

COVID-19 Temporary Outdoor Dining



Community Development Department

Guide for Establishing Temporary Outdoor Dining Areas

A. COVID-19 ALLOWANCE FOR TEMPORARY OUTDOOR DINING AREAS

Due to COVID-19 indoor dining restrictions, temporary outdoor dining areas may be established for existing restaurants with current business licenses on private property, in private parking, or landscape areas, **until further notice**.

Temporary outdoor dining areas are subject to the Los Angeles County Department of Public Health re-opening protocols which can be reviewed at <http://publichealth.lacounty.gov/media/coronavirus>. A copy of this protocol must be posted at all public entrances to the facility. For questions or clarifications on protocols, please contact the Los Angeles County Department of Public Health at (888) 397-3993 or (213)240-7821.

In addition, the location, design, size and other aspects of the outdoor dining areas are subject to review by the Community Development Director. The following information is requested for review and can be submitted online to CommDev@cityofsignalhill.org:

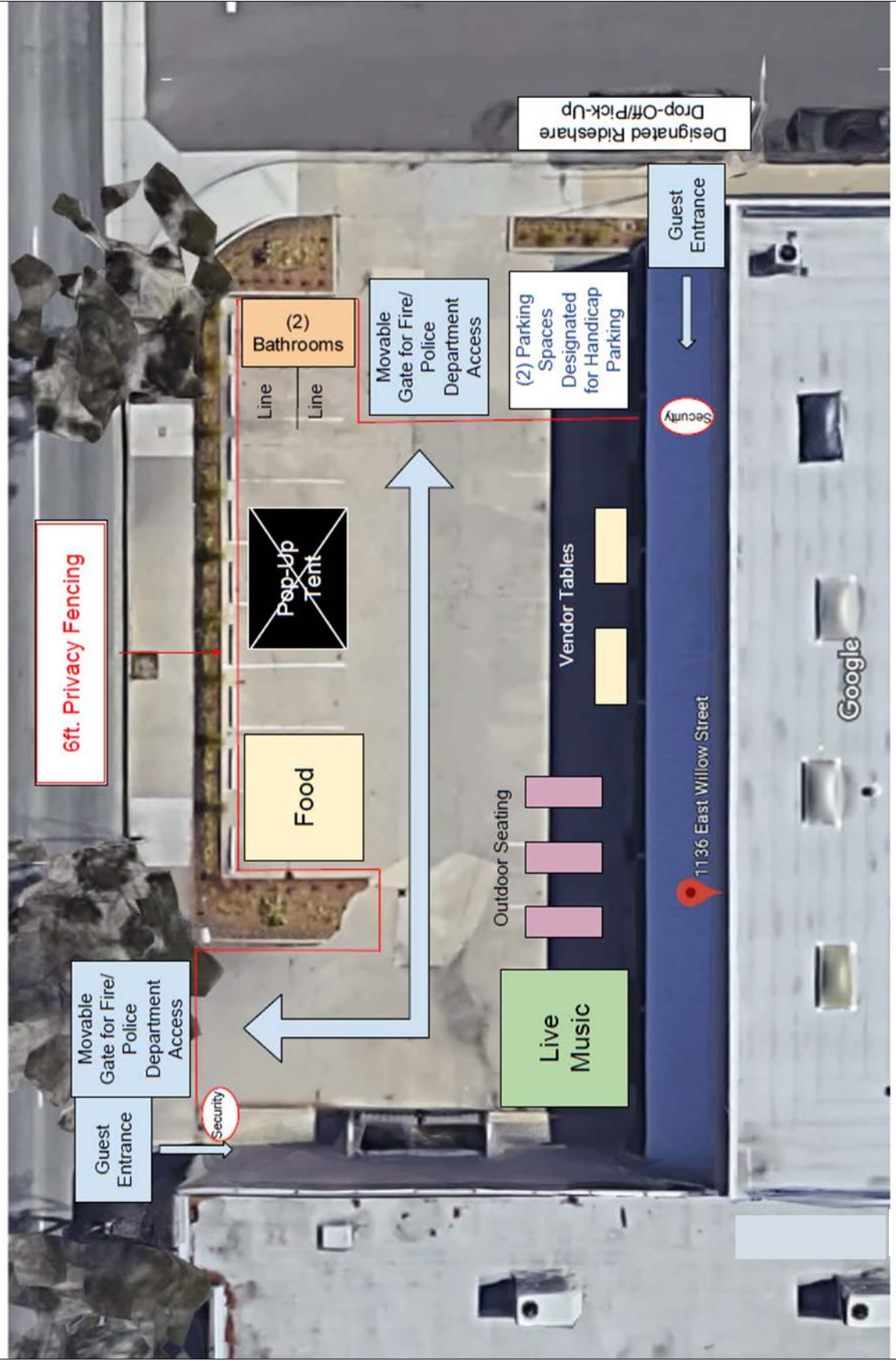
B. SUBMITTAL PACKAGE

- Submit a modest site plan with the following information:
 - Identify the area to be used for outdoor dining;
 - Note the size of the area and portion of parking area proposed for use as well as number of parking spaces proposed to be temporarily eliminated;
 - Label entrances, exits, of dining area and note the location of any proposed temporary staff service stations;
 - Identify spacing distances between diners and customers waiting to dine;
 - Identify any proposed traffic barriers or installation of perimeter materials to separate the dining area from the non-dining area (sturdy barriers such as K-rails, or traffic drums are recommended);
 - Note proposed lighting, canopy or other covering, plants, decorations, etc. (see attached example);
- Provide a brief written description with the following information:
 - Address/location of business;
 - Business contact information;
 - Hours of operation for outdoor dining area;

- Proposed changes, including area size and number of seats and tables, lighting, canopies etc.;
 - Note whether the Americans with Disabilities Act (ADA) access is provided;
 - **Compliance with ADA is the responsibility of the business.**
 - Note whether alcohol will be served;
 - **Compliance with the Department of Alcohol Beverage Control is the responsibility of the business.**
 - Describe any proposed safety and security, health and social distancing measures (traffic barriers, spacing methods for diners and customers waiting to dine, security services etc.);
- Submit written permission from the property owner, or management company, along with confirmation of notice to all businesses directly adjacent;
 - Submit the provided Indemnification Form signed by the “Indemnitor” (tenant, property management representative, property owner or agent etc.) (see attached);
 - Upon receipt of a submittal package for temporary outdoor dining, City staff will be in touch regarding review procedures.

For questions regarding the submittal package please contact the Community Development Department at (562) 989-7340, or email at CommDev@cityofsignalhill.org.

SAMPLE SITE PLAN



6ft. Privacy Fencing

Food

~~Pop-Up Tent~~

(2) Bathrooms

Line
Line

Movable Gate for Fire/Police Department Access

Guest Entrance

Security

Outdoor Seating

Live Music

Vendor Tables

Movable Gate for Fire/Police Department Access

(2) Parking Spaces Designated for Handicap for Handicap Parking

Security

Guest Entrance

Designated Rideshare Drop-Off/Pick-Up

1136 East Willow Street

Google

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“Agreement”) is dated as of _____, 2020 and is made by _____ (“Indemnitor”) in favor of the City of Signal Hill (“City”).

The Indemnitor on behalf of itself and all of its contractors, agents, and representatives (each an “Indemnitor Party”) hereby agrees fully indemnify, reimburse, protect, defend, and hold the City (and its employees, representatives, and agents) harmless from and against any and all liabilities (including injuries to persons or property), claims, demands, damages, expenses or costs of any kind (including attorneys’ fees, court costs and all other costs of defense) which result from, or arise out of, or are claimed to result from or arise out of Indemnitor’s actions to construct, operate and/or provide for outdoor seating for food / beverage services on its property, the public right of way or on other public property (the “Outdoor Dining Use”). The Indemnitor acknowledges and agrees that City has not authorized such Outdoor Dining Use and shall in no way be liable for such Outdoor Dining Use or the construction/operation thereof.

By signing this Agreement, the undersigned represents and warrants that it has the legal capacity to enter into this Agreement on behalf of the Indemnitor, it is duly authorized to execute and deliver this Agreement on behalf of the Indemnitor in accordance with the authority granted under the organizational documents of the Indemnitor, and the Indemnitor is bound under the terms of this Agreement.

INDEMNITOR:

Name:

Title: