

3. Layout of Outdoor Dining Areas

Outdoor Dining On-Street Parking Spaces

1. Use of the on-street parking spaces shall be limited to the striped dimensions of the parking stall areas and shall not encroach into the through travel lane.
2. Restaurants using these areas will need to provide their own furniture for use of by the patrons and will be responsible for securing their furniture when not in use.
3. Outdoor Dining areas at corners cannot extend beyond the space occupied by a standard parked car.
4. Do not eliminate or obstruct existing, on-street disabled parking.
5. Allow adequate spacing next to remaining parking stalls for opening of vehicle doors.
6. Restaurants may expand their space to include areas fronting adjacent storefronts if they get a signed letter granting permission from the owner of the adjacent storefront.
7. **This Permit does not allow for placing tables and chairs on the sidewalks. Consult with the Planning Department regarding the use on sidewalks.**

Outdoor Dining On Private Property

1. Arrangements for outdoor dining must be worked out with the property owner for each location. The City would not be a party to discussions or arrangements concerning the leasing or use of outdoor space on private property.
2. The following specific conditions apply to these areas:
 - a. Restaurants must have the permission of the property owner in order to use the parking space areas.
 - b. The parking lots must still comply with all ADA standards, including ADA paths of travel and adequate provision of handicapped parking spaces pursuant to California Building Code Section 11B.
 - c. Restaurants that are providing alcohol service must meet all requirements of the Alcoholic Beverage Control Board and any other federal, state, or local laws and regulations governing the sale and consumption of alcoholic beverages.
 - d. Maintain access to emergency utilities such as fire hydrants, fire hose connections for sprinkler systems, and entrances and exits of all buildings shall not be obstructed at any time by barriers or seating.
 - e. Consideration should be given to maintaining adequate parking supply on-site to prevent spillover parking in adjacent residential areas.
 - f. Driveway entrances and exits shall always remain unobstructed.
 - g. Temporary outdoor lighting in compliance with California Green Building Code Light Pollution standards is allowed. Lighting shall be turned off whenever the restaurant is closed and/or the outdoor dining area is not in use.
 - h. All items installed to support outdoor dining shall be temporary in nature and removed at such the time the City so orders. Upon removal of these items, the site shall be restored to its previous condition within 48 hours.
 - i. Restaurant patrons shall have access to the restroom(s) affiliated with the subject restaurant.

RESTAURANTS MUST ADHERE TO SOCIAL DISTANCING PROTOCOLS PER SAN MATEO COUNTY ORDER NO. C19-5F.



South San Francisco

Temporary Outdoor Dining Program



1. **When applying for a Permit, provide proof of liability insurance and indemnification of the City as well as a diagram showing placement of tables and chairs.**
2. **Restaurants that want to place tables and chairs in front of adjacent storefronts will need the permission of the property and business owner.**
3. **If a restaurant wishes to serve alcoholic beverages as part of outdoor dining, a permit is required from the California Department of Alcoholic Beverage Control (<https://www.abc.ca.gov/>).**
4. **Restaurants are responsible for providing, setting up and taking down tables and chairs on sidewalks or parking spaces.**
5. **Only tables and chairs are allowed in the designated areas for dining.**
6. **Restaurants must keep dining areas clean and adhere to Social Distancing Protocols per San Mateo County Order No. c19-5F.**

NEW STATE HOTLINE FOR COVID-19

The Governor announced the creation of a statewide hotline — **833-544-2374** — in coordination with the non-profit local 2-1-1 systems, so that Californians have a one-stop shop to answer their questions and get assistance during this crisis.

1. Applications & Submittals

NO PERMIT SHALL BE ISSUED UNLESS PROOF OF ADEQUATE INSURANCE, AS DETERMINED BY THE CITY, IS PROVIDED BY THE RESTAURANT.

- 1. Applicants must file a Temporary Outdoor Dining Permit for review by the City.**
 - a. The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public property (sidewalk or parking area) requested by the restaurant for outdoor dining.
 - b. Available right-of-way or parking spaces to be used for outdoor dining shall be identified based on the availability of the space fronting the business and may not include areas fronting adjacent businesses without consent
 - c. Encroachment Permit Fees \$325 (per Adopted Master Fee Schedule 2019-2020) may be waived to reduce cost-associated barriers for business/restaurant participation.
- 2. Participation in the Temporary Outdoor Dining Program is limited to 45 days, with the option to review and extend for another 45 days, but no more than 90 days total.**
- 3. Applicants must comply with [San Mateo County Outdoor Dining Safety Requirements](#), including on-site posting of health information for employees and patrons.
- 4. Supplemental Information required by the San Mateo County Health Department must be submitted to the City.
- 5. Restaurants/businesses that serve alcohol may continue to serve alcohol in the outdoor dining area, as long as specific requirements are met:**
 - a. An applicant/operator with a current Alcohol and Beverage (ABC) license and approval may only serve alcohol within an approved area as reviewed by ABC.
 - b. In the event that ABC requires layout modifications to the approved, the applicant shall submit revised layout to the City for review and approval.
 - c. The applicant/operator is responsible for obtaining and conforming to ABC requirements and file any other necessary applications to continue serving alcohol.
 - d. A copy of the current ABC license shall be submitted to the City. In order to retain the Temporary Outdoor Dining Permit and serve in the sidewalk café area, the operator shall maintain the license.

TABLES, HEATERS, UMBRELLAS, AND PERSONAL BELONGINGS CANNOT ENCROACH INTO THE TRAFFIC OR PEDESTRIAN LANES (SIDEWALKS)

For Information about the Outdoor Dining Program, contact the Planning Division at (650) 829-6620 or SSFplanning@ssf.net

- 6. Restaurants operate at their own risk and shall defend and indemnify the City for all activity that occurs in the outdoor dining area.**
 - a. Applicants must identify the City of South San Francisco as an additional insured party and provide a copy of the insurance certificate.
 - b. As required by the City’s Temporary Outdoor Dining Permit, applicants shall procure and maintain during the term of the Permit the following policies of insurance:
 - i) Workers Compensation and Employers’ Liability Insurance in the statutory coverage.
 - ii) Commercial General Liability Insurance: In an amount not less than ONE MILLION DOLLARS (\$1,000,000)

2. Operations & Maintenance

- 1. Hours of operation for outdoor dining uses shall not exceed the normal hours of operation for the corresponding restaurant or business for which the outdoor use is granted.**
- 2. Furniture used for outdoor dining shall not be secured to lampposts, streetlights, trees or any other public street furniture.
- 3. All approved furniture used for outdoor dining shall be properly maintained and cleaned regularly and be placed to allow pedestrians to move safely in the sidewalk at all times.
- 4. The applicant/operator shall comply with all applicable Fire and Building codes at all times.
- 5. Maintain ADA required access and clearances at all times:**
 - a. Other cities provided specialized benches and/or tables where one side can be used by people in wheelchairs or mobility devices and ADA required table heights are maintained.
 - b. The applicant/operator shall ensure safety and stability of all equipment used for outdoor dining.
 - c. Temporary fixtures such as tables, seating, umbrellas, heating lamps, planters, platforms or flooring to achieve ADA compliance, and any approved physical barriers to mark the seating area are the only items permitted in the public right-of-way.
- 6. The applicant/operator shall be responsible for the proper maintenance of the outdoor dining area at all times, including properly disposing of all trash generated by the operation.**
 - a. The applicant/operator shall be held responsible for emptying and cleaning all trash receptacles within the operating area.

For information about the Outdoor Dining Program, contact the Planning Division at (650) 829-6620 or SSFplanning@ssf.net



CITY OF SOUTH SAN FRANCISCO

Rev 3/1/2021

ENGINEERING DIVISION
315 MAPLE AVENUE, SOUTH SAN FRANCISCO, CA 94080

FOR INSPECTIONS
Public Works (650) 829-6656
24 HR in Advance

TEMPORARY OUTDOOR DINING PERMIT

ADDRESS:

RESTAURANT / STORE NAME:

NAME OF OWNER

ADDRESS

CITY, STATE, ZIP

TELEPHONE

E-MAIL

NAME OF BUSINESS OPERATOR

SSF BUSINESS LICENSE #

TELEPHONE

E-MAIL

APPLICATION SUBMISSION CHECKLIST (Confirmed by Planning)

1. Applicant has reviewed and accepted the Permit Conditions on the following pages. ☐ YES ☐ NO
2. Applicant has a current business license in the City of South San Francisco ☐ YES ☐ NO
3. Review and comply with the [San Mateo County Outdoor Dining Safety Requirements](#) ☐ YES ☐ NO
4. Provide Site Plan showing the Outdoor Dining Area layout and clear 5-ft sidewalk path ☐ YES ☐ NO
5. Provide furniture descriptions and photographs of examples (anything in the Public right-of-way). ☐ YES ☐ NO
6. Provide maintenance plan for: trash cleanup of area, additional trash receptacles, and/or furniture. ☐ YES ☐ NO
7. Provide Certificate of Insurance that meets the requirements of Condition 15 on the following pages. ☐ YES ☐ NO
8. If alcohol will be served in the Outdoor Dining Area,
 - a. Submit a current copy of Business's ABC License ☐ YES ☐ NO ☐ N/A
 - b. Copy of revised layout modification submitted to ABC ☐ YES ☐ NO ☐ N/A
9. If Outdoor Dining Area is proposed to extend beyond the current storefront,
 - a. Submit an approval letter from the neighboring property owner of that frontage. ☐ YES ☐ NO ☐ N/A
 - b. Submit an approval letter from the neighboring business operator of that frontage. ☐ YES ☐ NO ☐ N/A

PLEASE SEE ATTACHED PAGES FOR PERMIT CONDITIONS

I hereby acknowledge that I have read the permit and the attached conditions, that the information given by me is correct, that I am the owner or the duly authorized agent of the owner to act and consent on their behalf, and that I agree to comply with the attached conditions and all applicable provisions of state laws, city ordinances, and the rules of any governmental agency involved.

SIGNATURE OF APPLICANT (OWNER OR AUTHORIZED AGENT)

TITLE

DATE

DO NOT WRITE BELOW THIS LINE – FOR USE BY CITY STAFF

1 APPROVED by Planning Division:

2 APPROVED by Engineering Division:

PERMIT NO:

DATE:

DATE:



CITY OF SOUTH SAN FRANCISCO

ENGINEERING DIVISION

315 MAPLE AVENUE, SOUTH SAN FRANCISCO, CA 94080

TEMPORARY OUTDOOR DINING PERMIT

ADDRESS:

PERMIT NO.:

This City of South San Francisco (“City”) Temporary Outdoor Dining Permit (“Permit”) is issued in accordance with Title 13 of the South San Francisco Municipal Code. Permittees and their agents are granted permission to enter the public right-of-way to perform work as described in the issued permit subject to these Standard Conditions and any additional Special Conditions. Permittees agree that any work performed under this Permit constitutes acceptance of the Standard Conditions and Special Conditions of this permit.

#	STANDARD CONDITIONS
1	Purpose: Permittee certifies that it has the legal authority to occupy and use the public right-of-way for the purpose stated in the application. This nonexclusive and temporary Permit is limited to the purpose stated in the application. Any installation, maintenance, or operation of facilities in the public right-of-way requires the Permittee/Owner to execute an Encroachment and Maintenance Agreement or a similar form of agreement with the City. Neither this Permit nor any work done by Permittee shall create a vested right of Permittee to occupy or utilize the public right-of-way. If any prior encroachment permit conflicts with the proposed work, Permittee shall arrange for any necessary removal or relocation with the prior permittee if willing at no expense to the City.
2	COVID-19 Safety Compliance: Permittee shall comply with the June 17, 2020 Order of the Health Officer of the County of San Mateo directing all individuals in the County to limit gatherings to not exceed 50 people, allow social bubbles, adhere to social distancing requirements, face covering requirements, and requiring business to implement a social distancing protocol and written health and safety plan (“Shelter-in-Place Order”) and any subsequent Health Order issued by the Health Officer of the County (“Subsequent Order”). Permittee shall comply with the following: a. Statewide Industry-Specific Guidance, available at https://covid19.ca.gov/industry-guidance , and any subsequent updates; b. San Mateo County COVID-19 Requirements and Industry-Specific Guidance available at https://www.smchealth.org/post/covid-19-requirements-resources ; and/or c. Any applicable subsequent updates or guidelines issued by the Health Officer of San Mateo County.
3	Boundary Limits: This Permit is limited to the “Outdoor Dining Area” defined as public right-of-way described in the application site plan that will be occupied.
4	Term: The term of this Permit is limited to 45 days. Additional 45 day extensions may be granted upon request by Permittee and approval from the Planning, Building, and Engineering divisions. The Permit total duration is limited to a maximum of 90 days. Upon revocation or expiration of this Permit, Permittee shall suspend all activity within the Outdoor Dining Area and shall be responsible for the repair of any damage to City property caused by Permittee, as directed by City.
5	Fees: As approved by the City Council, the permit fees for this permit are waived. All other expenses unrelated to permit review, inspection, and modifications to barriers shall be at the sole expense of Permittee.
6	Business License: Permittee and/or contractor shall maintain a current business license in the City of South San Francisco as applicable.
7	Operation: Hours of operation for outdoor dining uses shall not exceed the normal hours of operation for the corresponding business.
8	Sidewalk Clearance: A minimum clear width of five (5) feet of sidewalk shall be maintained at all times for safe passage across the property frontage.
9	ADA Access: Permittee shall be responsible for complying and maintaining ADA accessibility to and from the Outdoor Dining Area.
10	Furniture: Permittee shall be responsible for providing, maintaining, and removing any outdoor furniture used by the Outdoor Dining Area. All dining furniture shall be removed from the public right-of-way outside of business hours.
11	Trash: Permittee shall be responsible for providing and emptying additional trash receptacles and cleaning any trash generated by the



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STANDARD CONDITIONS

Outdoor Dining Area for the duration of the Permit.

12

Inspection: All work is subject to the City's monitoring, inspection, and approval. Permittee shall call the Building Inspector to schedule inspection of ADA accessibility (if applicable). Upon removal of the Outdoor Dining Area, Permittee shall call the Public Works Inspector to schedule inspection to confirm the area is clear and no damage to public property has occurred. Inspection scheduling requires a minimum of 24-hours' notice before required inspection time.

13

Restoration and Completion of Work:

Upon expiration or revocation of this Permit, Permittee shall be responsible for removing all furniture, trash receptacles, and other facilities related to the Outdoor Dining Area with the exception of the City provided water barriers. Any damage to the public right-of-way within the Outdoor Dining Area caused by the use of the Outdoor Dining Area shall be restored by the Permittee.

- Upon completion of the work, Permittee shall request that the City conduct a final inspection by scheduling with the Public Works Inspector at least 24-hrs prior to requested inspection time.
- If the work is not completed within the time required or not acceptable to City staff, then the Public Works Director or their designee shall notify Permittee in writing. Within forty-eight (48) hours of such notice, Permittee shall restore the public right-of-way in conformance with the City Standards Details and Specification and this Permit's conditions and remedy all deficiencies including subsurface material or pavement depressions, breaking, or other failures. If the Permittee fails to do the restoration after such notice, then the City may undertake such work at the expense of the Permittee. The City's determination of the cost of the work performed shall be final.
- If Permittee fails to compensate the City for the restoration work undertaken pursuant to 12(c) above within five (5) business days of notification, then the City shall have the right to take whatever actions are necessary to recover its damages, costs, and expenses including but not limited to withholding the amount due with payment made from the performance deposit or any remaining administrative or inspection fee amount or commencing an action against the bond.
- Any repair or restoration work undertaken by the City pursuant to 12(c) above shall not relieve Permittee in any manner from liability at the site of the repair or restoration including but not limited to future failures.
- The City may undertake any restoration or repair work that has been left incomplete or performed inadequately by Permittee at Permittee's cost without notification to Permittee if the City has determined that there has been a violation of any condition of the permit; that an excavation constitutes a hazardous situation, public nuisance, public emergency or threat to public health, safety, or welfare, or it is in the City's best interest.

14

Release and Indemnification:

Permittee hereby releases the City from any liability, claims, damages or any obligations relating to any bodily injury, sickness, disease, or death of any person or damages to any property or any person arising out of work performed by Permittee, its contractors, or subcontractors in performance of this Permit. Permittee agrees to indemnify, defend, and hold harmless City and its officers, agents, volunteers, and employees from any and all actions, claims, and liability for any loss or damage, including but not limited to, bodily injuring, sickness, disease, or death of any person or damage to any property, tangible or intangible, arising out of work performed by Permittee, its contractors, or subcontractors in performance of this Permit or the entry upon the Property. This release and indemnification shall survive termination of this Permit.



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#	STANDARD CONDITIONS
15	Insurance: Permittee shall procure and maintain during the term of this Permit the following policies of insurance: - Worker's Compensation and Employers' Liability Insurance in the statutory coverage. Permittee certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and it will comply with such provisions before commencing the performance of the work pursuant to this Permit. - Commercial General Liability Insurance: In an amount not less than ONE MILLION DOLLARS (\$1,000,000) for injuries including, but not limited to, death to any one person and subject to the same limit for each person; in an amount not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. - The insurance required by this Permit shall be in an aggregate amount of not less than Two Million Dollars (\$2,000,000) and shall be extended to include as additional insureds the City of South San Francisco, its elective and appointive boards, officers, agents, employees and volunteers, with respect to operations performed by the Permittee as described herein. Evidence of the insurance described above shall be provided to City upon issuance of this Permit. The policy of insurance shall also contain a provision indicating that such insurance shall not be reduced or canceled except upon thirty (30) days written notice to City. - At the City's sole discretion, the City's Risk Manager may modify or waive these requirements on a case-by-case basis.
16	Assignment: Permittee shall not assign or otherwise transfer any rights under this Permit, and any purported assignment or transfer shall automatically revoke this Permit.
17	No Dedication; Possessory Interest Tax: Nothing contained in this Permit shall be deemed a gift or dedication of any portion of the Property to or for the general public or for any public purpose whatsoever. This permit shall not be construed to grant any real property interest or other rights to Permittee in the Property. However, if it is deemed that this Permit creates an interest subject to the possessory interest tax, then Permittee is responsible for paying such tax.
18	No Waiver: No waiver of any default or breach of any condition or term of this Permit shall be implied from any omission to take action on account of such default or breach.
19	No Precedent Established: This Permit is issued with the understanding that any particular action is not to be considered as establishing any precedent, including as precedent for the expediency, utility, or authority of any kind of encroachment. This Permit and any associated Improvement Agreement or Encroachment and Maintenance Agreement constitute the entire agreement between the City and Permittee pertaining to entry and work upon the Property.
20	Underutilized or Unused Outdoor Activity Areas: For areas of the public right-of-way that have been approved for outdoor dining (or other approved uses), but are not being used for those daily activities, the following actions shall be completed by the City: - Permit holder shall be notified of the improper usage of the public right-of-way, including failure to set furniture for dining (if approved for outdoor dining), and an observation period of 30 days shall commence. - If after 30 days, the outdoor area remains underutilized, the City shall remove all barriers and fencing installed at the site. - A Code Enforcement Case shall be opened to remove any built platforms and the space shall be reverted back to active parking spaces, and any physical changes to the sidewalk or buildings shall be restored to original condition at the cost of the Permittee.

Temporary Outdoor Dining Area Application Checklist

Required Submittals:

- ☐ Temporary Outdoor Dining Permit Application (completed and signed)
- ☐ Copy of Current South San Francisco Business License
- ☐ Insurance Certificate (See Permit Application Standard Condition #15 and Attached Sample)

- ☐ Site Plan (must show 5'0" clearance path on sidewalk at all times)
- ☐ Platform Details (must show 18" min drainage path located parallel to existing curb)
- ☐ Proposed Outdoor Dining Layout (drawing of dining area with furniture or other elements)
- ☐ List or Photographs of Furniture (every object to be placed in the right-of-way)
- ☐ Maintenance Plan (must include locations of additional trash receptacles and schedule of proper disposal of all trash generated by the operation)

If alcohol will be served in the Outdoor Dining Area, the applicant/operator must:

- ☐ Submit current copy of ABC License
- ☐ Copy of revised layout modification submitted to ABC

If Outdoor Dining Area is proposed to extend beyond the Applicant's storefront, applicant/operator must:

- ☐ Submit a letter indicating permission to use the right-of way from the property owner of the neighboring building.
- ☐ Submit a letter indicating permission from the neighboring business operator.

List of Furniture or Equipment for Outdoor Dining

The following shall be used for the proposed Outdoor Dining at _____

- ☐ Tables
- ☐ Chairs
- ☐ Heaters/Heating Equipment
- ☐ Additional trash receptacles
- ☐ Planters
- ☐ Temporary Flooring
- ☐ Other Items (List below)

Outdoor Dining Maintenance Plan

The following provides specific maintenance and cleaning protocols that the applicant or operator of the temporary outdoor dining at _____ is required to implement, in compliance with the City of South San Francisco's Guidance for Temporary Outdoor Dining during COVID-19, current San Mateo County Health Department Orders, and other COVID-19 guidance for outdoor dining.

- The applicant/operator shall regularly clean and maintain all approved furniture used for outdoor dining regularly and be placed to allow pedestrians to move safely in the sidewalk at all times.
- The applicant/operator shall be responsible for the proper maintenance of the outdoor dining area at all times, including properly disposing of all trash generated by the operation.
- The applicant/operator shall be held responsible for emptying and cleaning all trash receptacles within the operating area.

Cleaning and Disinfecting Protocols

- Perform thorough cleaning in high traffic areas.
- Frequently disinfect commonly used surfaces and surfaces touched by patrons.
- Clean touchable surfaces between shifts or between users, whichever is more frequent.
- Equip spaces such as dining and tasting rooms, bar areas, host stands, and kitchens with proper sanitation products, including hand sanitizer and sanitizing wipes and ensure availability.
- Ensure that sanitary facilities stay operational and stocked at all times.
- Provide time for workers to implement cleaning practices during shifts and consider third-party cleaning companies.
- Remove dirty linens from dining tables from dining areas in sealed bags.
- Thoroughly clean each customer dining location after each use.
- Provide hand sanitizer at guest and employee entrances and contact areas.

I hereby acknowledge that I have read the above guidance and that I agree to comply with the Maintenance Plan and all applicable provisions of state laws, city ordinances, and the rules of any governmental agency involved.

SIGNATURE OF APPLICANT (OWNER OR AUTHORIZED AGENT)

TITLE

DATE