

Outside Dining Encroachment

Submittal Requirements

1. Encroachment application with the following information:
 - a. Business name, address and phone number.
 - b. Property Owner: name, address, and phone number of person providing signature for the agreement.
 - c. Letter from Property Owner in support of outside dining. Property Owner must be willing to enter agreement.
 - d. Grant Deed with legal description
 - e. Detailed drawing(s) with measurements showing:
 - i. Site Plan showing sites relative to an intersection.
 - ii. Lot width and depth. Show complete restaurant dimensions (square footage) and location of all parking spaces.
 - iii. Parkway and street depth.
 - iv. Building location and distance from property line.
 - v. Door and window replacement.
 - vi. All parkway topography (light poles, traffic signals, fire hydrants, tree wells, etc.).
 - vii. Proposed table and chair placement (see drawing example).
 - viii. Site location/address.
2. Final agreement will require:
 - a. (3) Original encroachment agreements.
 - b. Signatures to be notarized on all copies and returned to Public Works Dept.
 - c. A Certificate of Insurance and Separate Endorsement from the business owner, naming the City of Burbank as an additional insured, must be on file with the Public Works Department.
 - d. A Recording Fee- determined by the number of sheets to be recorded. Make checks must be made out to the L.A. County Recorder.
 - e. Outside dining annual encroachment fee is \$415.00 payable to the City of Burbank. (\$208.00 renewal per year)
 - f. Sewer facilities charges \$250.00 per chair (one-time fee).



**CITY OF BURBANK
Public Works Department**

**APPLICATION FOR PERMIT/AGREEMENT
TO ENCROACH ON CITY PROPERTY**

This application form, notwithstanding the signed approval by the Director of Public Works or his deputy, below, does not constitute a permit. The Permit shall be contained in an Agreement/Covenant the terms of which shall be in accordance with BMC Title 7 Chapter 3 Article 7, as prepared by the City Attorney, signed, notarized and recorded accordingly. Among other provisions in the Agreement will be the payment of charges and applicable fees as set by the latest Burbank Fee Resolution, filing of evidence of public liability insurance with additional insured endorsement or hold-harmless agreement, and a building permit and/or excavation/construction permit as the case may require.

Information contained in this application shall form the basis for the agreement and must be true and as complete as possible.

1. REAL PROPERTY ABUTTING PROPOSED ENCROACHMENT:

a. Commonly Known As (Address): _____

b. Legal Description: Tract No. _____ Block _____ Lot _____

Assessor's Parcel No. _____

2. DESCRIPTION OF CITY-OWNED PROPERTY PROPOSED TO ENCROACH UPON:

3. ENCROACHMENT:

a. Is the encroachment: Subterranean Surface Aerial

b. Describe in Words: _____

c. Purpose of Encroachment: _____

d. EXHIBIT PLANS: An exhibit plan or plans of the encroachment must be submitted. The plans shall be of professional quality, preferably in 8-1/2" x 11" sheets for document processing facility, and shall show to a convenient scale the shape, dimensions, and extent of the encroachment as related to the abutting property and nearby public improvements and utilities, which must be fully and completely shown and located. A vicinity plan is to be submitted.

4. APPLICANT INFORMATION:

a. Owner/s of Abutting Real Property:

i. Name _____ Tel. _____

ii. Name _____ Tel. _____

Address _____

Authorized Agent _____

b. Applicant if Other than Owner/s:

Relationship to Owner/s _____

Name _____ Tel. _____

Address: _____ Tel. _____

I/We the undersigned understand and agree: that any permit issued hereon shall be issued pursuant and subject to the provision of Title 7 Chapter 3 Article 7 of the Burbank Municipal Code, that such permit may be canceled by the City of Burbank, acting by and through its Public Works Director, at any time, and that the encroachment must be removed within thirty (30) days thereafter; that no right, title or interest in any property owned by the City of Burbank shall vest or accrue to me/us by reason of the issuance of such permit or exercise of the privilege given thereby; that I/we will not suffer or permit any dangerous or defective condition of property to exist in connection with exercise of the privilege; and that I/we assume and will pay for all injuries and damage to persons and property arising from or in connection with exercise of the privilege.

Signature _____ Date _____

Referred to:

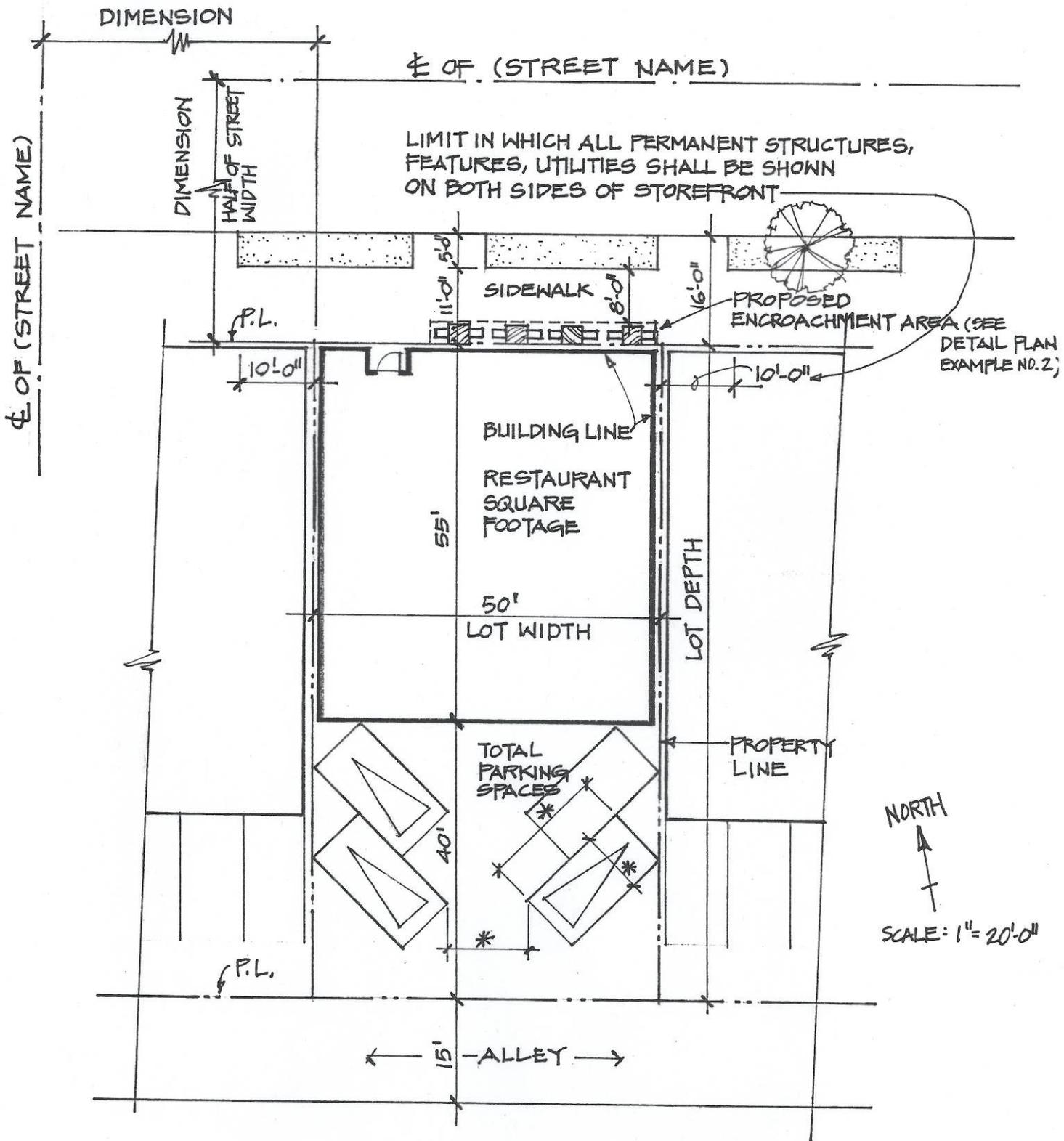
x	DEPT/DIV	DATE	SIGNATURE	COMMENT
	Redevelopment			
	Building			
	Planning			
	Fire Dept.			
	Police Dept.			
	BWP Fiber			
	BWP Electric			
	BWP Water			
	Park & Rec.			
	Traffic			
	Sanitary			
	Street/Storm			

Approved subject to signed Agreement prepared by City Attorney

Disapproved _____

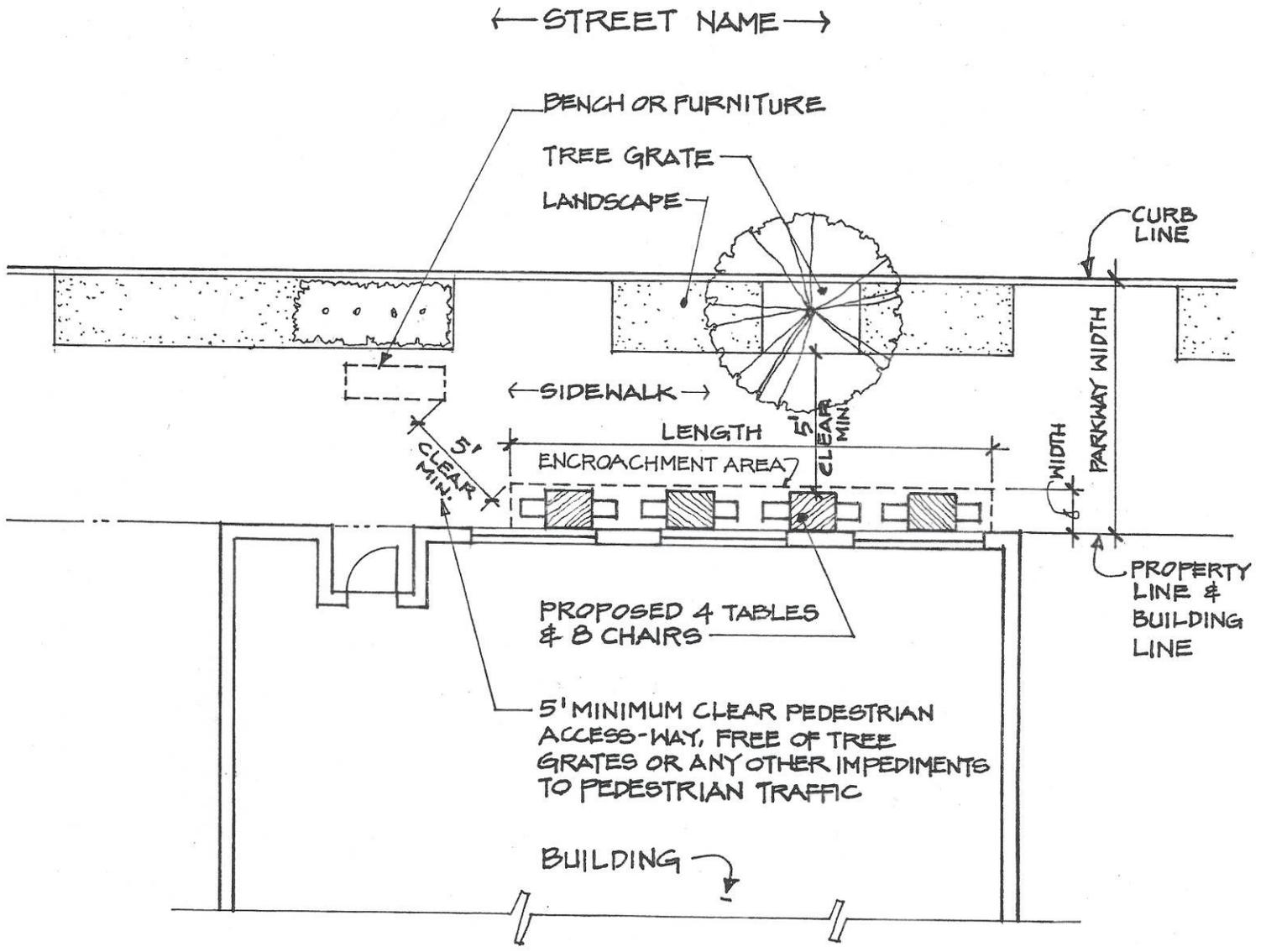
Director, Public Works Dept.

Date



* CONFORMS TO GENERAL BURBANK PARKING STANDARDS.

OUTDOOR DINING
ENCROACHMENT SITE PLAN
 (EXAMPLE)
 NO. 1



NORTH
 ↑
 +
 SCALE: 1" = 10'-0"

OUTDOOR DINING
ENCROACHMENT DETAL PLAN
 (EXAMPLE NO. 2)

Exhibit A

GUIDELINES FOR ENCROACHMENTS ON PUBLIC RIGHT-OF-WAY

1. Property owner(s)/applicant(s) shall assume complete liability and shall provide proof of insurance with the City named as an additional insured with a separate endorsement form as approved by the City Attorney.
2. Encroachment into public right-of-way shall only be allowed where a minimum five foot (5') clear pedestrian access-way, free of tree grates or any other impediments to pedestrian traffic, shall be maintained at all times. Additional pedestrian right-of-way area may be required in high pedestrian traffic areas as determined by the Public Works Director. All sidewalk dining proposals shall be reviewed by the Community Development, Public Works, Police and Fire Departments for each individual request prior to providing sidewalk dining approval.
3. Property owner(s)/applicant(s) shall be responsible for upkeep and maintenance of both the area of encroachment and all furniture/equipment used within said area. All furniture/equipment may only encroach during hours of operation which includes a 24-hour restaurant operation.
4. Plans designating proposed furniture/equipment/landscaping to be used in the area of encroachment shall be reviewed by the Community Development Director or his/her designee for design and construction quality; if approved, such design and construction quality of the furniture/equipment/landscaping shall be maintained throughout the term of the encroachment permit.
5. An encroachment permit fee, certain exhibits (site plan, architectural and/or equipment renderings, etc.) shall accompany and become part of all encroachment agreement applications.

6. The Public Works Director may terminate an encroachment agreement at any time by providing the applicant with 30 days notice of such termination; provided, however, that the Public Works Director may terminate an encroachment agreement immediately, upon providing written notice of such termination to the applicant, in the event the applicant violates a condition of the agreement. An encroachment agreement shall also terminate automatically if the parties to the agreement change.
7. Only furniture/equipment/landscaping not permanently affixed to the ground shall fall under the terms of this Resolution.
8. Interior access to exits shall remain clear and unobstructed pursuant to the Building and Fire codes. Outdoor dining furniture and equipment stored anywhere on the property shall not block required emergency exits.
9. No alcoholic beverages will be possessed or consumed within the encroachment area unless such privilege is specifically authorized pursuant to an encroachment agreement approved by the City Council.
10. Any outdoor speaker located within 150 feet of a residential zone shall not be permitted in conjunction with an encroachment for outdoor dining on a public right-of-way unless an applicant has first obtained a conditional use permit.
11. The outdoor seating area shall be located 50 feet or more from the closest residentially zoned lot.
12. The outdoor seating area shall be within 25 feet of the restaurant.
13. Property owners within a 100 foot radius of the encroachment are to be notified prior to the granting of an encroachment agreement.
14. Staff shall review each proposal to ensure that lighting sources will not negatively impact surrounding properties.

15. The maximum number of chairs that a restaurant may place in the public right-of-way shall be limited as follows:
- If the restaurant building is parked at less than 5 parking spaces per 1,000 sq. ft. then chairs in the public right-of-way are limited to a maximum of eight (8).
 - If the restaurant building is parked at a minimum of 5 parking spaces per 1,000 sq. ft. (but less than 10 parking spaces per 1,000 sq. ft.) then chairs in the public right-of-way are limited to a maximum of sixteen (16).
 - If the restaurant building is parked at a minimum of 10 parking spaces per 1,000 sq. ft. then chairs in the public right-of-way are limited to a maximum of twenty four (24).
 - The Public Works Director, in his/her sole discretion after receiving a recommendation from the Planning Board, may approve an encroachment agreement allowing an applicant to exceed the maximum number of chairs set forth in the above standards.
 - Any restaurant located in the Downtown Burbank Village Parking District is exempt from the above parking standards.

RESOLUTION NO. 24,927

A RESOLUTION OF THE COUNCIL OF THE CITY OF
BURBANK AMENDING THE GUIDELINES FOR
ENCROACHMENTS ON PUBLIC RIGHT-OF-WAY FOR
OUTDOOR RESTAURANT SEATING.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Article 7 of Chapter 26 of the Burbank Municipal Code permits the City to enter into written agreements with owners of real property who wish to encroach on, in, over or under any real property owned by the City with any structure or object of any kind or character, temporary or permanent in nature.

B. Resolution No. 23,523 adopted by the Council on January 28, 1992, permitted restaurateurs in the C-1 Zone to place outdoor seating on the public right-of-way in this area.

C. Resolution No. 24,273 adopted by the Council on July 12, 1994, expanded this Resolution to include the Magnolia Park area and the Media District.

D. Resolution No. 24,643 adopted by the Council on November 21, 1995, authorized the Public Works Director to execute encroachment agreements to permit outdoor restaurant seating on the public right-of-way on a Citywide basis subject to guidelines.

E. The Council desires to amend the adopted guidelines by establishing parking requirements and making certain other changes.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. Encroachments on the public right-of-way for the purpose of permitting outdoor restaurant seating, may be permitted by the Public Works Director subject to the guidelines set forth in Exhibit A attached hereto and incorporated by this reference.

2. The Public Works Director is authorized to execute encroachment agreements in accordance with this resolution and the City Clerk is authorized and directed to attest to the Public Works Director's signature on behalf of the City of Burbank on such encroachment agreements.

3. Any existing encroachment permit agreement authorized by Resolution Nos. 23,523, 24273, and 24,643 shall not be affected by this Resolution. All new encroachment agreements and any amendments or extensions to existing agreements shall comply to the guidelines set forth herein.

PASSED and ADOPTED this 10th day of December, 1996.

s/Bill Wiggins

Bill Wiggins
Mayor of the City of Burbank

Attest:

s/Margaret M. Lauerman

Margaret M. Lauerman, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Margaret M. Lauerman, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 10th day of December, 1996, by the following vote:

AYES: Council Members Golonski, Kramer, McConkey, Spanos and Wiggins.

NOES: Council Members None.

ABSENT: Council Members None.

s/Margaret M. Lauerman
Margaret M. Lauerman, City Clerk



City of Burbank
PUBLIC WORKS DEPARTMENT
150 North Third Street
Burbank, California 91510-6459
Tel: 818 238 3950 Fax: 818 238 3999

Insurance Requirements for Public Works Permits

For purposes of issuing right-of-way Permits (Excavation, Street Use, Transportation Encroachment, Real Estate Open House signs, Special Events, and others) the Public Works Department, City of Burbank requires applicants to furnish the City evidence of public liability insurance, in the form of (A) Certificate of Insurance and (B) Additional Insured Endorsement, prepared by their insurance company/agency, with information as indicated below:

1. Companies Affording Coverage
2. Named Insured
3. Policy Number
4. Effective and Expiration Dates
5. Signature of insurance agent or representative of the company affording coverage
6. The City of Burbank, its officers, and representatives named as Additional Insured
7. Cancellation to read "Should any of the above described policies be cancelled or modified before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder"

(A) – CERTIFICATE OF INSURANCE preferably in the Accord form (see sample) shall contain, among other information, the following:

- a. Minimum coverage limits of:
\$1,000,000 aggregate General Liability (Applicable to all Permits)
or
\$1,000,000 combined Automobile Liability (Transportation Permit only)
- b. The CERTIFICATE HOLDER must be listed as:
City of Burbank
Public Works Department
P.O. Box 6459
Burbank, CA 91510-6459

(B) – ADDITIONAL INSURED ENDORSEMENT naming the City of Burbank as additional insured, in either the Form prepared by the City Attorney or the insurance company Standard Form **CG 20 12** or **CG 20 26**, applicable for the issuance of Permits (see forms samples attached herewith)

Both items **(A)** and **(B)** must be submitted. If either item is lacking or is not in the appropriate form, your liability insurance will not be on file with the City of Burbank, Public Works Department, and the Permit applied for will not be issued.

Public Works Department
ENGINEERING DIVISION

Please Note: Items (A) and (B) are to be sent to Public Works Department by the Applicant's insurance company. Only Applicant's insurance company can add the City of Burbank as Additional Insured.

**ACCEPTABLE FORM
CG 20 12 05 09**

COMMERCIAL LIABILITY
CGL-ENDORSEMENTS

1ST REPRINT
JUNE 1991

POLICY NUMBER: 123456789

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
STATE OR POLITICAL SUBDIVISIONS-PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State of Political Subdivision:

**City of Burbank
Its Officers, Employees
Representatives are included
As Additional Insured(s)**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any state 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 political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage", "personal injury", or "advertising injury" arising out of operations performed for the state or municipality: or
 - b. "Bodily injury", or "property damage" included within the "products-completed operations hazard".

SAMPLE ONLY

Copyright Insurance Services Office, Inc., 1984

V1.H.210

CG 20 12 05 09

POLICY NUMBER: 123456789

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

ADDITIONAL INSUREDS:

CITY OF BURBANK, ITS OFFICERS, EMPLOYEES AND REPRESENTATIVES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE ONLY

**ADDITIONAL INSURED ENDORSEMENT
(PERMITS)**

Insurance Company: _____

This endorsement amends and modifies such insurance as is afforded by the provisions of **Policy No.** _____ relating to the following:

1. The City of Burbank, 150 North Third Street, Burbank, CA 91510, its officers, employees, agents and representatives (collectively the "City") are named as additional insureds ("additional insureds") with regard to liability and defense of suits with respect to operations performed by the insured or on their behalf for which the City has issued a permit. This insurance does not apply to (a) "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the City; or (b) "bodily injury" or "property damage" included within the "products-completed operations hazard."
2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured for which the City has issued a permit, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Burbank, Public Works Department 150 North Third St., Burbank, CA 91510.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective _____, **this endorsement forms a part of**

Policy No. _____

Issued to: _____
Named Insured

COUNTERSIGNED BY: _____

Printed Name: _____ **Title:** _____

Insurance Company Name: _____