



Community Services
1557 Healdsburg Ave
Healdsburg, California 95448
(707) 431-3128
mmilde@cityofhealdsburg.org

June 3, 2020

Healdsburg Business Owner:

On Monday, June 1, 2020, Healdsburg City Council adopted a resolution authorizing the City Manager to issue temporary Outdoor Activities Permits that allow Healdsburg businesses to utilize portions of public spaces in commercial districts. This action was done to provide additional outdoor space for business operation and physical distancing due to the COVID-19 pandemic.

Healdsburg business owners, including retail, restaurant, tasting rooms, art galleries, hotels, and so forth can now apply to make use of public space using the Temporary Outdoor Activities Permit Application. Public spaces include, but is not limited to, sidewalks, alleyways, parking stalls, parks and public facilities including the Villa Chanticleer. The Temporary Outdoor Activities Permit Agreement provides details on the types of use that can be permitted and will need to be signed and submitted with your permit application. Additional information can be found at:

www.cityofhealdsburg.org/OpeningPublicSpace

In this effort, the City of Healdsburg will continue to work with business owners to: (1) Ensure proper utilization of public spaces under the approved guidelines of their permit; (2) Promote current CDC protocols such as handwashing, facial coverings, and physical distancing through signage and business outreach; (3) Provide resources to support pedestrian, employee, business safety from vehicular traffic; (4) Deliver updates on new or amended Sonoma County orders; and (5) Provide opportunities for businesses to connect and discuss issues, concerns, questions, and successes of the permit program.

We look forward to working with you closely to ensure that you have the resources needed to operate in accordance with Sonoma County Health Services, CDC, ABC, and City of Healdsburg guidelines, orders, and codes.

Respectfully,

A handwritten signature in blue ink, appearing to read "MMilde".

Matt L. Milde, CPRP
Permit Coordinator



Healdsburg Community Center
 1557 Healdsburg Avenue
 Healdsburg, CA 95448
 707.431.3128 Main
 707.431.3172 Fax

TEMPORARY OUTDOOR ACTIVITIES PERMIT – APPLICATION

CONTACT INFORMATION	
Business name:	Owner (Applicant):
Primary phone:	Email:
Address:	
Business type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Tasting room <input type="checkbox"/> Hotel/Inn <input type="checkbox"/> Café / Bakery <input type="checkbox"/> Other (describe):	

ENCROACHMENT DETAILS	
Requested start date:	Proposed duration / End date:
Public space requested (check all that apply): <input type="checkbox"/> Sidewalk <input type="checkbox"/> Parking Stall(s) <input type="checkbox"/> Villa Chanticleer <input type="checkbox"/> Plaza Park <input type="checkbox"/> Other Public Park, Public Building, or Right-of-Way (describe):	
Public space purpose (check all that apply): <input type="checkbox"/> Outdoor Retail / Retail Display <input type="checkbox"/> Outdoor Dining <input type="checkbox"/> Outdoor Food Sales (non-sit-down dining) <input type="checkbox"/> Alcohol Sales/Service <input type="checkbox"/> Other (describe):	

PRIVATE PROPERTY	
Will proposed outdoor activity require use of private property not owned/leased by Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe and obtain signature of property owner:	
Property Owner Signature:	Date:

BUSINESS NOTIFICATION			
Please indicate that you have notified the businesses immediately adjacent to your business as to the proposed use. If you are proposing using a parking spot(s), adjacent business owners' permission/support may be required.			
1)	Business:	Owner:	Method/Date of Notification: (i.e. in-person, email):
2)	Business:	Owner:	Method/Date of Notification: (i.e. in-person, email):

INSURANCE
A Certificate of Liability Insurance with Endorsement is required for utilization of public property. <ul style="list-style-type: none"> ➤ Please see the Temporary Outdoor Activities Permit Agreement for specific details / requirements ➤ Proof of insurance is not required at time of application, but must be submitted and approved prior to issuance of a Temporary Outdoor Activities Permit <input type="checkbox"/> I understand.

SUMMARY

Please provide a brief description of your business with summary of proposed outdoor activities and hours of operation. Include a list of all improvements, structures, equipment and/or materials to be used to facilitate outdoor activities:

MAP / LAYOUT

Please provide visual representation of area in which proposed outdoor activities will take place; you may attach additional pages if needed. **Important:** Please see the Temporary Outdoor Activities Permit Agreement for a full listing of details to include on your map / layout:

SIGNATURE

The undersigned applicant is twenty-one years of age or over. I have read and understand the information provided in the Temporary Outdoor Activities Permit Agreement and will abide by all applicable requirements. The applicant agrees that they will be responsible for the use and care of city property. Applicant agrees to indemnify and save harmless the City of Healdsburg, its officers, agents and employees and against any and all loss, damage and/or liability that may be suffered or incurred by the City of Healdsburg, its officers, agents and employees, and against any and all claims, demands and causes of action that may be brought against the City of Healdsburg, its officers, agents and employees, caused by, arising out of or in anyway connected with the use by the undersigned of the City of Healdsburg facility or the exercise of the privilege herein granted, except that arising out of the sole negligence of the City. I hereby declare that I have read and understand and agree to abide by and to enforce the rules, regulations, and policies affecting the use of the facilities. I understand that vague and/or incomplete applications will delay the approval process.

Applicant signature:

Date:



TEMPORARY OUTDOOR ACTIVITIES PERMIT - AGREEMENT

INTRODUCTION

On Monday, June 1, 2020, Healdsburg City Council adopted a resolution authorizing the City Manager to issue temporary Outdoor Activities Permits that allow businesses to utilize portions of public spaces in commercial districts. This action was done to provide additional outdoor space for business operation and physical distancing due to the COVID-19 pandemic. Healdsburg business owners, including retail, restaurant, tasting rooms, art galleries, hotels, and so forth can now apply to make use of public space using the Temporary Outdoor Activities Permit Application. Public spaces include, but is not limited to, sidewalks, alleyways, parking stalls, parks and public facilities including the Villa Chanticleer. Herein, you will find helpful information and guidelines that will assist your business in obtaining a greater commercial footprint, on a temporary basis, to support you during the COVID-19 pandemic through this newly established permit process. Please initial each page of this agreement, sign where prompted, and include with your Temporary Outdoor Activities Permit Application.

ELIGIBLE BUSINESSES

Only those businesses that require outdoor space in order to effectively run their business while complying with State and local social distancing requirements are eligible to operate. Nothing in this permit shall authorize a particular business to operate outside unless and until that business is authorized to operate pursuant to State and County Orders. All businesses must be in full compliance with all State and County Orders regarding reopening and operation in order to qualify for this permit. The City shall only enter into an Outdoor Activities Agreement that authorizes activities which are consistent with State and County orders regarding essential businesses.

USE OF PRIVATE PROPERTY

Nothing in the Temporary Outdoor Activities Permit relieves a business from any obligations or laws requiring consent of adjacent property owners for use of private property. Businesses seeking to operate outdoors shall obtain consent of any private property owners whose property will be used for outdoor operations.

ENCROACHMENT INTO PUBLIC RIGHT-OF-WAY

To streamline the issuance of temporary rights of encroachment into the public right-of-way, the City has temporarily amended its encroachment permit and agreement process as follows:

- 1) The following requirements set forth in the Healdsburg Municipal Code Title 12 regarding encroachment permits and encroachment agreements shall not apply to businesses who receive an Temporary Outdoor Activities Permit per this Resolution allowing them to encroach into the public right of way for purposes of conducting business in compliance with State and local social distancing requirements: HMC §§ 12.04.090 (Permit required to construct, etc., awnings, etc., over sidewalks.) and 12.12.030 (Encroachment Permit Required).
- 2) The following requirements set forth in the Healdsburg Municipal Code Chapter 20.16 relating to specific aspects of the Zoning Code relating to business' outdoor activities shall not apply to businesses who receive an Temporary Outdoor Activities Permit per this Resolution for purposes of conducting business in compliance with State and local social distancing requirements: HMC §§ 20.16.075 (Prohibited Outdoor Storage and Display Areas), 20.16.080 (Outdoor Eating Establishments), 20.16.085 (Temporary Displays and Sales), and 20.16.090 (Screening Requirements).
- 3) Businesses seeking to encroach into the public right-of-way for purposes of conducting business in compliance with State and local social distancing requirements, shall execute an Temporary Outdoor Activities Permit in lieu of obtaining an encroachment permit and as required by HMC Ch. 12.12.

ADDITIONAL PERMITS

Nothing in the Temporary Outdoor Activities Permit relieves a business from the requirement to:

- 1) Obtain a building permit for outdoor activities if a building permit would otherwise be required, nor does this order relieve a business from complying with all provisions of the Building Code, including but not limited to, maximum occupancy requirements.
- 2) Undergo design review for exterior alterations if such design review is required pursuant to any historic property standards, except that temporary installments, including but not limited to, tents, fencing, barriers and enclosures, may be authorized to facilitate proposed outdoor activities.
- 3) Obtain any and all County permits regarding the provision of food and dining services.

MAP / LAYOUT REQUIREMENTS

In your Temporary Outdoor Activities Permit Application, you will be asked to include a ***detailed*** drawing / visual representation of the area in which your proposed outdoor activities will take place. To assist us providing a thorough review of your map / layout you will be asked make note of the following:

Boundaries & Equipment:

- Clearly define the boundaries of your proposed footprint and identify the names of any neighboring businesses
- Label street names any adjacent streets
- Include all improvements, structures, equipment, and/or materials (ie. tables, stands, dividers, barriers, etc.)
- Identify all permanent public fixtures within your proposed footprint (ie. sidewalks, trees, fire hydrants, benches, etc.)
- Indicate 48" path of ADA compliant path of travel

Parklet Dining:

- Details of construction of platform if used to create flat surface
- Details of hand railing if a drop off is created by platform
- Details at connection point to curb or note to be created "flush with curb"
- Details of any ramp or other device to allow wheelchair access
- Dimensions between seats
- Dimension from seating to edge of travel way
- Vertical clearance of 7' minimum required from walking surface (ie. if patio umbrellas are used)

Public Park:

- Provide specific location of all activities
- Identify any proposed customer parking
- Indicate any equipment that requires staking into the grass
- Note: Driving vehicles on park grounds is not permitted.
- Note: Business operation may only be conducted during established park hours

TERMS & CONDITIONS

Please read and understand the following permit terms & conditions:

- 1) 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 City of Healdsburg, its agents, and employees from and against any and all liability 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 Agreement, whether or not there is concurrent negligence on the part of the City, but excluding liability due to the sole active negligence or sole willful misconduct of the City.
- 2) The City reserves the right to order the removal or relocation of the improvements listed in the Temporary Outdoor Activities Permit, at Permittee's cost in the event same is required by the City and/or a Utility. Whether or not said removal or relocation is required shall be left to the unfettered discretion of the City and/or a Utility. Permittee hereby grants to the City 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 City and/or a 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.
- 3) Permittee shall comply with all applicable local, State, and Federal laws and regulations at all times during the effective period of this agreement, including but not limited to laws regarding the obstruction of vehicular traffic, the Americans with Disabilities Act and County health laws regarding provision of food services.
- 4) If Permittee's proposed activities encroach into public right-of-way and/or a public easement, Permittee shall procure and maintain for the duration of this Agreement, and furnish proof along, with this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement, as set forth in this section.
- 5) Permittee understands and agrees that this permit confers no vested rights to any ongoing or continued activities, and any and all activities authorized by this Agreement and Order are temporary in nature and granted solely to enable businesses to operate in compliance with State and local orders regarding social distancing and COVID-19. All improvements, structures and installments approved pursuant to this Agreement shall be removed in their entirety upon expiration of this Agreement.
- 6) This Agreement is non-transferable. Only the permittee with whom this Agreement was entered shall be permitted to engage in the activities authorized herein.
- 7) This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed.
- 8) Please read and attest to the following:
 - I understand that this permit is temporary and will expire on **January 31, 2021** unless extended in writing.
 - I will adhere to all Sonoma County Health Services orders and requirements.
 - I will commit to meeting or exceeding requirements of the [Business Mitigation Practices](#) put into place by Sonoma County to prevent the spread of COVID-19.
 - I will adjust my outdoor plan if City staff identify safety, ADA compliance, or logistical issues after this permit is issued.
 - I accept all risk related to loss or damage of any outdoor furnishings.
 - I will always leave room for ADA access (minimum of 48" unobstructed clearance) and for appropriate pedestrian flow.
 - I will leave Fire Department connections, fire hydrants, and designated red zones unobstructed.
 - I will train staff on the location of the nearest fire extinguisher to the outdoor space.
 - I will assure that exits for my business and adjoining businesses remain unobstructed.
 - I will not cook outdoors unless prior approval is granted by Sonoma County Health Services and Fire Department.
 - I understand that amplified noise is not permitted under this permit
 - I am not prohibited by any lease or rental agreement from expanding my business outdoors in front of my business.

INSURANCE

If Permittee's proposed activities encroach into public right-of-way and/or a public easement, Permittee shall procure and maintain for the duration of this Agreement, and furnish proof of along with this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement, as set forth in this section. The cost of such insurance shall be borne by Permittee. Permittee's whose activities do not encroach into public right-of-way and/or a public easement, shall not be required to obtain said insurance.

Minimum Scope of Insurance Permittee shall obtain and all times during duration of this Outdoor Activities Agreement maintain coverage at least as broad as:

- (a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- (b) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for Permittees with employees).
- (c) Property insurance against all risks of loss to any tenant improvements or betterments.

Permittee shall maintain limits no less than:

- (a) General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. 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 project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
- (c) Property Insurance: Full replacement cost with no coinsurance penalty provision.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Permittee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- (a) The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of the premises/property owned by or leased to the Permittee.
- (b) The Permittee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Permittee's 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

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless prior approval is received from the City Attorney.

TIMELINE

This permit is temporary and will expire on **January 31, 2021** unless extended in writing. This permit may be terminated, revoked, or amended at any time at the sole discretion of the City Manager.

VIOLATIONS

Any violation of this 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 may result in the immediate termination of an Temporary Outdoor Activities Permit and the cessation of any authorized activities.

PERMIT PROCESS

STEP 1: Applicant can submit permit application via:

Mail or Drop-off:

Community Services Department
c/o Matt Milde, Permit Coordinator
1557 Healdsburg Avenue
Healdsburg, CA 95448

E-Mail:

Matt Milde, Permit Coordinator
mmilde@ci.healdsburg.ca.us

STEP 2: Permit Coordinator collects all application materials and provides initial review of application.

- Completed application with required map/layout and signatures
- Initialed and signed agreement
- Proof of Liability Insurance with Endorsement
- Any supplemental maps, layouts, or materials

STEP 3: Permit Coordinator routes completed application to approval committee.

STEP 4a: Approval committee may request a virtual or on-site meeting with the applicant to review request.

STEP 4b: Approval committee submits comments/requirements to Permit Coordinator to be included in final permit.

STEP 5: Permit Coordinator assembles all added conditions and requirements, if any, and has applicant sign and receive final permit.

SIGNATURE

THE UNDERSIGNED AGREES THAT THE PROPOSED ACTIVITIES DESCRIBED ABOVE SHALL BE IN ACCORDANCE WITH AND SUBJECT TO THIS AGREEMENT'S TERMS AND CONDITIONS, CITY OF HEALDSBURG RESOLUTION NO. 64-2020, AND ALL OTHER APPLICABLE LOCAL, STATE AND FEDERAL LAWS, INCLUDING BUT NOT LIMITED TO STATE AND COUNTY EMERGENCY ORDERS REGARDING THE COVID-19 PANDEMIC.

Applicant signature:

Date: