



City of Half Moon Bay
Community Development Department
501 Main Street
Half Moon Bay, CA 94019
650-726-8270

APPLICATION: STREATERIES & PARKLETS

Date Received: _____

“Streateries” and parklets are similar options for restaurants, cafes, and tasting rooms to provide outside seating in the public-right-of-way including the public street and optionally on a portion of the adjacent sidewalk, along the street frontage of the food and drink service establishment. Generally, streateries are temporary and consist of non-permanent installations including tables, chairs, traffic safety barriers, lighting, etc. Parklets are meant to be installed for longer periods of time with more permanent installations including planters with irrigation, drainage accommodations, etc. Streateries may be approved by City staff in conjunction with COVID-19 Health Order limitations on in-door dining. Parklets require design review and can be approved for several years at a time with options for renewal.

Please complete the items listed below. To support restaurants in their compliance with COVID-19 Health Orders, no fees will be required with this application for streateries the duration of Health Order limitations on in-door dining and retail uses. Refer to the associated Guidance and Requirements for Temporary License Agreements for Streateries and Parklets for a summary of required conditions.

BUSINESS ADDRESS

ASSESSOR’S PARCEL NUMBER

PROPERTY OWNER/BUSINESS OWNER

BUSINESS OWNER MAILING ADDRESS

OWNER/APPLICANT PHONE

OWNER/APPLICANT EMAIL ADDRESS

TEMPORARY LICENSE AGREEMENT FOR RIGHT-OF-WAY USE INFORMATION: Note that this process is limited food and drink establishments to use portions of City right-of-way along the property frontage without encroaching into vehicle travels lanes or accessible space on the sidewalk. Provide all of the following:

Description of Proposed Use:

Indicate what your application is for: _____Streatory (temporary) _____Parklet (semi-permanent)

Will your business need the City to lend you barricades? _____ (Temporary) How many? _____

Note: For permanent Parklets more permanent treatments will be necessary.

Indicate the proposed number of tables and chairs: _____Tables _____Chairs

Please provide pictures of the business frontage

* *Note: If there are plans for a tent for the Parklet or Streateries the business must obtain a tent permit from The Coastside Fire Protection District (CFPD), and the proposed tent must comply to the CFPD Fire Prevention Bureau Standard Detail & Specification Manual (attached)*

Will your business be providing alcohol sales or service? _____ No _____ Yes; if yes, provide documentation from the Alcoholic Beverages and Control Board of approvals for alcohol sales or service in the proposed location.

Describe where the right-of-way use will be located, including the street and/or sidewalk, and all furniture, equipment, etc. proposed to be included as part of the use. (All items included in the description should be indicated in the site plan, as noted below.) Identify the location of striped parking spaces and adjacent building entrances.

Site Plan: Indicate the following:

- Existing Conditions: Location of business storefront and its entrances; sidewalk, curb, gutter, parking spaces; street trees; and other items such as benches, trash/recycling containers, newspaper stands, planters, etc.
- Proposed Seating Area: Shelving, tables, chairs, heaters, traffic protection, etc. for the proposed use.

Note: For Streateries, the site plan does not need to be prepared by an architect or design professional; a simple, dimensioned, or scaled drawing is adequate. Plans for Parklets should be prepared by a qualified design professional.

Insurance: Evidence of Commercial General Liability (or Comprehensive), liquor, and property damage Insurance for one year endorsing the City of Half Moon Bay as additional insured with the City Hall address (501 Main Street, Half Moon Bay, CA 94019) as the certificate holder.

HOLD HARMLESS.

The applicant agrees as a condition of approval of this application to indemnify, protect, defend with counsel selected by the City, and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees and agents, from and against an and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") arising out of or in any way relating to the processing or approval of this application, the applicant's operations permitted by the City's approval of this application, any actions taken by the City related to this entitlement, any review by the California Coastal Commission conducted under the California Coastal Act Public Resources Code Section 30000 et seq., or any environmental review conducted under the California Environmental Quality Act, Public Resources Code Section 21000 et seq., for this entitlement and related actions.

The indemnification shall include any Claims that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees and agents. The applicant's duty to defend the City shall not apply in those instances when the applicant has asserted the Claims, although the applicant shall still have a duty to indemnify, protect and hold harmless the City. The applicant understands that there is a possibility of litigation and Coastal Commission enforcement act regarding the current Zoning Code provisions that apply to this application; the City makes no representations or warranties about the outcome of such actions or how they might impact the processing of this application or any permit issued based on this application.

Please provide pictures of the business frontage

CONDITIONS OF USE.

Applicant agrees to all of the following conditions:

- *Alcohol Service: For restaurants providing alcohol service, the applicant is responsible to obtain a permit from ABC and to comply with ABC permit conditions.*
- *Insurance: Maintain full and continuous insurance coverage per the requirements of this permit and shall not allow any policy to expire. Failure to do so will result in revocation of this temporary encroachment permit.*
- *ADA Access: Maintain ADA access, including for parking spaces if applicable.*
- *Site Security and Maintenance: Maintain the public right-of-way in a clean and passable condition, securing fixtures, and otherwise abide by the Guidance and Requirements for this Temporary Encroachment Permit.*

Signature of Applicant: _____ Date: _____

Signature of Property Owner: _____ Date: _____

Please provide pictures of the business frontage



Guidance and Requirements: Temporary License Agreement for Streeteries and Parklets

The purpose of allowing temporary License Agreements for Streeteries and Parklets is to support businesses in their compliance with COVID-19 Health Orders. For the duration of Health Order(s) restricting indoor dining or retail use, no fees will be required for temporary Streeteries. Parklets, due their more permanent nature, will continue to be processed subject to standard review fees, with expedited timelines. The City of Half Moon Bay is committed to the safe operation of businesses in accordance with [statewide industry-specific guidelines](#), **Social Distancing Protocol and Face Covering Requirements and ALL other safety measures** as set forth in the [San Mateo County Order of the Health Officer](#).

Streeteries: This License Agreement is temporary and in place for the duration of Health Order restriction on indoor retail and restaurant operations. The term may be extended at the City's discretion depending on the State's COVID-19 Orders. These use allowances are specifically intended for businesses who seek to create outdoor space areas in the City Street Parking Spaces and/or on public sidewalks.

Parklets: This License Agreement will be termed to for two years with extensions available. Design review and approval by the Community Development Department is required as a precondition for issuance of such a longer-term License Agreement.

General Standards

- 1. Review the Following Conditions of Use for all Streeteries and for Parklets operating subject to COVID-19 Health Order Conditions:** Outdoor installations located on public right-of-way during the COVID-19 Public Health Emergency must meet certain standards and conditions of use. Please read below to see if proposed site meets these requirements:
 - **ADEQUATE CLEARANCE.** Tables, seating, and all other inhabited installations must maintain a minimum sidewalk clearance and pedestrian through zone of **6-feet** from any physical obstruction to allow pedestrians to maintain adequate social distancing when passing by patrons seated at a table. The physical obstruction includes light poles, fire hydrants, trees, or other barriers and entryways or display window of adjacent businesses, unless authorized by the adjacent business.
 - **SEATING AREA ALLOWANCE.** The seating provided shall allow for patrons to maintain a minimum 6-foot social distance from the nearest group of other patrons seated in the same area. (see diagram)
 - **TEMPORARY FIXTURES.** Tables, seating, umbrellas, heating lamps, planters, platforms or flooring required for ADA compliance, and any approved physical barriers to mark the seating area are the only items permitted in the public right-of-way. These items must be designed to be removable and minimize tripping hazards.

- **ADA COMPLIANCE.** Permittee shall comply with all requirements of the Americans with Disabilities Act and provide sufficient clearance and walkway space to allow safe access and egress.
- **HOURS OF OPERATION** - shall not begin prior to 8:00 AM or extend later than 10:00 PM consistent with [Chapter 9.23 of the Half Moon Bay Municipal Code](#). Hours of operation may be subject to Health Order further restrictions.
- **FOOD OUTDOOR** - Outdoor cooking and/or grilling is prohibited. All food, meals, etc. shall be prepared indoors.
- **TERMINATION.** The City reserves the right to revoke a temporary outdoor dining/retail permit for any reason, including but not limited to (i) outdoor dining/retail creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic; (ii) the installation represents a danger to the health, safety or general welfare of the public; (iii) the business violates the requirements of the encroachment permit requirements or Health Orders; or (iv) the permittee fails to comply with existing City ordinances.

The City may also require the temporary or permanent removal of the outdoor dining/retail when repair or improvements of the street or sidewalk, utility repairs, or other such repairs or improvements necessitates such action.

If the permit is terminated and the City must remove any outdoor equipment, any costs incurred by the City for removal or storage of sidewalk tables, chairs and other equipment shall be the responsibility of the business. The City is not responsible for any damages or loss of equipment removed or stored by the City.

- **SOUND.** Amplified sound shall be limited; Outdoor dining areas shall still adhere to the City's Noise Ordinance of Half Moon Bay Municipal Code. Additional sound permits may be required.
- **SIGNAGE.** Shall be required to adhere to the Half Moon Bay Municipal Code.
- **ALCOHOL SERVICE.** ABC's COVID-19 Temporary Catering Authorization authorizes on-sale privileges to a property that is adjacent to the licensed premises so long as the property is under the control of the licensee, and where bona fide meals are being served and in accordance with state and local health and safety directives. [Learn more.](#)

Restaurants that wish to expand their permitted alcohol sales may do so by filing both of the following forms:

- [ABC Form 218 CV19 \(Temporary Catering Authorization\)](#)
- [ABC Form 253 Supplemental Diagram and the COVID Social Distancing Protocol Appendix](#)

These forms may be turned into an [ABC office](#) via mail or in person. A check or money order of \$100 will be accepted, no credit card payments.

See ABC's [FAQ here](#) and additional guidance by license type [here](#).

- **FOR RESTAURANTS PROVIDING ALCOHOL SERVICE: Certificate of Liability Insurance and Endorsements.** Applicants shall provide evidence of commercial general liability (or comprehensive), liquor coverage, and property damage insurance providing endorsements showing the City of Half Moon Bay as additional insured on the policy. See attached insurance standards.

Encroachment Permits issued shall be valid only during the term of liability insurance coverage. **It is the applicant's responsibility to submit updated insurance documents**

prior to the expiration date and annual renewal. Failure to do so will result in revocation of the License Agreement.

2. **SUBMIT COMPLETED APPLICATION** Please electronically submit all documents to Joe Butcher, Community Preservation Specialist at jbutcher@hmbcity.com with subject line: Temporary Encroachment Permit for Streateries and Parklets[Insert Business Name].
3. **For More Information:** Questions or additional information regarding the Temporary Encroachment Permit for Streateries and Parklets application, please contact Community Development Department at 650-726-8270.

LICENSEE:

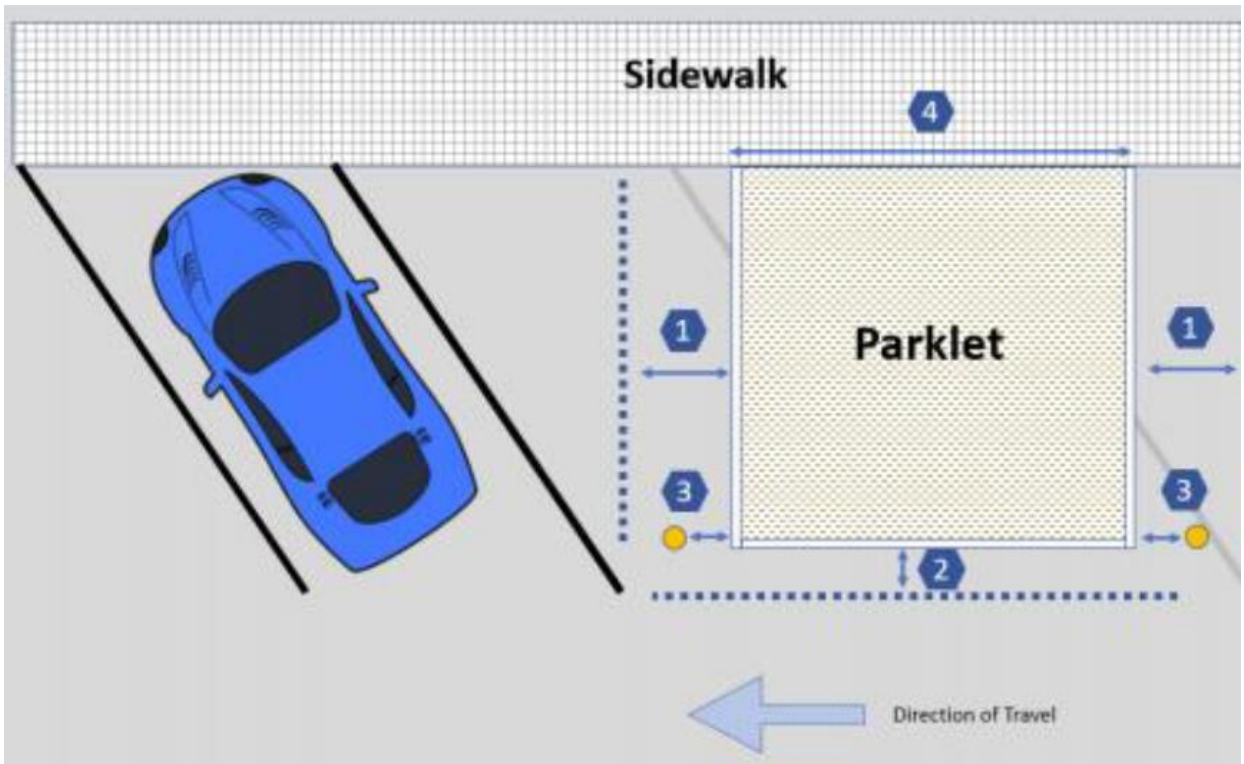
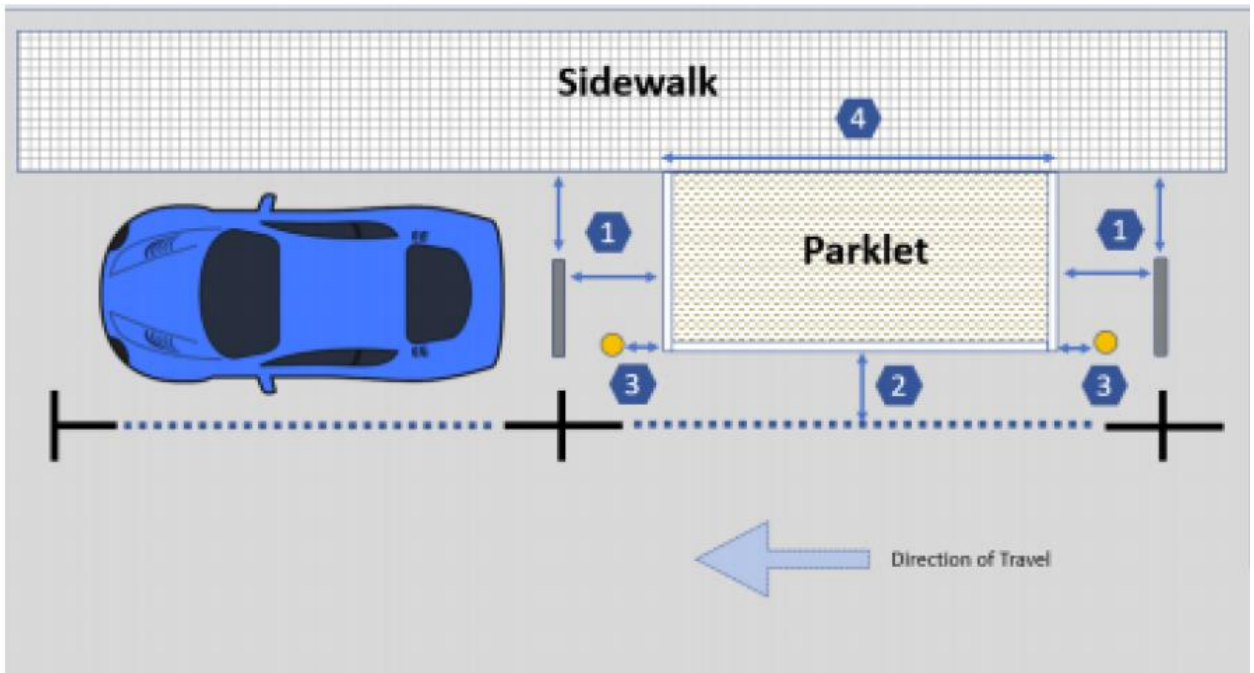
Business: _____

By: _____

Its: _____



EXAMPLE



**FUNDING AGREEMENT
BETWEEN THE CITY OF HALF MOON BAY AND
[] FOR CITY OF HALF MOON BAY STREET EATERIES
("STREATERIES") AND PARKLETS GRANT**

THIS AGREEMENT, made and entered into this [] day of [] 2021, by and between the CITY OF HALF MOON BAY, a California municipal corporation ("City") and [] ("Contractor"). Collectively, the City and Contractor will be referred to as the "Parties".

RECITALS

A. WHEREAS, the State of California and the County of San Mateo currently impose restrictions on indoor dining due to the global COVID-19 pandemic and, in light of those restrictions, the Contractor desires to construct a temporary outdoor dining area within the public right of way, commonly known as a "streatery, or a small park, known as a "parklet", as indicated on the attached plans, more particularly described in the attached Exhibit A, for purposes specified in Paragraph 1 below, subject to the terms and limitations set forth herein; and

B. WHEREAS, to assist with the construction of the temporary streatery or parklet, the Contractor submitted a grant application to the City; and

C. WHEREAS, City has reviewed the request and desires to allocate to Contractor the sum of up to TWO-THOUSAND DOLLARS \$2,000;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **FINANCIAL ASSISTANCE.** City shall allocate to Contractor the sum of up to Two-Thousand Dollars (\$2,000) for exclusive use by Business commencing the date of contract execution and ending June 30, 2021, to be used by Contractor solely for the purposes described in paragraph 2.

2. **USE OF FUNDS.** Contractor shall use the funds provided pursuant to paragraph 1 solely for the Program purposes described in Exhibit A (Project Description), Exhibit B (Layout) and Exhibit C (Special Considerations) attached hereto and by this reference incorporated herein.

3. **CHANGES TO PROGRAM.** No changes in the Program as described in Exhibit A to this agreement shall be made without the prior written consent of City.

4. **PAYMENTS.** Payments of funds allocated pursuant to paragraph 1 shall be made to Contractor within 30 calendar days after Funding Agreement is fully signed and executed and receipts are provided for reimbursement purposes.

5. TERMINATION. Either party may terminate this agreement without cause at any time during the term hereof by giving the other party not less than thirty (30) days' prior written notice of such termination. In the event of such termination, Contractor will submit a final invoice for any expenditure(s) incurred prior to the date of termination. Contractor shall submit to City a final report of activities funded hereunder within thirty (30) days from the date of termination. Contractor shall also return to City any and all unexpended funds as of the date of termination, within thirty (30) days from the date of termination.

Nothing contained in this paragraph 5 shall be deemed to limit the right of the Parties to terminate this agreement for cause or otherwise to exercise any right or pursue any remedy which may accrue to them.

6. CITY AUDIT; MONITORING. City may audit the records and accounts of Contractor for the purpose of verifying expenditures by Contractor of funds provided by City pursuant to this Agreement or verifying statements or analyses made or provided by Contractor under this Agreement. Contractor shall cooperate with City and promptly respond to, and comply with, any audit exception made or taken by the City relating to Contractor's performance or failure to perform under this Agreement.

7. RECORD RETENTION. Contractor shall retain all financial, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of execution of the agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited, and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

8. CONTRACTOR'S STATUS. In the performance of the obligations set forth in this agreement, Contractor shall have the status of an independent contractor and shall not be deemed to be an employee, agent or officer of City.

9. SUBCONTRACTING. Contractor will not subcontract any portion of the Project without prior written approval of City. If Contractor subcontracts any portion of the Project, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

10. INSURANCE TYPES AND LIMITS. Contractor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with its performance under this agreement. Coverage shall be at least as broad as:

a. Commercial General Liability (CGL): covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with a limit of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, 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. Automobile Liability: covering, any auto, or if Contractor has no owned autos, hired and non-owned autos, with a limit of no less than \$1,000,000 per accident for bodily injury and property damage.

c. Workers' Compensation Insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Workers' Compensation insurance will not be required if Contractor furnishes to City a written verification that it has no employees. If Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

11. ADDITIONAL INSURANCE REQUIREMENTS. The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Additional Insured and Primary Coverage: City, its officers, officials, employees, and volunteers are to be covered as insureds on the Auto Liability policy and on the Commercial General Liability policy. For any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

b. Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to City.

c. Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

d. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. City may require Contractor to provide proof

of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Acceptability of Insurers: Insurance is to be placed with insurers admitted in the State of California and with the latest edition of Best's Insurance Guide rating of no less than A:VII, unless otherwise acceptable to City.

f. Claims Made Policies: No insurance policy required herein shall be written as claims-made coverage. Insurance must be written on an occurrence basis.

g. Subcontractors: Contractor shall require and verify that any subcontractors approved by city maintain insurance meeting all the requirements stated herein.

h. Verification of Insurance: Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required herein. Such evidence of insurance shall be attached hereto as Exhibit C and considered an integral part of this agreement. All evidence of insurance must be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them.

12. HOLD HARMLESS. Contractor hereby agrees to defend, indemnify and save harmless City, its Council, officers, boards, commissions, agents and employees (collectively, "Indemnitees") against and from any and all claims, suits or actions of every name, kind and description, which may be brought against Indemnitees, or any of them, by reason of any injury to, or death of, any person (including corporations, partnerships and association) damage suffered or sustained by any such person or property damage (including loss of use thereof), or any other damage or loss whatsoever, arising from, or alleged to have arisen from, any act or omission to act, negligent or otherwise, of Contractor, its officers, agents, employees, or subcontractors under this agreement, except for such loss or damage arising from the sole negligence of willful misconduct of the City.

The duty of Contractor to defend, indemnify and save harmless, as set forth herein, will include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein will be construed to require Contractor to indemnify Indemnitees against any responsibility or liability in contravention of Section 2782 of the California Civil Code. This Paragraph 12 shall survive the termination of this Agreement.

13. NON-DISCRIMINATION AND EQUAL OPPORTUNITY. Contractor warrants and agrees it will not discriminate against any persons seeking services or employment under this agreement because of their age (except upon the basis of bona fide occupational qualification, retirement plan or statutory requirement), disability status, race, color, religion, sex or national origin in the provision of services or extension of employment opportunities under the Agreement. Contractor further warrants and agrees

that it will comply with relevant local, state and Federal non-discrimination ordinances, statutes, and regulations pertaining to non-discrimination and equal opportunity, including but not limited to, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, and 12086. Contractor will include a statement that it is an equal opportunity employer in all solicitations or advertisements for subcontractors or employees.

14. NONDISCRIMINATION IN THE PROVISION OF SERVICES

- A. Contractor hereby agrees that it will comply with the provisions of the American with Disabilities Act (ADA) providing equal access and reasonable accommodations in employment programs and services to persons who are disabled and, if applicable, with Section 504 of the Rehabilitation Act of 1973.
- B. Contractor hereby agrees that in the provision of services and Program activities, it will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

15. INTEREST OF PUBLIC OFFICIALS. No covered persons who exercise any function or responsibility with respect to this Agreement or Contractor's Program during his or her tenure, or for one year thereafter, will have any interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof. For purposes of this paragraph, covered persons include any person who is an employee, agent, consultant, officer, or elected or appointed official of the City or Contractor. Contractor will incorporate in all subcontracts hereunder a provision prohibiting such interest.

16. LOBBYING PROHIBITED. Funds provided under this agreement will not be used by Contractor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state, or local government.

17. UNIFORM ADMINISTRATIVE REQUIREMENTS. Contractor will comply with all applicable federal, state, and local laws, regulations and requirements.

18. GENERAL COMPLIANCE WITH LAWS. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the Project by Contractor.

19. NOTICES. The persons who are authorized to give written notices or to receive written notice on behalf of the City and on behalf of the Contractor under this Agreement are as follows:

For City: Victor Gaitan
Management Analyst
City Manager's Office
501 Main Street
Half Moon Bay, CA 94019
(650) 750-2010
vgaitan@hmbcity.com

For Contractor: Business Representative:
Business Name:
Business Address:
Half Moon Bay, CA 94019
Phone:
E-mail:

20. JURISDICTIONS AND VENUE. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

21. SUCCESSORS AND ASSIGNS. It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

27. AUTHORITY. The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

28. ENTIRE AGREEMENT. This Agreement, together with any other written document referred to or contemplated by it, embodies the entire Agreement and understanding between the Parties relating to the subject matter of it. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties.

29. PARAGRAPH HEADINGS. Paragraph headings and sub-paragraph headings as used herein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraphs or sub-paragraphs headed thereby.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the day and year first hereinabove written.

[Signature Page Follows]

CITY OF HALF MOON BAY, a California
Municipal corporation

Date: _____

By: _____
Robert Nisbet, City Manager

ATTEST:

Jessica Blair, City Clerk

Business Name:

By: _____

Title _____

EXHIBIT A: Attached Application for Streateries & Parklets