



OUTDOOR DINING WITHIN THE PUBLIC RIGHT-OF-WAY: FEES AND PROCESSING

Planning & Development Department
2600 Fresno Street, 3rd Floor, Room 3043
Call (559) 621-8277 for an appointment or visit www.fresno.gov for
information

Policy and Procedure No.

C-006

Date:

September 3, 2019

Target Audience:

Planning staff and the general public.

Purpose:

Open-air seating on a public sidewalk helps bring life to the street, adding value and vitality to downtown Fresno and other pedestrian oriented corridors/thoroughfares. The purpose of this policy is to better serve the public by streamlining the approval process for outdoor dining within the public right-of-way. This policy is updating the October 5, 2017 version to reflect the updated fees adopted by the City Council on June 20, 2019 through Resolution No. 2019-127.

This policy outlines the procedures for processing Zone Clearance applications specific to Outdoor Dining with the Public Right-of-Way.

Application Required:

When outdoor dining and patios within the public right-of-way area are proposed, a **Zone Clearance** shall be processed in accordance with Article 51 of the Fresno Municipal Code (FMC), as required by Section 15-2744-C-1.

NOTE: When on-site alcohol sales and consumption are proposed within the outdoor dining or patio area within the public right-of-way, an additional application and submittal materials shall be required as follows:

- When located within the downtown zone districts (DTN, DTG, DTC). A Zone Clearance for Downtown ABC On-site Sales shall be required. A separate application shall be filed for review and approval.
- When located outside the downtown zone districts. A Conditional Use Permit shall be required for the sale and consumption of alcohol. A separate application shall be filed for review and approval.

Procedures:

1. **Application.** A Zone Clearance application for Outdoor Dining within the Public Right-of-Way shall be required for the establishment of outdoor dining and patio areas within the public right-of-way proposing both permanent and non-permanent fixtures.

NOTE: An Encroachment Permit shall be required when permanent fixtures are proposed to be located in the public right-of-way. The Encroachment Permit is submitted directly to and reviewed by Public Works.

2. **Submittal Materials.** The following materials are required for submittal of a Zone Clearance application when outdoor dining within the public right-of-way is proposed. Submit an application online by creating an account at www.fresno.gov/FAASTER. Submit an Application under Planning/Land Division and choose Zone Clearance (Outdoor Patio in the ROW, no structure).

- a. Zone Clearance for Outdoor Dining within the Public Right-of-Way Application Form. If not

- signed by the business owner, a letter of authorization is required.
- b. Copy of a valid Business Tax Certificate. Applications will not be accepted without a valid business tax certificate on file.
 - c. Indemnification and Hold Harmless Agreement. This document shall be signed by the business owner and include all exhibits referenced, including Exhibit "A" Insurance Requirements for an Outdoor Dining Permit.

3. **Fees.** Zone Clearance application fees for an outdoor dining or patio area within the public right-of-way shall be charged in accordance with the following.

NOTE: When on-site alcohol sales and consumption are proposed within the outdoor dining area within the public right-of-way, a separate application and fees in accordance with the applicable process is required (see Application Required section above).

Application Type	Fee Type	Fee Amount
<u>Zone Clearance for Outdoor Dining within the Public Right-of-Way</u> . Applications for new or revised outdoor dining or patio areas within the public right-of-way.	Zone Clearance Moderate Level 1	\$373

4. **Processing.**

- a. Timeline for Processing. Zone Clearance applications for outdoor dining within the public right-of-way should take 14-21 business days to allow for limited routing, as noted below.

- b. Review and Approval Process.

- (i) **Intake.** The Planner shall verify that the Zone Clearance for Outdoor Dining within the Public Right-of-Way application packet is complete prior to acceptance.

NOTE: Identify all Zone Clearance for Outdoor Dining within the Public Right-of-Way applications as Level 2 permits in Navline and Accela for tracking purposes.

- (ii) **Verification and Review.** The Planner shall review the submittal materials and verify that the information included is internally consistent and that the proposed use complies with all applicable standards of the FMC, including the specific use standards of Section 15-2744-C (Outdoor Dining Area within the Public Right-of-Way).

- (iii) **Routing to and Review by Risk.** The Planner shall send the Indemnification and Hold Harmless Agreement, including Exhibit "A" Insurance Requirements for an Outdoor Dining Permit and related documents, to Risk for review and verification. The process for routing is:

- a) Send email to Heidi Briggs in Risk at Heidi.Briggs@fresno.gov using the following subject line and including the noted attachments. Send the email through the Accela record Communications tab.

- 1) Subject Line: [Name of Business] Outdoor Dining Permit

- 2) Attachments:

- i) Zone Clearance for Outdoor Dining within the Public Right-of-Way Application
- ii) Copy of Business Tax Certificate
- iii) Indemnification and Hold Harmless Agreement for Outdoor Dining Permits
- iv) Exhibit "A" Insurance Requirements for an Outdoor Dining Permit and all related documents

- b) Risk will provide a response within 2 weeks confirming that the submitted Agreement and Insurance Requirements documents are in compliance with their requirements.

NOTE: No other routing is required for outdoor dining areas in the public right-of-way.

- (iv) **Approval.** Once Risk has verified that the Agreement and Insurance Requirements documents have been submitted to their satisfaction and the Planner has verified the application materials are in compliance with FMC regulations, the Planner shall approve the Zone Clearance application package. Approval documents shall include:
- a) Approval Letter
 - b) Standard Operational Requirements for Outdoor Dining within the Public Right-of-Way
 - c) Indemnification and Hold Harmless Agreement (signed by the business owner and the Planner on behalf of the City), including Exhibit "A" Insurance Requirements for an Outdoor Dining Permit
- (v) **Noticing.** No noticing is required for outdoor dining areas within the public right-of-way.
- (vi) **Final Action.** Once the application has been approved, the Planner shall send copies of the approval letter with attachments to the applicant. A copy of the approval letter with attachments shall be uploaded to the Accela record.

Attachments:

1. Zone Clearance for Outdoor Dining within the Public Right-of-Way application
2. Indemnification and Hold Harmless Agreement for Outdoor Dining Permits, including Exhibit "A" Insurance Requirements for an Outdoor Dining Permit
3. Standard Operational Requirements for Outdoor Dining within the Public Right-of-Way
4. Samples for complying with the insurance document requirements
5. Sample Approval Letter for Outdoor Dining with the Public Right-of-Way

References:

Fresno Municipal Code

Section 15-2744 (Outdoor Dining and Patio Areas)

Article 51 (Zone Clearance)

Master Fee Schedule

Effective 09.01.19

Review and Responsibility:

The Planning & Development Department, Development Services Division and Fresno Police Department are responsible for the implementation of the policy.

Signature: 
Bonique Emerson, AICP, Planning Manager

Dated: 9-3-19

Signature: 
Jennifer K. Clark, AICP, Director

Dated: 9/3/19

Zone Clearance Application #: Outdoor Dining within the Public Right-of-Way

(To be filled in by City staff)

Check all that apply:

<input type="checkbox"/> New Dining/Patio Area	<input type="checkbox"/> Revised Dining/Patio Area	<input type="checkbox"/> Other:
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Business Name: _____

Business Address: _____

Are permanent fixtures proposed in the outdoor dining or patio area? ☐ Yes ☐ No *If yes, an encroachment permit is required.*

Is alcohol proposed to be served in the outdoor dining or patio area? ☐ Yes ☐ No *If yes, a separate application is required.*

List all previously approved and/or pending entitlements, associated with the business.

(Provide application numbers if available): _____

SUBMITTAL REQUIREMENTS. All items below must be included in the application packet. If any items are missing, the application will not be accepted. **Acceptance of an application does not guarantee permit approval.** Application approval will become null and void if it is determined that approval was based on omissions or inaccurate information submitted by the applicant.

- ☐ Completed Zone Clearance for Outdoor Dining within the Public Right-of-Way Application
- ☐ Copy of a valid Business Tax Certificate
- ☐ Indemnification and Hold Harmless Agreement
- ☐ Exhibit "A" Insurance Requirements for Outdoor Dining Areas
- ☐ Payment of Filing Fee

CONSENT OF APPLICANT. The consent of the applicant is required for filing this application within the City of Fresno. The signature of the applicant below constitutes consent for filing of this application.

PRIMARY CONTACT, check all that apply ☐ Applicant ☐ Owner ☐ Other _____

Name: _____ Signature: _____

Company/Organization: _____

Address: _____ City: _____ Zip: _____

Email: _____ Phone: _____

Check all that apply ☐ Applicant ☐ Owner ☐ Other _____

Name: _____ Signature: _____

Company/Organization: _____

Address: _____ City: _____ Zip: _____

Email: _____ Phone: _____

Check all that apply ☐ Applicant ☐ Owner ☐ Other _____

Name: _____ Signature: _____

Company/Organization: _____

Address: _____ City: _____ Zip: _____

Email: _____ Phone: _____

For Staff Use Only

Received By:
Date Received:
Application Fee:
PZ No:

Verified By:
Date Verified:
Copy has been
e-archived:



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR OUTDOOR DINING PERMITS

In consideration for the issuance of a Conditional Use Permit for Outdoor Dining in the City right of way and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Fresno (hereinafter referred to as "City") and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the Outdoor Dining Permit. Permittee's obligations under the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

Throughout the life of the Outdoor Dining Permit, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, volunteers or invitees.

City shall be reimbursed for all costs and reasonable attorney's fees incurred by City in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of the Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.

Signed on this _____ day of _____ 2017.

Permittee Signature

City Employee Signature

Print Name and Company Name

Print Name

Address

Title

Telephone Number

Telephone Number

INSURANCE REQUIREMENTS FOR AN OUTDOOR DINING PERMIT
EXHIBIT "A"

In consideration for the issuance of a Conditional Use Permit for an Outdoor Dining Permit, Permittee shall pay for and maintain in full force and effect all policies of insurance required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager or his/her designee at any time in his/her sole discretion. The following policies of insurance are required and shall maintain limits of liability of not less than those amounts stated below, however, the insurance limits available to the City of Fresno, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured.

- (i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 providing liability coverage arising out of your business operations. **Example of acceptable endorsements would be CG 20 12 04 13 or CG 20 26 04 13 along with CG 20 01 04 13.** The Commercial General policy shall be written on an occurrence form and shall provide coverage for "*bodily injury*", "*property damage*" and "*personal and advertising injury*" with coverage for premises and operations (including the use of owned and non-owned equipment) products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:
- (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate

LIQUOR LIABILITY INSURANCE: If alcoholic beverages are to be sold*, served or furnished in the outdoor dining area, Liquor Liability coverage is required with limits of liability of not less than:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;

***If Permittee intends to sell alcohol either the Permittee or concessionaire/vendor providing the alcohol for sale must have a valid liquor sales license and Liquor Liability Insurance covering sale of alcohol. If the liquor sales license is obtained by a concessionaire/vendor, that entity must enter into a direct indemnification agreement with the City of Fresno in order to secure insurance protection and provide the required insurance documents as identified herein.**

WORKERS COMPENSATION insurance as required by the State of California and **EMPLOYERS LIABILITY (Where Applicable)** insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

Umbrella or Excess Liability In the event Permittee purchases an Umbrella or Excess Liability insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES/SELF-INSURED RETENTIONS - Permittee shall be responsible for payment of any deductibles contained in any insurance policies required herein and Permittee shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or his/her designee. At the option of the City's Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects City, its officers, officials, employees, agents and volunteers; or

- (ii) Permittee shall provide a financial guarantee, satisfactory to City's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

ENDORSEMENTS: All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. **Permittee shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance fourteen (14) days prior to the Use of City Grounds and Facilities.**

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Permittee is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal or reduction in coverage or in limits, Permittee shall furnish the City with a new certificate and applicable endorsements for such policy(ies). **In the event any policy is due to expire during the special event, Permittee shall provide a new Certificate and applicable endorsements evidencing renewal of such policy(ies) not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.**
- (ii) The Commercial General and Liquor Liability (if applicable) insurance policies shall name the City of Fresno, its officers, officials, agents, employees and volunteers as additional insureds.
- (iii) All policies of insurance shall be endorsed to be primary and non-contributory with respect to the City of Fresno, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Fresno, its officers, officials, employees, agents and volunteers shall be excess of the Permittee's insurance and not contribute with it.
- (iv) Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City of Fresno, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS: Upon request of City, Permittee shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive the expiration or termination of the Permit.

The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

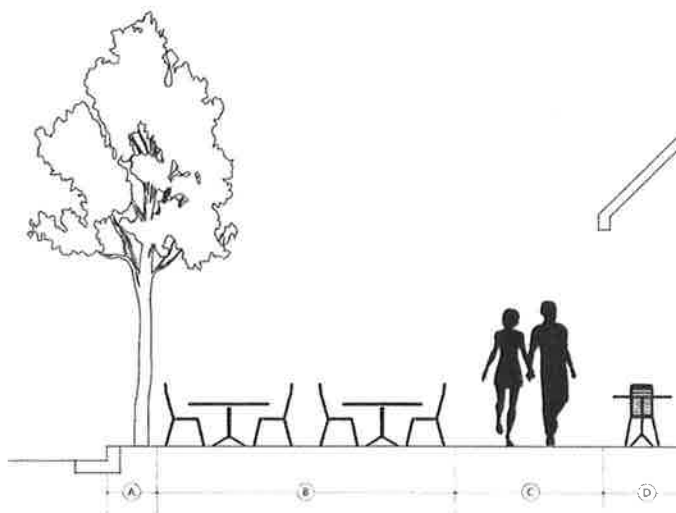
MAINTENANCE OF COVERAGE: If at any time during the time allowed by the Conditional Use Permit for Outdoor Dining, Permittee fails to maintain the required insurance in full force and effect, the Conditional Use Permit for Outdoor Dining shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City.

Standard Operational Requirements Outdoor Dining in the Public Right-of-Way

All outdoor dining areas located in the public right-of-way shall comply with the following requirements.

1. Outdoor dining areas shall be allowed within the Curbside Furniture Zone and Property Line Furniture Zone, as illustrated in **Figure 1. Permitted Locations for Outdoor Dining Areas**. Limited encroachments into the Buffer Zone are permitted as noted.

Figure 1. Permitted Locations for Outdoor Dining Areas

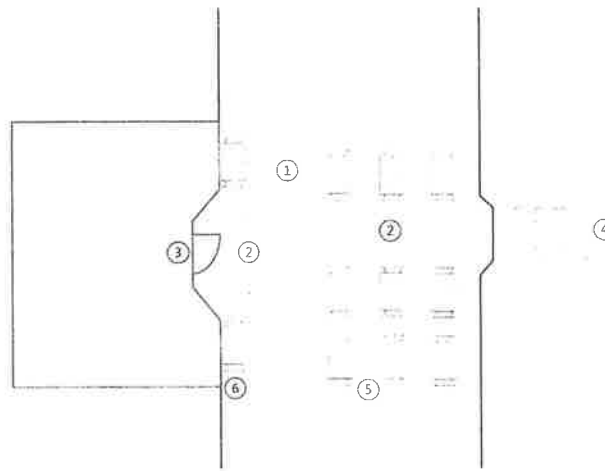


A Buffer Zone ¹	B Curbside Furniture Zone	C Pedestrian Zone	D Property Line Furniture Zone
2'	Varies	6' minimum	0' – 3'

¹ The Buffer Zone may be reduced to 18-inches where on-street parking is angled or perpendicular or where no on-street parking is allowed.

2. The Buffer Zone shall remain unobstructed at all times at the minimum distance specified in **Figure 1** and shall be measured from the face of curb.
3. The Pedestrian Zone shall remain unobstructed at all times at the minimum distance specified in **Figure 1**. Parking meters, traffic signs, trees, planters, benches, and all similar obstacles shall constitute an obstruction within the Pedestrian Zone area for purposes of meeting this requirement.
4. No outdoor dining area shall obstruct or prevent adequate public access to seating or landscape features intended for public use or other key features such as parking meters, as determined by the Review Authority.
5. 4-foot clear Perpendicular Pedestrian Access Paths shall be maintained to provide access from the Pedestrian Zone to points of building ingress/egress and ramps for pedestrian access to crosswalks, including midblock crossings. Perpendicular Pedestrian Access Paths shall remain unobstructed at all times. See **Figure 2. Perpendicular Pedestrian Access Paths**.

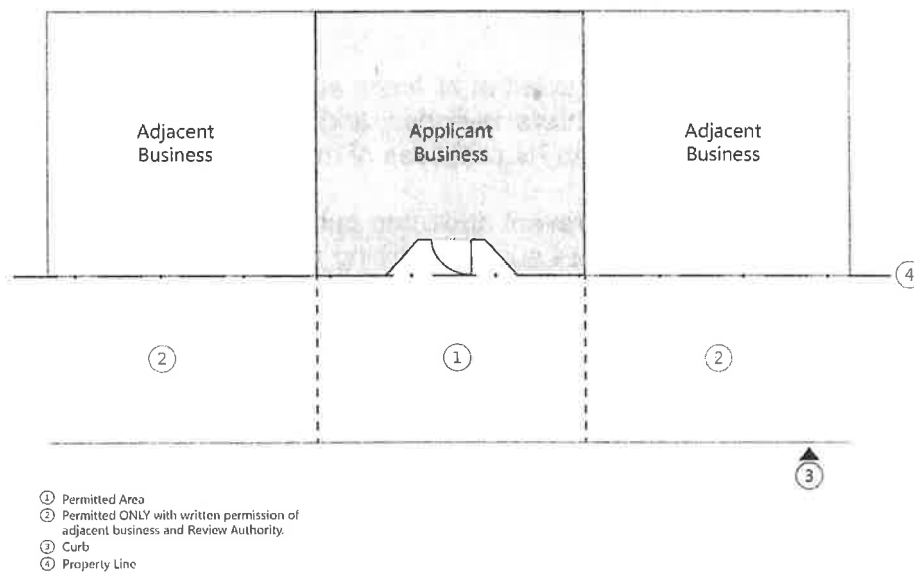
Figure 2. Perpendicular Pedestrian Access Paths



- ① Pedestrian Zone
- ② Pedestrian Access Path
- ③ Business Entry
- ④ Crosswalk
- ⑤ Curbside Furniture Zone
- ⑥ Property Line Furniture Zone

6. A minimum eight-foot height clearance shall be maintained within the Pedestrian Zone Perpendicular Pedestrian Access Paths.
7. The outdoor dining area must be located in the public right-of-way space in front of the associated business, determined by extending the bounds of the business frontage perpendicular to the face of curb. Outdoor dining areas may extend into the public right-of-way space located in front of an adjacent business only with written approval of the adjacent tenant and the Review Authority, as illustrated in **Figure 3. Permitted Extensions into Adjacent Spaces.**

Figure 3. Permitted Extensions into Adjacent Spaces



- ① Permitted Area
- ② Permitted ONLY with written permission of adjacent business and Review Authority.
- ③ Curb
- ④ Property Line

8. Mobile vendors are not permitted within outdoor dining areas.
9. The surface of the sidewalk shall be cleaned and maintained by washing or buffing to remove any stains, marks, or discoloration to the satisfaction of the Public Works Department and in accordance with prevailing storm water and water quality regulations.
10. No marking or alterations of the sidewalk are permitted with this Zone Clearance. Furthermore, no permanent fixtures are permitted to be located in the public right-of-way with this Zone Clearance. Such markings, alterations, or fixtures may be considered with the issuance of an Encroachment Permit at the discretion of the Public Works Director.
11. Non-permanent fixtures shall be secured in a manner that will prevent fixtures from unintended transfer or movement. This may include, but not be limited to, using weights to secure umbrellas to prevent fly away, securing non-permanent barriers with steel plate footings to prevent shifting or tipping, etc.
12. The design of all furniture and temporary fixtures shall be of a quality to sustain weather and wear, and shall be of a material other than molded plastic. Furniture shall be of durable materials such as wrought iron, wood, steel, or cast aluminum. Planter boxes, where used, shall be of quality materials such as wood, precast concrete, terra cotta, or other pottery, and shall not be of plastic. Alternative materials may be used only with written approval from the Review Authority.
13. All fixtures, including furniture, barriers, shade covers, and/or misters/heaters shall be maintained in good working and physical condition and located in accordance with the manufacturer's specifications, as applicable. Umbrellas shall be fire-treated.
14. Signage and/or advertising are not permitted under this Zone Clearance. Separate permits are required.
15. It shall be the responsibility of the business to provide an adequate number of trash receptacles within the outdoor dining area to accommodate the amount of trash generated by the business. Trash receptacles shall be emptied by the business as often as necessary to prevent overflow. The outdoor dining area and adjoining curb, gutter, and sidewalk shall be maintained in a neat, clean, and orderly condition at all times, regardless of the source of refuse and litter.
16. Amplified sounds from the establishment when located in the downtown shall not be audible from a distance of 200 feet from the outdoor dining area and shall be in compliance with the Noise Ordinance.
17. Public liability insurance in an amount specified by the City and naming the City of Fresno as an additional insured shall be maintained in full force and effect while this Zone Clearance is in effect.
18. The City shall have the right to suspend or prohibit the operation of an outdoor dining area at any time because of anticipated or actual problems or conflicts in the use of the sidewalk area.
19. The outdoor dining area in the public right-of-way approved under this Zone Clearance is temporary in nature and it vests no permanent rights whatsoever. Upon 30 days' notice the Zone Clearance may be revoked and the sidewalk furniture ordered removed. Such notice shall be posted on the premises and shall be provided to the official contact person specified on the application. Such notice may be waived where the permitted use shall become dangerous or unsafe, as determined by the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2017

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 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).

CONTACT

NAME:

PHONE:

FAX:

(A/C No. Ext):

(A/C No. Ext):

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

ABC ^{cafe} Inc
1234 Main Street
Fresno, CA 93711

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY E (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X			10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS				10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X		10/01/2016	10/01/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Fresno, its officers, officials, employees, agents and volunteers are additional insured as respects to general liability insurance. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis". "This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis". As Per attached endorsements CG 20 12 04 13 and CG 20 01 04 13. CA 88 66 05 13. WC 04 03 06

CERTIFICATE HOLDER

CANCELLATION

City Of Fresno

2600 Fresno St

Room 2162

Fresno

Ca 93721

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



INTEGRATED INSURANCE & FINANCIAL SERVICES

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: _____

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE**PERSON OR ORGANIZATION****JOB DESCRIPTION**

ANY PERSON OR ORGANIZATION WHERE
WAIVER OF OUR RIGHT TO RECOVER IS
PERMITTED BY LAW AND IS REQUIRED
BY WRITTEN CONTRACT PROVIDED SUCH
CONTRACT WAS EXECUTED PRIOR TO
DATE OF LOSS

ALL JOBS UNDER WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective _____

Policy No. _____

Endorsement No. _____

Insured _____

Premium \$ ~~100~~ INCL.

Insurance Company _____

Countersigned By _____

DATE OF ISSUE: _____

[Date]

Please reply to:
[Planner Name]
[Contact Number]

[Applicant Name]
[Address]
[Email]

**SUBJECT: ZONE CLEARANCE APPLICATION NO. XX
[BUSINESS NAME] LOCATED AT [ADDRESS/APN]**

Dear [Applicant]:

The Development and Resource Management Director approved Zone Clearance No. XX on [DATE], which authorizes the establishment of an outdoor dining area in the public right-of-way in association with [BUSINESS]. Approval of this Zone Clearance is subject to compliance with the following conditions of approval:

1. Compliance with the Standard Operational Requirements for Outdoor Dining Areas within the Public Right-of-Way (enclosed).

Approval of the permit shall become null and void in the event that the outdoor dining area does not comply with any of the requirements imposed on this Zone Clearance, including the insurance requirements pursuant to Exhibit "A" Insurance Requirements for an Outdoor Dining Permit of the Indemnification and Hold Harmless Agreement for Outdoor Dining Permits.

The exercise of rights granted by this Zone Clearance must be commenced by [DATE] (three years from the date of approval), pursuant to FMC Section 15-5013-A. An extension of up to one additional year may be granted, provided that the required findings are made by the Director in accordance with FMC Section 15-5013-A.1.

If you have any questions regarding this letter, feel free to contact me at the number listed above or at [planner email].

Sincerely,

[Planner], Planner
Development Services Division

Enclosures: Standard Operational Requirements for Outdoor Dining Areas within the Public Right-of-Way
Indemnification and Hold Harmless Agreement for Outdoor Dining Permits (executed)

CC: [Other Contacts per Application]
[JAF] (for associated business)