, fire access, and permits**

- Additional 2A:10B:C extinguishers may be installed every 75 feet for each additional seating areas established. A minimum of one is required.
- Tents or canopies installed for temporary coverings require permits prior to use and are subject to inspections.**
- Access shall remain for all existing fire appliances including, but not limited to, hydrants, standpipes, extinguishers, alarm panels, utility shut offs, pull stations, etc.

*Item subject to all requirements in the 2019 California Fire Code and local fire ordinances.

**This change may require an inspection or approval from the local fire agencies prior to use.