



# City of San Clemente

## Planning Division

910 Calle Negocio, San Clemente, California 92673

Phone: (949) 361-6197 <http://ci.san-clemente.ca.us>

## TEMPORARY OUTDOOR OPERATING PERMIT APPLICATION

Thank you for your interest in the temporary outdoor operating permit in the City of San Clemente! A Temporary Outdoor Permit may be issued to temporarily permit outdoor business operations on private or public property (commercial/industrial/mixed use) during the City of San Clemente declaration of local emergency due to COVID-19. In order to process your application as quickly as possible, the application must be submitted to the Planning Division in complete form. Incomplete applications will be delayed in the review process and are grounds for denial. Once approved, a temporary outdoor operating permit is in effect until June 30, 2021 unless the City or State Declarations of Emergency related to Covid-19 end at an earlier date.

APPLICANT INFORMATION			
Contact Person:		Phone:	
Business Name:		Email:	
Business Lic #		Address:	
Non-Profit ID#		City/Zip:	

OUTDOOR OPERATIONS INFORMATION			
Address:			
Event Type:	<input type="checkbox"/> Outdoor Retail Display <input type="checkbox"/> Other: _____ <input type="checkbox"/> Outdoor Dining		
Location:	<input type="checkbox"/> Private Property <input type="checkbox"/> City Public Right-Of-Way (Sidewalk, Parking Spaces, Street, Alleyway)		
Activity Dates:		Activity Hours of Operation:	
Activity Description: <i>(Attach additional pages as needed)</i>			

FOR OUTDOOR DINING ONLY			
Number of Seats prior to local emergency:	Interior _____ Exterior _____	Proposed Number of Seats:	Interior _____ Exterior _____

PROPERTY OWNER AUTHORIZATION (required for proposed outdoor activities on private property only)			
Property Owner of Record:		Phone:	
Signature:		Email:	
Date:		Address:	
Street Address:		City/Zip:	

**Please make a copy of the application for yourself**, prior to submitting it to the Planning Division. Your application will be circulated to affected departments who may contact you for clarification or additional information. The City representative will approve, conditionally approve, or deny your event application according to the information received.

**SUBMISSION CHECKLIST**

- Temporary Outdoor Operating Permit Application
- Letter of Justification / Explanation of Business Operations
- Site Plan, see checklist below
- Signed Acknowledgment/Consent Form -- Attachment 1
- Insurance Certificate and Additional Insured Endorsement (activity on public property only)\*

\*The City requires Commercial General Liability, personal injury and property damage liability, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval. An additional insured endorsement to the general liability policy is required and shall name and list the City of San Clemente, its officials, officers, employees, agents and volunteers as additional insured.) See Attachment 2 for instructions.

**SITE PLAN CHECKLIST**

Please provide a general layout of your activity superimposed on an aerial view imagery including the following:

- An outline of the event site including names of streets or areas surrounding the event.
- Location of tables, chairs, platforms, tents (specify size), booths, etc.
- Location of fencing, barriers or barricades.
- Location of trash receptacles.
- Any outdoor lighting.
- Generator locations and/or source of electricity.
- Number of parking spaces to be repurposed for the temporary activity.
- Placement of promotional signs or banners.
- Dimensions of activity area boundaries.
- Any street closures.

Please **submit this application to the City of San Clemente** by email at [LightfootJ@san-clemente.org](mailto:LightfootJ@san-clemente.org) or mail to 910 Calle Negocio, San Clemente 92672. For questions, please contact Jonathan Lightfoot at (949) 361-8254.

**APPLICANT'S INDEMNIFICATION/WAIVER** *(Must be at least 18 years of age)*

I agree, on behalf of myself as an individual and \_\_\_\_\_ ("Organization"), to indemnify, defend, and hold free and harmless the City of San Clemente and all of their respective agents, officers, and employees (collectively hereinafter referred to as the "City") from and against any and all loss or liability for claims or judgments against the City, including attorney's fees and costs, that may occur or arise as a result of the planning, preparation, or operation of the Special Activity/Event. However, neither I nor the Organization shall be obligated to defend, indemnify and hold free and harmless the City from any claim that may arise as a result of the City's sole gross negligence or willful misconduct. Furthermore, on behalf of myself and the Organization, I agree to waive any and all claims, costs, liabilities, expenses, or judgments against the City, including attorney fees and court costs, which may accrue to myself or the Organization as a result of the planning, preparation, or operation of the Special Activity/Event. Furthermore, I agree, on behalf of myself as an individual and on behalf of the Organization, as a condition of holding the Special Activity/Event within the City of San Clemente, to pay to the City the costs of any damage, injury, or loss of any public property which directly or proximately results from the occurrence of the Special Activity/ Event. The payment for all such damage, injury, or loss shall be submitted the City within ten (10) days of receiving an invoice from the City listing the costs of such damage, injury, or loss to public property. I understand that this obligation is both an obligation of the Organization sponsoring the activity/event as well as a personal obligation which I freely accept. I certify under penalty of perjury that I have the authority to bind the Organization sponsoring this Special Activity/Event to pay any and all such costs associated with the damage, injury, or loss of public property which directly or proximately results from the occurrence of the special activity/event. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE ABOVE INDEMNIFICATION/WAIVER.

\_\_\_\_\_  
(Printed Applicant Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
As an individual and on behalf (Applicant Signature)

of

\_\_\_\_\_  
(Name of Organization)

## ATTACHMENT 1: ACKNOWLEDGMENTS FOR TEMPORARY OUTDOOR OPERATING PERMIT

1. The Applicant acknowledges and agrees to the following as a condition of the rights conveyed by the approval granted by the City, as well as any orders of or conditions imposed by the Director.
2. The approval granted hereby is based upon emergency conditions and is intended to be temporary in nature. It is subject to revocation and/or modification at the discretion of City's Director of Community Development (the "Director".)
3. The initial approval was granted by the Director as part of an expedited effort to enable the reopening of businesses in the City, without the benefit of typical review processes.
4. The Director intends to perform a more detailed review of each Temporary Emergency Business Operation Permit issued when time permits, and the Applicant expressly acknowledges that different or additional conditions are likely to be imposed; moreover, that it is possible that criteria initially approved may be deemed inappropriate and revoked or modified.
5. No vested rights are created by this approval, and any rights conveyed, by virtue of their nature as temporary emergency measures, may be revoked at any time by the Director.
6. As the fluid emergency situation evolves, changes to the approvals granted hereby are likely to occur and eventually the Director will terminate the temporary emergency approvals granted.
7. Applicant expressly acknowledges that this approval merely permits operating conditions to occur that might otherwise be contrary to the City's municipal code or other regulations or contrary to entitlements otherwise applicable to the Applicant. It does not relieve the Applicant from complying with State, County or Federal Orders or guidelines applicable to the COVID 19 emergency, nor does it relieve Applicant of its obligations to comply with other State or Federal laws or regulations.
8. BE A GOOD NEIGHBOR. Ensure your business operations for the Temporary Emergency Outdoor Operating Permit do not result in a negative impact to adjacent residents, businesses, pedestrians, and patrons.

## CONDITIONS OF APPROVAL FOR TEMPORARY OUTDOOR OPERATING PERMIT

1. Outdoor dining areas located on the sidewalk and/or in the Public Right-of-Way shall not obstruct pedestrian traffic or ADA access (minimum 4 feet clear from obstructions) and shall be kept free of debris.
2. The outdoor dining area shall provide social distancing for patrons with a minimum 6' separation between tables.
3. Service of alcohol is prohibited unless the restaurant provides the City with ABC approval of the COVID-19 TEMPORARY CATERING AUTHORIZATION ([application link](#)). A barrier is required around approved areas.
4. Outdoor dining areas shall not be cleaned and/or washed off with water, unless it is fully captured on site, to avoid runoff into any drainage system or storm drain. Additional pollution prevention standards are attached.
5. This permit does not allow for the private use of public beach areas or sensitive habitat areas; coastal vegetation removal is not permitted to support the temporary outdoor operations activity.
6. The applicant is responsible for the security and maintenance of the outdoor dining area, and the tables/ chairs shall be removed after business hours from the Public Right-of-Way to a secured location.
7. Live entertainment shall be prohibited, unless specifically reviewed and authorized by City staff.
8. The property owner has authorized the right to use the leased property for the intended use.
9. Existing fire department access shall be maintained and occupants shall have the proper means of egress to exit the building and patio areas. No tents/canopies larger than 10x10 shall be used without review and approval by Building and OCFA. See supplemental OCFA guidelines attached.

Applicant Name (print) \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

# Supplemental Acknowledgment:

## Orange County Fire Authority Requirements:

- Exits and aisles leading to exits shall not be obstructed at any time.
- Exits shall terminate to an approved Public Way.
- Fire department access, roadways and gates shall remain unobstructed at all times in order to allow emergency vehicles access for firefighting purposes.
- A method of controlling parked cars shall be maintained to keep a 20 foot clearance from the exterior patios
- Temporary railings shall be adequately braced and anchored to withstand the elements of weather and/or collapse.
- A currently tagged fire extinguisher (min. 2A 10BC ) shall be present within 75 feet of travel distance
- All fire protection equipment shall be maintained in an operative condition.
- Temporary Patio areas shall not be located within 20 feet of property lines, buildings, parked vehicles or internal combustion engines.
- Clearance around fire protection equipment shall be maintained. (Fire hydrants, Fire department connections, and Outside Stem & Yolk's)
- Generators shall be separated from tents and canopies by a minimum of 20 feet and isolated from the public by fencing or other means. Permits may be required from the City Building Department.
- Flaming food, drinks, and candles are prohibited.

## Cleaning and Pollution Prevention Standards:

- Outdoor eating and drinking venues must adhere to water pollution prevention practices to prevent trash, debris, food residue and other wastes from entering the storm drain system. The applicant is responsible for cleaning the permitted area. Clean-up activities must be in compliance with all pertinent City codes, including the Storm Water Runoff Control Ordinance, Municipal Code Section 13.040.
- When cleaning outdoor eating/drinking spaces follow these best management practices (BMPs):
- Do not hose down any outdoor eating/drinking area.
- Use dry cleanup methods, such as sweeping and hand removal, to clean up debris.
- Have materials (absorbent pads, material, rags, mops, brooms, and/or dust pans) on-site to immediately clean-up spilled/edible materials such as beverages, ice cream or food.
- Periodically clean all outdoor eating/drinking areas of waste material during the operation.
- Trash, debris, food residue and other wastes must be removed at the conclusion of each day.

- Place and regularly service temporary waste and recycling receptacles near outdoor eating/drinking areas for patrons to conveniently dispose of/recycle waste material. This will help prevent the overflow of nearby City trash and recycling receptacles.
- Any water used for cleaning purposes must be collected and disposed of appropriately.
- At no time shall waste or wastewater enter the City's storm drain system, which includes gutters and storm drain catch basins.
- Train employees about pollution prevention best management practices (BMPs).
- It is the responsibility of the eating/drinking establishment owner/operator to prevent pollution and institute employee training on a daily basis.

## City of San Clemente Code Compliance Standard Conditions


- The applicant shall comply with all applicable current and future provisions of the San Clemente Municipal Code, adopted ordinances, and state laws.
- The Applicant (including any property owners and managers, and their designees) shall abide by all applicable laws, including Orange County Health Department and the California Department of Alcoholic Beverage Control (ABC) laws.
- The Applicant (including any property owners and managers, and their designees) shall use his/her best judgment and best management practices to ensure activities on the premises will be conducted in a manner that will not be disruptive to other commercial or residential neighbors and result in police services, which cost the City of San Clemente expense.
- Use of the subject property shall conform to all occupancy requirements, including posting of signs related to the maximum occupancy limitations.
- The Property owner (including any their designees) shall be responsible for any issues/complaints brought forth regarding limiting the parking lot access and use of the parking areas among tenants for this approval. All access and on-site parking issues arising, from this request, must be directed to the property owner or record.
- The use of amplified sound outdoors (speakers, performers, etc) is not permitted unless specifically reviewed and approved by the City and indicated on the Temporary Outdoor Operating Permit certificate.
- The Temporary Outdoor Operating Permit certificate shall be posted on the premises.
- The City requires an Insurance Certificate and Additional Insured Endorsement if any business activity will be occurring on public property. The City requires Commercial General Liability, personal injury and property damage liability, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval. An additional insured endorsement to the general liability policy is required and shall name and list the City of San Clemente, its officials, officers, employees, agents and volunteers as additional insured.
- When electrical power is taken from a building to an area outside the following shall apply.
  1. The extension cord shall be a grounded type with 18 ga minimum conductors.
  2. Where the cord passes through doors or windows the opening shall be secured open to prevent pinching the cord.
  3. Where cords cross sidewalks they shall be protected with additional protection with cord channels or conduit with sloped edges to accommodate disabled crossing.
  4. The cord's electrical supply shall be GFCI protected.

## ATTACHMENT 2: INSURANCE INSTRUCTIONS

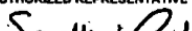
### Insurance Requirement For Temporary Outdoor Dining Involving Public Property

The City requires Commercial General Liability, personal injury and property damage liability, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval. An additional insured endorsement to the general liability policy is required and shall name and list the City of San Clemente, its officials, officers, employees, agents and volunteers as additional insured.

*A certificate would look like this:*

	OCT 03 2018	GREAWES-01	TMOCK
<b>CERTIFICATE OF LIABILITY INSURANCE</b>			DATE (MM/DD/YYYY) 09/26/2018
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			

*And it would name the city as a certificate holder – like this:*

CERTIFICATE HOLDER	CANCELLATION
City of San Clemente 100 Avenida Presidio San Clemente, CA 92672	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

*And there would be an additional insured endorsement, like this:*

*(Please note, however, that the City's address should be updated to 910 Calle Negocio.)*

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Person or Organization:**

City of San Clemente, its Officials, its Officers, Employees, Agents and Volunteers  
100 Avenida Presidio  
San Clemente, CA 92672