



The City of Sonoma has been actively coordinating with our business community through the coronavirus pandemic. On Monday, May 18, 2020, Sonoma City Council adopted a resolution authorizing the City Manager to create and implement new re-opening and recovery measures through the issuance of Temporary Use Permits, Encroachment Permits, and/or Licensing Procedures to allow the City's businesses to expand their operating space utilizing public sidewalks, the Plaza, Grinstead amphitheater, public rights-of-way (including parking areas and roadways), their own property or neighboring properties with neighbor agreement, while respecting social distancing requirements.

The City Manager and delegated staff are authorized to waive fees associated with these action as described in City fee schedules for the duration of the COVID-19 pandemic. This action was done to provide additional outdoor space for business operation and physical distancing due to the COVID-19 pandemic.

Several downtown restaurants have received City approval to set up tables and provide food and beverage service in areas on public sidewalks. Pedestrians have been providing valuable input regarding the need to provide room for people to feel safe walking by these areas. State guidance has now closed restaurants for indoor dining, increasing the need for outside dining space.

Sonoma restaurants can now apply for a Temporary Facility Expansion - Parklet to make use of parallel parking spaces on the City street adjacent to the restaurant. If approved, City Public Works staff would install water wall barriers to provide a safe parklet area for outdoor dining. Parklet furnishings and décor would be provided by the restaurant. Supply and budget constraints limit the availability of water wall barriers to meet all potential requests.



## **Additional Terms and Conditions for Encroachment Permits for Temporary Facility Expansion- Parklet**

To streamline the issuance of temporary rights of encroachment into the public right-of-way, the City has created this streamlined Temporary Facility Expansion- Parklet process.

The purpose of the Temporary Facility Expansion- Parklet is to provide additional outdoor dining into the public right-of-way roadway and sidewalk while also ensuring a safe path for pedestrian traffic. Businesses can apply to encroach into the public right-of-way for purposes of extending dining so that they can conduct business in compliance with State and local social distancing requirements. Applicants shall agree to accommodate ADA accessibility of diners with tables located on City sidewalks or other outdoor areas in addition to creating a safe passageway for pedestrian traffic. The Temporary Facility Expansion- Parklet Encroachment Permit allows the applicant to expand dining areas into the street without having to provide ADA accessibility at street level as long as the ADA sidewalk dining is accommodated. Alternatively, the applicant may install ADA compliant access and dining at street level.

### **PLAN VIEW**

Applicant is required to identify the parking spaces they are requesting to utilize for the Temporary Facility Expansion- Parklet. Applicant is only allowed to request use of the parallel parking places on the City street adjacent to the building they occupy, and it requires approval of the building owner. The City of Sonoma has the authority to limit or deny the number of spaces approved for use by the applicant.

Provide a detailed drawing / visual representation of the area which includes:

- Property boundaries, building/business footprint, proposed area for the Temporary Facility Expansion-Parklet, parking spaces to be eliminated, ADA accessible sidewalk dining location, and names of any neighboring businesses.
- Safe pedestrian passageway 8 feet wide to provide minimum 6 feet distancing between seated customers and pedestrians or, if spatial distancing is not possible, description of impermeable and cleanable barrier to be installed between seated customers and pedestrians
- Street names of adjacent streets.
- All permanent public fixtures within the affected public sidewalk and Temporary Facility Expansion- Parklet areas (i.e. sidewalks, trees, fire hydrants, trash or recycling receptacles, benches, above or below ground utility boxes, etc.).

### **OWNER ACKNOWLEDGEMENT**

The undersigned is the owner of the real property on which Applicant's Property and business are currently located. I consent to Applicant entering into this Encroachment Permit for Temporary Facility Expansion - Parklet.

\_\_\_\_\_  
Name: \_\_\_\_\_ Dated: \_\_\_\_\_  
Title:

## TIMELINE

This permit is temporary and will expire on **October 13, 2021** unless extended in writing. This permit may be terminated, revoked, or amended at any time at the sole discretion of the City Manager.

## PERFORMANCE OF CONSTRUCTION WORK

If applicant hires a contractor to perform additional work on their behalf within the public right-of-way, the contractor will be required to obtain an additional encroachment permit and satisfy the insurance requirements of the encroachment permit.

## ADDITIONAL ENCROACHMENT PERMIT TERMS AND CONDITIONS

*Please read and understand the following permit terms and conditions.*

1. Permittee shall hold harmless, defend and indemnify the City of Sonoma and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Applicant's permit, use, event, performance of work, or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Sonoma.
2. The City Engineer at his/her sole and unfettered discretion, reserves the right to order the removal, relocation, repair or alteration of the improvements placed in the parklet area described in the Encroachment Permit, at Permittee's cost and expense in the event same is required by the City and/or an affected public utility. Permittee hereby grants to the City the right to remove, relocate, repair or alter said improvements and to come upon Permittee's land to effect said removal, relocation, repair or alteration if deemed necessary by the City Engineer 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.
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 State and County health laws, regulations and orders.
4. Permittee shall procure and maintain for the duration of this Permit, and furnish proof along, with this Permit, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Permit, 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 Permit 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 Permit shall be removed in their entirety upon expiration of this Permit.

6. This Permit is non-transferable. Only the permittee with whom this Permit 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:
  - a. I understand that this permit is temporary and will expire on **October 13, 2021** unless extended in writing.
  - b. I will comply with all Sonoma County Health Services orders and requirements.
  - c. I will comply with all Alcohol and Beverage Control orders and requirements
    - a) All applicants will be required to complete an ABC form 218-Covid 19 and a Form 253
    - b) Facility Expansion require the use of stanchions to delineate service areas from the public right-of-way
  - d. 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.
  - e. I will adjust my outdoor plan if City staff identify safety, ADA compliance or other issues after this permit is issued.
  - f. I accept all risk related to loss or damage of any outdoor furnishings.
  - g. I will maintain ADA access for appropriate pedestrian flow.
  - h. I will leave Fire Department connections, fire hydrants, and designated red zones unobstructed.
  - i. I will train staff on the location of the nearest fire extinguisher to the outdoor space.
  - j. I will assure that exits for my business and adjoining businesses remain unobstructed.
  - k. I will not cook outdoors unless prior approval is granted by the City of Sonoma, Sonoma County Health Services and the City Fire Marshal.
  - l. I understand that amplified noise is not permitted under this permit
  - m. I am not prohibited by any lease or rental agreement from expanding my business outdoors in front of my business.

## INSURANCE REQUIREMENTS

Permittee shall procure and maintain for the duration of this Encroachment Permit, and furnish proof of along with this Encroachment Permit, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the issuance of this Encroachment Permit, or the construction within or utilization of the public right-of-way. The cost of such insurance shall be borne by Permittee.

Insurance Requirements for Encroachment Permits are outlined in Handout No: PW-3  
Published: 1/21/03 Revised 4/30/12

## VIOLATION

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 any Temporary Facility Expansion- Parklet Encroachment Permit, and/or the cessation of any authorized activities.

## ACKNOWLEDGEMENT OF CONDITIONS

I have reviewed and agree to comply with the City's Temporary Facility Expansion – Parklet Encroachment Permit Terms and Conditions and all other requirements contained herein.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Date Issued: \_\_\_\_\_ Permit No. \_\_\_\_\_



**City of Sonoma**  
**ENCROACHMENT PERMIT**  
**Temporary Facility Expansion-Parklet**  
Development Services  
No. 1 The Plaza, Sonoma, CA 95476

General Information: **707-938-3681**  
Public Works Inspector: **707-938-3681**  
Schedule an Inspection: **707-938-3681**  
City Hall Fax: **707-938-8775**

*Unless otherwise indicated, this permit is temporary and will expire on October 13, 2021.*

**PROJECT LOCATION:** \_\_\_\_\_

**RESTAURANT/BUSINESS NAME:** \_\_\_\_\_

Restaurant/  
Business  
Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Estimated Start Date:** \_\_\_\_\_

*City of Sonoma Temporary Facility Expansion- Parklet Additional Terms and Conditions for Encroachment Permits applies to this Encroachment Permit.*

Attach Plan View and signed Acknowledgement of Conditions.

**Current Certificates of Insurance on File?**<sup>2</sup>      Expiration Dates:    W/C: \_\_\_\_\_    General: \_\_\_\_\_    Auto: \_\_\_\_\_

<sup>2</sup>Permit will not be issued until applicant provides current insurance certificates acceptable to the City of Sonoma

**Current City of Sonoma Business License?**       Yes       No

*The undersigned does hereby agree to defend, indemnify and hold the City of Sonoma free and harmless from any liability in accordance with Section 12.20.060 of the Sonoma Municipal Code.*

**Signature:**       Owner       Owner's Agent      **Date:**

**Public Works Director**      **Date:**  
**Signature:**

**Final Inspection By:**      **Date:**      Permit Fee: **\$0 per Resolution Adopted 5-18-2020**  
Issued By:

**The following additional Conditions shall also apply:**

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## Insurance Requirements for Encroachment Permits

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The following insurance provisions are required to be met prior to obtaining a City Encroachment Permit for work in the public right-of-way. The applicant shall procure and maintain for the duration of the work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by the applicant, his agents, representatives, employees or subcontractors.

For questions call (707) 938-3681 or fax at (707) 938-8775.

1. Workers' Compensation with "waiver of subrogation" language.
  - Workers' Compensation Policy provided
  - Waiver of subrogation provided
2. General Liability with an endorsement listing the City of Sonoma, its officers, officials, employees, and volunteers as additionally insured. (See Item "D.1." below for specific endorsement language)
  - General Liability Policy provided
  - City of Sonoma as additionally insured endorsement provided. *The endorsement is a separate page from the Certificate of Liability Insurance page.*
3. Automobile and Employer's Liability (See Item E below for specific Waiver of Subrogation language)
  - Automobile and Employer's Liability Policy provided
  - Waiver of subrogation provided
4. Insurance forms may be faxed or emailed, but must be followed with an original copy.

### Specific Requirements:

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**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 12 07).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**B. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. 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.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.



**C. 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 Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions**

The **general liability** and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The “**City, its officers, officials, employees, and volunteers**” are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor: and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with “**your work**” or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance or as a separate Owner’s policy. **As an alternative, a municipal G/L Endorsement, such as CG 20 12 7/98, may be used.**
2. For any claims related to this project, the Contractor’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 Contractor’s insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state, “coverage shall not be cancelled by either party, except after ten (10) days’ prior written notice to the City.”
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

**E. Waiver of Subrogation**

The workers’ compensation policy is to be endorsed with a **waiver of subrogation**.

**F. Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements and policies shall conform to the City’s requirements and meet the City’s approval. **All certificates and endorsements are to be received and approved by the City before work commences.** The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications, at any time.

**G. Subcontractors**

Each subcontractor shall furnish separate certificates and endorsements, or be included as additional insureds on the contractor’s insurance. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**City of Sonoma  
#1 The Plaza  
Sonoma, CA 95476  
(707) 938-3681**