



DOWNTOWN ABC ON-SITE SALES: 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-007

Date:

September 3, 2019

Target Audience:

Planning staff and the general public.

Purpose:

The purpose of this policy is to better serve the public by streamlining the approval process for on-site alcohol sales in the downtown area. In order to facilitate business in the downtown area, specifically the sale and consumption of alcohol on-site at restaurants, bars and similar establishments that bring a vitality to the area, such sales permitted by right by the Fresno Development Code (not requiring a Conditional Use Permit), shall be permitted through the Zone Clearance process. This policy is updating the November 16, 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 Downtown ABC On-Site Sales.

Application Required:

When alcohol is proposed to be sold and consumed on-site within the downtown zone districts (DTN, DTG, DTC), a **Zone Clearance** shall be processed in accordance with Article 51 of the Fresno Municipal Code (FMC). Applicable primary uses for which the Zone Clearance apply include:

- Restaurants
- Bars
- Nightclubs
- Tasting Rooms
- Breweries with a Tasting Room

NOTE: Review of a Zone Clearance for Downtown ABC On-Site Sales is limited to review and approval of alcohol sales only. Any physical improvements (e.g., new construction, façade improvements) or establishment of additional uses other than alcohol sales (e.g., establishment of a new business) requires review and approval of a separate application for the specific request.

Further, the following types of alcohol sales uses **do not** qualify for the Zone Clearance application review process:

- When the sale of alcohol is proposed for off-site consumption (e.g., liquor store, convenience store, grocery store). A Conditional Use Permit shall be required.

Procedures:

1. **Application.** Submit an application online by creating an account at www.fresno.gov/FAASTER. Submit an Application under Planning/Land Division and choose Zone Clearance (Other Ministerial). A Zone Clearance application for Downtown ABC On-Site Sales shall be required for the sale and consumption of alcohol on-site for all locations within the downtown zone districts (DTN, DTG, DTC). This includes requests for the sale and consumption of alcohol within the public right-of-way in

association with a business.

NOTE: Submittal requirements, processing and approvals differ for alcohol sales on private property versus alcohol sales in the public right-of-way, as noted throughout the policy and procedure document. See the application form to determine if a request for alcohol sales in the public right-of-way is part of the review. If the “Yes” box is checked on the application after “Outdoor or Patio Area is in the Public Right-of-Way” then follow all prompts below for requirements related to processing and approval of alcohol sales and consumption in the public right-of-way.

2. **Submittal Materials.** The following materials are required for submittal of a Zone Clearance application when on-site alcohol sales are proposed in downtown.

- a. Zone Clearance for Downtown ABC On-Site Sales Application.
- b. Supplemental Application Materials. Items for submittal differ for alcohol sales on private property versus alcohol sales within the public right-of-way, as noted below.

(i) Alcohol sales on private property only. The following items from the Additional Submittal Requirements for Downtown ABC On-Site Sales document **shall** be required upon application submittal. If these items are not provided then **we will** not accept the application.

- a) **Standard Operational Requirements.** These shall be signed by the property owner and the business owner prior to submittal. Their signature confirms that they have read, understand, and agree to these requirements.

NOTE: If the property owner and business owner do not wish to sign these prior to submittal and would like to negotiate the requirements then they will be required to submit for a Development Permit Review.

- b) **Standard Security Plan.** These shall be signed by the property owner and the business owner prior to submittal. Their signature confirms that they have read, understand, and agree to implement these requirements.

NOTE: If the property owner and business owner do not wish to sign these prior to submittal and would like to negotiate the requirements then they will be required to submit for a Development Permit Review.

- c) **Preliminary Title Report and Supporting Deed Documents.** These items must have been prepared no more than 30 days prior to application submittal.
- d) **Letter of Authorization.** Only required if the property owner has not signed the application.
- e) **Site Plan, Floor Plan, and Elevations.** Photos may be submitted in lieu of elevations when the building is existing.
- f) **Evacuation Plan.** Only required if a bar or nightclub is proposed.
- g) **Operational Statement.** Make sure this statement includes the proposed days and hours of operation and if different uses are proposed (e.g., restaurant, bar, nightclub) that the days and hours are broken down by use. Refer to the Additional Submittal Requirements document for all information required to be included in the Operational Statement.

(ii) Alcohol sales within the public right-of-way. The following items from the Additional Submittal Requirements for Downtown ABC On-Site Sales document **shall** be required upon application submittal if the request includes sale and consumption of alcohol within the public right-of-way. These items are in addition to those listed above. If these items

are not provided then we will not accept the application.

NOTE: If the following items are not available at the time of application submittal, then the applicant has the option of proceeding with an application for sale and consumption of alcohol sales on private property only. A separate Zone Clearance for Downtown ABC On-Site Sales application for sale and consumption of alcohol within the public right-of-way will be required for submittal once all items are available.

- a) **Copy of a valid Business Tax Certificate.** This document is required to verify that the signatory on the required liquor liability insurance policy for the sale and consumption of alcohol in the public right-of-way is the same as the business owner of record.
- b) **Copy of the signed Indemnification and Hold Harmless Agreement.** This document is a requirement of the Zone Clearance for Outdoor Dining with the Public Right-of-Way, which is required for approval prior to approval of alcohol sales in the public right-of-way.
- c) **Liquor Liability Insurance.** This must be in the amount specified by the City, as referenced in Exhibit "A" Insurance Requirements for an Outdoor Dining Permit of the Indemnification and Hold Harmless Agreement.

3. **Fees.** Zone Clearance application fees for downtown alcohol sales and consumption shall be charged in accordance with the following. No inner-city fee reductions apply.

Application Type	Fee Type	Fee Amount
<u>Zone Clearance for Downtown ABC On-site Sales.</u> Applications for on-site alcohol sales and consumption, including sale or consumption of alcohol within the public right-of-way. NOTE: A separate fee shall be charged for each individual application filed.	Zone Clearance Moderate Level 1	\$373

4. **Processing.**

a. Timeline for Processing.

- (i) Alcohol sales on private property only. Review and processing of Zone Clearance applications for on-site alcohol sales and consumption on private property only should take up to 14 business days.
- (ii) Alcohol sales within the public right-of-way. Review and processing of Zone Clearance applications including a request for alcohol sales and consumption 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 Downtown ABC On-Site Sales application packet is complete prior to acceptance, including all Additional Submittal Requirements based on where alcohol sales are proposed (private property only or within the public right-of-way).

NOTE: Identify applications in Naviline and Accela as follows for tracking purposes:

- Alcohol sales on private property only. Zone Clearance for Downtown ABC On-Site

- Sales applications for alcohol sales on private property only shall be Level 1 permits.
- Alcohol sales within the **public right-of-way**. Zone Clearance for Downtown ABC On-Site Sales applications requesting alcohol sales and consumption within the public right-of-way shall be Level 2 permits.
- (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 15-2751 (Restaurants with Alcohol Sales, Bars, Nightclubs, and Lounges).
- (iii) **Routing.** Routing is only required to Risk when alcohol sales or consumption is proposed in the public right-of-way. The Planner shall send the required insurance policy information to Risk for review and verification to ensure compliance with the liquor liability insurance requirements as listed in Exhibit "A" Insurance Requirements for an Outdoor Dining Permit for alcohol sales in the public right-of-way. The process for routing is:
- a) Send email to insurance@fresno.gov with a cc to Heidi.Briggs@fresno.gov using the following subject line and including the noted attachments. Send this email through the Accela record Communications tab.
 - 1) Subject Line: [Name of Business] Outdoor Dining Permit
 - 2) Attachments:
 - i) Zone Clearance for Downtown ABC On-Site Sales Application
 - ii) Copy of Business Tax Certificate
 - iii) Copy of signed Indemnification and Hold Harmless Agreement
 - iv) Exhibit "A" Insurance Requirements for an Outdoor Dining Permit and the related documents to satisfy the liquor liability insurance requirements
 - b) Risk will provide a response within 2 weeks confirming that the submitted Insurance Requirements documents are in compliance with their requirements.
- (iv) **Approval.** There are two approval options depending on the application request, as follows:
- a) Alcohol sales on **private property** only. Once 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:
 - 1) Approval Letter
 - 2) Standard Operational Requirements for Downtown ABC On-Site Sales
 - 3) Standard Security Plan for Downtown ABC On-Site Sales
 - b) Alcohol sales in the **public right-of-way**. Once Risk has verified that the submitted liquor liability insurance 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:
 - 1) Approval Letter
 - 2) Standard Operational Requirements for Downtown ABC On-Site Sales
 - 3) Standard Security Plan for Downtown ABC On-Site Sales
 - 4) Copy of signed Indemnification and Hold Harmless Agreement, including the additional requirements for liquor liability insurance, in accordance with Exhibit "A" Insurance Requirements for an Outdoor Dining Permit

NOTE: If an application includes both a request for alcohol sales and consumption on private property and in the public right-of-way then defer to the approval process for alcohol sales in the public right-of-way.

- (v) **Noticing.** No noticing is required for on-site alcohol sales and consumption in the downtown zone districts.
- (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 also be saved in the Accela record.

Attachments:

1. Zone Clearance for Downtown ABC On-Site Sales application
2. Additional Submittal Requirements for Downtown ABC On-Site Sales
3. Standard Operational Requirements for Downtown ABC On-Site Sales
4. Standard Security Plan for Downtown ABC On-Site Sales
5. Indemnification and Hold Harmless Agreement for Outdoor Dining Permits, including Exhibit "A" Insurance Requirements for an Outdoor Dining Permit
6. Samples for complying with the liquor liability insurance document requirements
7. Sample Approval Letter for Downtown ABC On-Site Sales (Private Property Sales Only)
8. Sample Approval Letter for Downtown ABC On-Site Sales (Public Right-of-Way Sales)

References:

Fresno Municipal Code

Section 15-2751 (Restaurants with Alcohol Sales, Bars, Nightclubs, and Lounges)

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 #: Downtown ABC On-Site Sales

(To be filled in by City staff)

Check all that apply:

<input type="checkbox"/> New	<input type="checkbox"/> Restaurant	<input type="checkbox"/> Tasting Room
<input type="checkbox"/> Upgrade	<input type="checkbox"/> Bar	<input type="checkbox"/> Outdoor Dining or Patio Area
<input type="checkbox"/> Expansion	<input type="checkbox"/> Nightclub	<input type="checkbox"/> Other
<input type="checkbox"/> Downgrade	<input type="checkbox"/> Brewery	

Business Name: _____

Business Address: _____ A.P.N. _____

Size of Site: _____ Sq. Ft. _____ Acres Building/Lease Space Size: _____ Sq. Ft.

Size of Outdoor or Patio Area: _____ Sq. Ft. Outdoor or Patio Area is in the Public Right-of-Way: ☐ Yes ☐ No

Zone District: _____ General Plan Designation: _____

List all previously approved and/or pending entitlements, associated with the associated 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 Application for Downtown ABC On-Site Sales
- ☐ Supplemental Application Materials (see Additional Submittal Requirements for Downtown ABC On-Site Sales)
- ☐ Payment of Filing Fee

CONSENT OF APPLICANT AND PROPERTY OWNER. The consent of the applicant and property owner, if not the applicant, is required for filing this application within the City of Fresno. The signature(s) of the applicant and property owner 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: _____

For Staff Use Only

Received By: _____	Verified By: _____
Date Received: _____	Date Verified: _____
Application Fee: _____	Copy has been
PZ No: _____	e-archived: _____

Additional Submittal Requirements Downtown ABC On-Site Sales

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.

The following items are required in addition to those submittal requirements listed on the Zone Clearance for Downtown ABC On-Site Sales application. **Additional information may be required, at the discretion of the Development & Resource Management Department, to facilitate review of the proposed request.**

Item	Yes	No	NA
Required for alcohol sales and consumption on private property and within the public right-of-way			
Standard Operational Requirements (signed by the private property owner and business owner)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard Security Plan (signed by the private property owner and business owner)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Title Report and Supporting Deed Documents (prepared within 30 days of submittal of the application)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Letter of Authorization (if application is not signed by private property owner)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Site Plan/Plot Plan (refer to Required Information for Exhibits below) – 5 copies on 8.5"x11" or larger, must be to scale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor Plan (refer to Required Information for Exhibits below) – 5 copies on 8.5"x11" or larger, must be to scale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elevations* (refer to Required Information for Exhibits below) – 5 copies on 8.5"x11" or larger, must be to scale <i>*Photos may be submitted in lieu of elevations</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evacuation Plan (for bars and nightclubs only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operational Statement. A written statement describing the important characteristics of the proposed use, including the following information: • Information as to persons doing business under fictitious names, members of partnerships, and officers of corporations or associations. • Proposed days and hours of operation. If differing use types (e.g., restaurant, bar, nightclub) are proposed, detail the days/times each use will be active. • Efforts that have been taken to discuss the proposal with neighbors. • Any additional information as the Director may reasonably require to properly evaluate the application.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Required for alcohol sales and consumption within the public right-of-way			
Copy of a valid Business Tax Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Hold Harmless and Indemnification Agreement (signed by business owner).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insurance Requirements for Liquor Liability Insurance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Required Information for Exhibits

Site Plans

- Include scale, north arrow, address, assessor parcel number, north arrow, land uses on adjacent properties, surrounding street names, contact information
- Show all property lines, building locations, parking areas, pedestrian and vehicular access, landscaped areas, fences and walls

Floor Plans

- Clearly marked areas where dining areas, bar areas (as applicable), and dancing (as applicable) are proposed
- Emergency exits and pathways (when a bar or nightclub are proposed)

Elevations (unless photos are submitted in lieu of elevations)

- All elevations of affected buildings, labeled appropriately (i.e., north, south, east, west).
- General architectural features (i.e., window and door locations, trim, materials, etc).

For Staff Use Only

Application No:
Date Received:

Verified By:
Date Verified:

Standard Operational Requirements Downtown ABC On-Site Sales

Zone Clearance No. _____

Business Name: _____

Address: _____

Operational Requirements:

1. **Time to Stop Sales, Service and Consumption.** All sales, service and consumption of alcohol shall stop no later than the time specific below, as applicable to the type of establishment. A time for "last call" for ordering alcohol beverages may be established at the discretion of the establishment so long as the hours to stop consumption are met.

Type of Establishment	Time to Stop Sales, Service & Consumption of Alcohol
Restaurant <i>(Should an establishment seek to stay open after 12 am and continue to serve alcohol, it shall be considered a bar or nightclub for permit purposes)</i>	12 am
Bar <i>(Should an establishment seek to stay open after 11 pm or serve alcoholic beverages other than beer or wine, it shall be considered a bar or nightclub for permit purposes)</i>	2 am
Nightclub	2 am
Tasting Room	11 pm
Brewery	2 am

2. **Service of Alcohol in the Public Right-of-Way.** Alcohol shall not be served or consumed in the public right-of-way without providing proof of liquor liability insurance in an amount specified by the City and naming the City of Fresno as an additional insured. A Zone Clearance shall be the mechanism for verification of compliance with City insurance requirements. Such insurance shall be maintained in full force and effect while this Zone Clearance is in effect.
3. **Occupancy Status.** The applicant shall ensure the building complies with all applicable occupancy requirements and is responsible for obtaining the appropriate approvals from other departments and agencies.
4. **Local, State, and Federal Codes and Laws.** The applicant shall comply with all applicable provisions of the Fresno Municipal Code (FMC), state, and federal laws. It is the responsibility of the applicant/business owner to obtain additional permit approvals required.

A current version of the FMC may be viewed at the City of Fresno's website: www.fresno.gov. The link to the FMC is located on the Home Page of that website.

5. **Security Plan.** Prior to approval, the establishment shall submit to the Development and Resource Management Department (DARM), Development Services Division a completed and signed Security Plan. A copy of the Security Plan will be provided to the Fresno Police Department (FPD) upon approval of this permit. Should any major changes be proposed to the Security Plan on file, the

establishment shall be responsible for notifying the FPD.

The establishment shall correct any safety or security problem or Security Plan violation as soon as possible after receiving written notice of such problem from FPD. After the initial Security Plan is approved and implemented, it is the responsibility of the owner or owner's representative to contact FPD to inquire about police calls for service or public safety problems at the location. Contact may be made in person, by telephone or by electronic mail. Review of police calls for services may be conducted at any time by FPD.

The applicant will maintain a copy of the current Security Plan and shall present the Security Plan immediately upon request by a peace officer.

6. **Frequent Responses.** If it is determined that police calls for service become "frequent" (see definition below) DARM and/or the Fresno Police Department may initiate proceedings to amend these operational requirements, including amendment to the Security Plan, to require state licensed uniformed security and/ or to recommend suspension or revocation proceedings.

"Frequent" as used in this subsection means police response is occurring more than 1.50 times than the average number of such responses for property of a similar size in character in the same "policing district" established by the police chief. (See FMC Sections 10-708(g).)

7. **Revocation of Permit and Other Remedies.** Frequent responses by the FPD arising out of or relating to the operation or management of the real property owned or controlled by the permittee causing any combination of the following: animal disturbances; violent criminal acts; illegal consumption of intoxicants in public view; gaming activities; and juvenile disturbances, or any of the other activities set forth in the FMC Section 10-708 may result the commencement of revocation proceedings pursuant to FMC, Sections 15-5016 and 15-6306.

In addition to recommending the commencement of revocation proceedings, the FPD may pursue any of the other remedies set forth in FMC, Section 10-710, including assessing fines against the proprietor for the violations of the Management of Real Property Ordinance. Further, nothing in this granting of this permit precludes the FPD from taking the appropriate action in response to a violation of the Penal Code.

8. **Posting Hours of Operation and Address.** The owner and/or proprietor and/or applicant shall be responsible to conspicuously post the hours of operation for each phase type (i.e., restaurant, nightclub) near the entrance of the establishment. It shall be 8.5 x 11 inches in size, to be in a format provided for by the City. This posting shall be made available to City officials upon request. Additionally, the address of each facility shall be posted in compliance with all City codes.
9. **Posting of Property.** The applicant shall post the property with the appropriate FMC signs advising that consumption of alcoholic beverages, gambling, trespassing or loitering will be in violation of municipal ordinances. The owners and employees are responsible for abating those activities when they occur during business hours.

The establishment shall not allow alcoholic beverages to be consumed outside the building premises or on any other adjacent property under its control nor shall alcoholic beverages be consumed on any property adjacent to the premises (i.e., parking lot and sidewalks) unless an outdoor dining and/or patio area is located, developed, and operated in compliance with Section 15-2744 of the FMC. If the alcoholic beverages are consumed on property not owned or controlled by the applicant, the applicant shall immediately report such consumption to the FPD.

The establishment shall not allow any loitering on building premises or any adjacent property under its ownership or control.

The establishment shall not allow any gambling on building premises or any adjacent property under its control.

There shall be no amusement devices or Billiard tables maintained upon the premises without the proper permits issued through the City of Fresno Business Tax Division.

10. **Employee Acknowledgement of Requirements.** The establishment shall have each employee sign a written acknowledgment that he/she has reviewed and understood each of these requirements. The written acknowledgment shall be maintained by the establishment and made available to the FPD upon reasonable request.

Acknowledgements:

The signature of the private property owner and business owner below constitutes acknowledgement of the following:

- I have read, understand, and agree to the requirements as listed above.
- This permit only verifies that the zoning of this property allows the business described above.
- Any physical modifications to the site, including interior or exterior changes to the building, may require additional permits or approvals.
- Health Department and/or Building Division approvals may be required. It is the applicant's responsibility to obtain all required approvals prior to operation, including for the appropriate building occupancy rating for the use.
- The business must apply for a City tax certificate and pay taxes to legally operate in the City of Fresno.

Private Property Owner Acknowledgment:

_____ Signature	_____ Date
_____ Name (please print)	_____ Title

Business Owner Acknowledgment:

_____ Signature	_____ Date
_____ Name (please print)	_____ Title

Planning Approval:

_____ Signature	_____ Date
_____ Name (please print)	_____ Title

**Standard Security Plan
Downtown ABC On-site Sales
Zone Clearance No. _____**

Business Name: _____

Address: _____

Maximum Permitted Occupancy: _____ (Per Fresno Fire Department)

The requirements of this Security Plan address issues inside and outside of the establishment, including the safety and security of the business, as well as the immediate surrounding areas. All establishments shall comply with the requirements outlined below, as applicable.

Security Measures Applicable to All Establishments

1. **Onsite Manager:** A manager will be on duty during business hours and will be responsible for monitoring and controlling the behavior of patrons.

Manager name(s) and contact information:

Manager Type	Contact Name	Phone Number	24/7 Contact
Store Manager			<input type="checkbox"/> Yes <input type="checkbox"/> No
Bar Manager			<input type="checkbox"/> Yes <input type="checkbox"/> No
Floor Manager			<input type="checkbox"/> Yes <input type="checkbox"/> No
Security Supervisor			<input type="checkbox"/> Yes <input type="checkbox"/> No

The designated 24/7 Contact is the contact person(s) for all safety and security management and shall be available 24 hours a days, 7 days a week. Any changes in contact names and/or numbers shall be reported to the Fresno Police Department within three calendar days.

2. **Alcohol Related Issues:** Bartenders and all employees responsible for the sale and service of alcohol beverages are trained to recognize the symptoms of an obviously intoxicated patron and will not allow the serving of alcohol to an obviously intoxicated patron.
3. **ABC Education:** Any and all employees hired to sell alcoholic beverages shall provide evidence to the Fresno Police Department that they have either:
 - a. Completed training from the State of California Department of Alcoholic Beverage Control (ABC)--Fresno District Office-administered "Leadership and Education in Alcohol and Drugs" (LEAD) Program as confirmed by receipt of an ABC-issued certificate of completion; or,

- b. Completed equivalent training acceptable to the ABC--Fresno District Office to ensure proper distribution of beer, wine, distilled spirits, tobacco, and inhalants to adults of legal age.

If any prospective employee designated to sell alcoholic beverages, tobacco or inhalants does not currently have such training then:

- a. The ABC-licensed proprietors shall have confirmed with the Fresno Police Department that a date certain has been scheduled with the local ABC Office for the prospective employees to take the LEAD Program course. As ABC offers classes by appointment on their schedule, employees shall be assigned to attend the first available class and shall have completed the class within 6 months of the date of hire for all employees; and
 - b. Within 30 days of taking the course the employee(s) or responsible employer shall deliver each required LEAD Program Certificate evidencing completion of said course to the Fresno Police Department.
- 4. **First Aid:** Supplies are located in the kitchen, service areas and the manager's office.
 - 5. **Fire Protection:** Fire extinguishers are located in the kitchen, service areas and outside the manager's office.
 - 6. **Alarms:** Burglary and fire alarms are monitored by a security company 24 hours/7 days a week.
 - 7. **Emergencies:** All employees are trained to report emergencies to law enforcement and to the manager on duty.
 - 8. **Taxi Service:** We will offer taxi coordination service to our customers when the business is open and operating after 10:00 p.m., as follows: Signage will be placed at the exit from 10:00 p.m. to 2:00 a.m. with the following statement: "THANK YOU FOR COMING OUT TONIGHT. WE APPRECIATE YOU, AND WANT TO SEE YOU BACK, SO WE WANT TO MAKE SURE YOU GET HOME SAFE. DON'T DRINK AND DRIVE. IF YOU NEED OR WANT A CAB, LET US KNOW AND WE WILL CALL ONE FOR YOU. BE SAFE FRESNO."
 - 9. **Surveillance Video:** Currently we have _____ cameras. Cameras are installed and operated in accordance with the following:
 - a. Location of Cameras. The interior of the business must have at least one camera placed to focus on each area where alcoholic beverages are being dispensed (this shall include any outside patio area where alcoholic beverages are dispensed). Additionally, there shall be at least one camera placed to focus on each of the following areas; front door (s) and/or entry area, any area outside where patrons wait to enter the establishment and the majority of the open floor space area in the establishment
 - b. Capacity. The video camera storage capacity should be for at least fourteen (14) days. The system must continuously record, store, be capable of playing back images and be fully functional at all times. Recordings of any criminal activity either occurring at and/or

related to the business shall be provided to the Fresno Police Department within 24 hours of the initial request for recordings. When applicable, cameras should be periodically monitored during the time the premises are operating as a nightclub.

- c. Recordings. A color Digital Video Recorder-DVR shall be the preferred means of recording, and shall be operational during open business hours, will be properly maintained at all times and an employee will be present during business hours that has been instructed in its use and down-load capabilities. All cameras shall be properly maintained and operational during business hours and positioned toward their specified area.
10. **Zero Tolerance:** All members of our staff are aware of and agree to support the “zero tolerance” approach to criminal behavior. This will include calling police, and otherwise cooperating with law enforcement. The business will post a sign at the entrance to inform patrons that the establishment has a “Zero Tolerance Policy” and will prosecute any criminal behavior which occurs.
11. **Alcohol Consumption:** No member of staff (including management) shall consume any alcoholic beverages while “on-duty,” including just before and/or just after their work shift).
12. **Alcohol Service:** All alcoholic beverages shall only be served and poured by on-duty premises employees. Patrons are prohibited from serving themselves alcoholic beverages.
13. **Inspections:** All staff are to have a good working knowledge of California Business and Professions Code sections 25753 and 25755 in relation to Law Enforcement inspection of the premises.
14. **Incident Reports:** Security Incident Reports, related to known calls for service, completed by State Licensed Uniformed Security Guards and/or on-site State Licensed Proprietary Security Officers hired by the establishment, shall be completed and sent to the Fresno Police Department within ten (10) calendar days of the incident. The Fresno Police Department has indicated that it will review all calls for service that relate to the business and share applicable information by each Tuesday of the month or no later than twelve (12) calendar days from any incident. This exchange is done in the spirit of cooperation to assist in maintaining a working relationship, and helping recognize security and/or training issues.
15. **Contests or Promotions:** Notification will be made to the FPD District Commander or his/her designee, at least two weeks prior to any “Advertised-Contest, Promotional Event or Special Entertainment Event,” **which is reasonably anticipated to attract a larger or different type of crowd than the business is currently accustomed to and will include any adjustments needed to the current security plan (“Event”).** “Event” does not include things such as ordinary weekly advertising or social media publications, which are a part of regular restaurant, bar, or nightclub operations. Written approval is required from the Fresno Police Department that the current Security Plan is adequate to address security issues that may arise from the Event or approval of a new Security Plan shall be in required prior to the Event. The Fresno Police Department has indicated it is committed to timely review of notifications.

If the Event is anticipated to attract a crowd above 200 persons it is recommended that Contract Law Enforcement Services (CLES) be used. If CLES is used, the establishment can

reduce the number of security guards contracted for the Event, in coordination with the FPD. Additionally, if there is social media for the Event it is requested that the flyer/publication be attached to the security plan request provided to the FPD at the time of notification.

In those cases where the business commits to an Event less than two weeks before the expected date, notification will be made as soon as possible to the Fresno Police Department. During this "Abbreviated Approval Process," the Fresno Police Department has indicated it is committed to expeditious overview of the Event, along with any security plan needs, to complete the review process.

The Fresno Police Department has indicated it is committed to provide a written response within three (3) business days regarding approval or the need to update the existing Security Plan for an above-noticed Event. If the Fresno Police Department does not respond within this time period, Event approval will be deemed granted.

As a courtesy and in the spirit of communication we (the business) will keep the Fresno Police Department informed of any changes in DJ's.

All notices under this section will be sent via text message or email.

Security Measures Applicable to Bars and Nightclubs

The following security measures shall only apply to establishments operating as a bar or nightclub.

16. **Dress Code:** The below listed dress code will be enforced from _____ [time] to close of business on each Friday and Saturday that the establishment is open as a nightclub. A sign describing the dress code will be placed at the entrance during those hours. For example:

"The following items are not permitted:

- Excessively baggy clothing
- Motorcycle or Gang attire
- Athletic wear, sweats or sports jerseys (game day exceptions)
- Construction boots
- Headgear (exceptions for non-sports related ball caps and stylish hats)
- Tattoos on the neck, face and head (exceptions for neck tattoos if the tattoo is not offensive, gang related or depicting an illegal substance or activity and is preapproved by management)

Management will, at all times, reserve the right to enforce the full dress code."

17. **Dance Area:** Patrons may access any area used for dancing, from outside the premises of the establishment, only through entrances that are manned and controlled, at all times, by at least one employee of the establishment.

18. **VIP Area:** There will be no "VIP" or segregated areas within the premises, except the areas where the 21+ year olds only gather, versus where those under the age of 21 will be.

- 19. State-Licensed Uniformed Security Guards:** State-licensed uniformed security guards shall be required when the establishment is operating as a bar with more than 100 guests, a nightclub, or any combination thereof. Establishments that function as multiple uses shall comply with the appropriate security requirements during that time period, as listed below. Furthermore, should an establishment operate concurrently as a bar and nightclub, the security requirements for the nightclub shall apply.

Any change from the required total number of state-licensed uniformed security guards, must be approved by the Fresno Police Department.

Bar Security Requirements

State-licensed uniformed security guards are required to be on the premises at all times from 11:00 p.m. to 30 minutes after closing time on any and all days of the week that the establishment is open and operating after 11:00 p.m, in accordance with the following standards:

- a. Number. The total number of state-licensed uniformed security guards shall be based upon the maximum permitted occupancy as established by the Fresno Fire Department, and shall be determined as follows:
- 0 - 100 guests: No state-licensed uniformed security required. Onsite manager and employees will be responsible for monitoring and controlling the behavior of patrons.
 - 101 - 200 guests: A minimum of one (1) state-licensed uniformed security guard shall be required.
 - 201 - 300 guests: A minimum of two (2) state-licensed uniformed security guards shall be required.
 - 301 - 400 guests: A minimum of three (3) state-licensed uniformed security guards shall be required.
 - If the maximum permitted occupancy exceeds 400 guests, one additional state-licensed uniformed security guard shall be required for each additional one-hundred guests.

Guests, for purposes of this requirement, shall include patrons and employees of the business.

- b. Uniforms. All on-duty licensed security guards shall comply with the uniform requirements set forth in California Business & Professions code section 7582.26.

Nightclub Security Requirements

State-licensed uniformed security guards are required to be on the premises at all times from 10:00 p.m. to 30 minutes after closing time on any and all days of the week that the establishment is operating as a nightclub, in accordance with the following standards:

- a. Number. Two (2) state-licensed uniformed security guards or one (1) state-licensed uniformed security guard per one-hundred of the total number of guests permitted shall be required to be on the premises, whichever is greater.

Guests, for purposes of this requirement, shall include patrons and employees of the business.

- b. Uniforms. All on-duty licensed security guards shall comply with the uniform requirements set forth in California Business & Professions code section 7582.26.

NOTE: In the event that Fresno Police Department Contract Services are engaged by the business, one (1) of the contract officers on hand may count towards the total number of state-licensed uniformed security guards on Thursday, Friday and Saturday.

Contract services shall be used during the Halloween and New Years, and for Special Events.

For establishments operating as a nightclub with a crowd larger than 200 persons, it is recommend that Contract Law Enforcement Services (CLES) be used. If CLES is used, the establishment may be allowed to substitute 2 CLES for 2 licensed security guards. CLES should be used for Special Promotions and/or on Fridays and Saturdays.

20. **Security Patrol and Monitoring:** Our security staff will monitor a reasonable radius around the entrance and exits of the establishment, as well as the parking lot, to ensure compliance with security protocols and to ensure the area is free from loitering. Individuals found to be consuming alcohol outside the establishment will be denied entry and asked to leave the lot.

Security staff will monitor the premises, including the parking areas, on a regular basis and any suspicious activity will be reported immediately to the FPD.

21. **Security Personnel:** We currently have a security services agreement, or are in the process of signing a security services agreement, with _____ [name of security company]. A copy of the executed security services agreement will be provided to the Fresno Police Department prior to operation. Each member of our security staff, whether provided through a security services agreement or employed directly by the establishment, has completed proper training and all members hold a guard card.

The Fresno Police Department shall be notified of any security company change and shall be provided a copy of the executed security services agreement within three business days.

22. **Proprietary (plain-clothes) Security Officers:** The premises shall also provide state-licensed proprietary security officers on staff to assist in monitoring and controlling the behavior of patrons during nightclub hours on nights when additional security is needed.

23. **At Closing:** Members of our security team will actively direct individuals away from the establishment and to their transportation. Members of our security team will direct traffic to the most effective exit routes. Once our security team has cleared the facility, they will ensure that

the adjacent parking lot under the establishment's control is free of people loitering, drinking or causing a disturbance and clear the lot by 30 minutes after closing.

The hours of closing shall be no later than 2:00 am (0200 hrs) with last call ensuring that no sale, service, or consumption of alcohol shall occur past closing time.

Acknowledgements:

The signature of the business owner/operator/manager below constitutes acknowledgement of the following:

- I have read, understand, agree to, and will implement the requirements of this Security Plan.
- This Security Plan will be in effect for **six months**, commencing at the time all parties agree to and sign this document.
- A review of the operations of this business will be required and conducted by the Fresno Police Department to determine if changes to the Security Plan are needed. It is my responsibility to notify the Police Department a minimum of 10 business days prior to the six month mark to request such review.
- Businesses operating as a nightclub shall not proceed without an updated and/or current approved Security Plan. Failure to maintain an updated and/or current approved Security Plan will be grounds for permit revocation.

Business Owner / Operator / Manager Acknowledgement:

Signature

Date

Name (please print)

Title

Planning Approval:

Signature

Date

Name (please print)

Title



**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.



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).

INSURED

cupe
ABC ~~Inc~~ Inc
1234 Main Street
Fresno, CA 93711

CONTACT	
NAME:	_____ FAX: _____
(A/C No. Ext):	(A/C No. Ext): _____
E-MAIL:	_____
ADDRESS:	

INSURER(S) AFFORDING COVERAGE	
INSURER A:	NAIC #
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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EX (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 EXCESS	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 <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> 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 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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	Y/N <input type="checkbox"/>	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 2182 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
---------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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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.

CG 20 12 04 13

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Page 1 of 1



INTEGRATED INSURANCE & FINANCIAL SERVICES

Reproduction of Insurance Services Office, Inc. Form

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, writing in a contract or agreement, that this insurance would be primary and should not seek contribution from any other insurance available to the additional insured.

CG 20 01 04 13

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Page 1 of 1

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 \$ **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 sale and consumption of alcohol at [ADDRESS]. Approval of this Zone Clearance is subject to compliance with the following conditions of approval:

1. Compliance with the Standard Operational Requirements for Downtown ABC On-Site Sales, version dated [date noted in footer] (enclosed).

Approval of the permit shall become null and void in the event that any of the requirements imposed on this Zone Clearance are not complied with, including maintaining an approved Security Plan with the Fresno Police Department and verifying and obtaining the appropriate building occupancy rating for the use.

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 Downtown ABC On-Site Sales, version dated [date noted in footer]
Standard Security Plan for Downtown ABC On-Site Sales, version dated [date noted in footer]

CC: [Other Contacts per Application]
[JAF]

[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 sale and consumption of alcohol at [ADDRESS]. Approval of this Zone Clearance is subject to compliance with the following conditions of approval:

1. Compliance with the Standard Operational Requirements for Downtown ABC On-Site Sales, version dated [date noted in footer] (enclosed).

Approval of the permit shall become null and void in the event that any of the requirements imposed on this Zone Clearance are not complied with, including maintaining an approved Security Plan with the Fresno Police Department and verifying and obtaining the appropriate building occupancy rating for the use. Compliance also includes maintaining in full force and effect 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 Downtown ABC On-Site Sales, version dated [date noted in footer]
Standard Security Plan for Downtown ABC On-Site Sales, version dated [date noted in footer]
Indemnification and Hold Harmless Agreement for Outdoor Dining Permits (executed)

CC: [Other Contacts per Application]
[JAF]