



**ENGINEERING ENCROACHMENT AND COMMUNITY DEVELOPMENT  
MINOR USE PERMIT APPLICATION**

**I. PROJECT CONTACT INFORMATION**

**Application Date:** \_\_\_\_\_

**OWNER / APPLICANT INFORMATION**

*Name:* \_\_\_\_\_

*Contact:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*City:* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip* \_\_\_\_\_

*Email:* \_\_\_\_\_

*Phone:* \_\_\_\_\_ *Fax:* \_\_\_\_\_

***Property Owner:*** \_\_\_\_\_

***Property Owner Address:***  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT SITE INFORMATION**

*Address:* \_\_\_\_\_

*APN:* \_\_\_\_\_

*Description of Proposed Changes:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**This permit shall expire when the San Luis Obispo County Public Health Department enters into a stage of the State's COVID-19 Reopening Plan, or takes other action, that allows in-restaurant dining without physical distancing requirements that cause the need to remove tables and chairs from the existing restaurant.**

Sketch of proposed new seating.



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## II. COMPLETE THIS SECTION FOR TEMPORARY USE PERMITS

<b>1. Indicate the proposed hours of operation (DAYS AND TIMES):</b>			
<b>2. Do you plan on removing parking spaces for patron seating:</b>			
Total Removed:	Proposed Replaced:	Are any of these ADA spaces:	
<b>3. Indicate the number of patrons, clients, customers, etc. anticipated:</b>			
Current average per day:		Current during peak Hours:	
Proposed average per day:		Proposed during peak Hours:	
<b>4. Number of off street parking spaces to be provided: (if applicable show breakdown as to use)</b>			
Total:	Garage (enclosed):	Covered:	Open:
<b>5. Describe any night-time lighting that will be provided, including the type of lighting to be installed:</b>			

## III. COMPLETE THIS SECTION FOR ADDITIONAL USES FOR THE PROPOSED AREA

Is anything other than tables and chairs proposed for the area? Describe below:



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In the box below, please sketch a parking and traffic flow plan for your proposed traffic encroachment (if applicable). Be sure to include adjacent streets, as well as any curb markings or street signs that will affect, or be affected by the closure.

**Property Owner/Applicant hereby agrees to comply with the Standard Conditions attached to this application, any special provisions which may be attached to this application and all Agency Ordinances, Resolutions, Standards and Specifications currently in force. Execution below shall confirm that Property Owner/Applicant has received and reviewed the Standard Conditions, understands the same and agrees to be bound thereby.**

**In addition, Property Owner hereby authorizes the above described work to be completed.**

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature (if different): \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Applicants, Type or Handwrite Name: \_\_\_\_\_

**PERMISSION IS HEREBY GIVEN TO COMPLETE THE PROPOSED DESCRIBED ABOVE:**

By: \_\_\_\_\_

Date Granted: \_\_\_\_\_

**ENGINEERING ENCROACHMENT AND COMMUNITY DEVELOPMENT  
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- A. Permit: A written warrant or license granted by one having authority.
- B. Permittee: The person or party consenting to the provisions of the permit.
- C. City Engineer: The person who oversees the planning and design of a city's current and future needs.
- D. Indemnify: To make compensation to for incurred hurt, loss, or damage.
- E. Agency: The City of Arroyo Grande
- F. CDD: Community Development Director

**II. STANDARD CONDITIONS**

- A. Permittee must ensure that if encroachment impacts existing sidewalks, a minimum of four feet of sidewalk must remain clear.
- B. Permittee must comply with all otherwise applicable City, state, and federal laws, regulations, permits, and licenses.
- C. A Copy of this Permit shall be kept at the site of the work throughout the period of operations within the jurisdictional limits of the Agency and any right-of-way therein and shall be shown to any Agency employee, agent or duly authorized representative or any law enforcement officer upon demand.
- D. This Permit is valid only for the purpose specified herein. No change to the scope of work as identified in the application and/or drawings submitted therewith is permitted except upon written permission of the City Engineer, CDD, or his/her duly authorized representative.
- E. All work shall be performed in accordance with the provisions of this Permit and with all applicable laws, rules and regulations of the Agency to the satisfaction of the City Engineer or CDD. Activities and uses authorized under this Permit are subject to any instruction of the City Engineer, CDD, or his/her designated representative, including but not limited to the Public Works Inspector. All instructions must be strictly observed.
- F. Any damage caused to Agency structures by reason of exercise of this Permit shall be repaired by Permittee at his/her/its sole expense to the satisfaction of the Agency. Upon notice of damage to Agency structures arising from the exercise of this Permit, should Permittee fail to promptly make repairs, the Agency may make any and all repairs or have repairs made and Permittee will be billed and shall reimburse Agency for all costs incurred.
- G. Unless otherwise specified herein, this Permit may be revoked or canceled at any time by the City Engineer, CDD, or his/her duly authorized representative.
- H. Upon written notice of cancellation or revocation of this Permit for any cause whatsoever, Permittee shall promptly restore Agency right-of-way and structures to their condition prior to the

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issuance of the Permit and then shall vacate Agency property. Should Permittee fail to promptly restore the premises or structures to a condition satisfactory to the City Engineer, CDD, or his/her duly authorized representative, the Agency may make any and all repairs or have repairs made and Permittee will be billed and shall reimburse Agency for all costs incurred.

- I. Unless otherwise specifically provided, all costs incurred by Permittee as a result of the conditions of the Permit or the exercise by Agency of any right, authority, or reservation contained therein shall be the sole responsibility of and shall be borne entirely by the Permittee.
- J. Issuance of this Permit shall not be construed as an obligation on the part of the Agency to assume responsibility for any damages incurred to the Permittee's improvements and/or for any injury to person or property arising out of the permitted work.
- K. This permit is non-transferable.
- L. The City Engineer or CDD may cancel the permit if the work authorized herein is not commenced within sixty (60) days of issuance and thereafter, in the opinion of the City Engineer or CDD, is not diligently prosecuted to completion. Cancellation may be effected by giving written notice thereof by sending the same to the applicant by ordinary mail to the address shown on the application.
- M. The Permittee shall notify the City Engineer or CDD when all work is completed.
- N. The Permittee shall provide proof of comprehensive liability insurance, both bodily injury and property damage insurance, in a form and in an amount acceptable to the City Engineer or CDD. The City Engineer or CDD may require the Agency to be named as an additional insured and/or may require an additional insured endorsement in favor of the Agency. The City Engineer or CDD may waive the additional insured requirements if he/she determines that the proposed encroachment will not constitute any significant possibility of Agency liability. However, the act of waiving this requirement shall not be construed as a waiver of any other right the Agency may have relating to this Permit and/or the work permitted.

**III. INDEMNITY AGREEMENT**

As an express and material term of Agency's issuance of this Permit, Permittee agrees to indemnify and hold harmless the Agency, its officers, employees and agents from any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment. Permittee further agrees to indemnify and hold harmless the Agency, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of Permittee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit. It is the intent of this condition that Permittee shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Permit and that the Agency, its officers, employees and agents shall not be liable for any negligence, whether active or passive in nature, nonfeasance, misfeasance, or malfeasance related to or arising from this Permit, including but not limited to approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing, or



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inspecting any work or construction arising from this Permit.

#### IV. DUTY TO DEFEND

- A. As an express and material term of Agency's issuance of this Permit, Permittee agrees to defend, at its sole expense, the Agency, its officers, employees and agents from and against any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment. Permittee's duty to defend shall apply to the Agency, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of the Agency, its officers, employees and/or agents and the acts or omissions of Permittee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit.
- B. In the event of any controversy, claim or dispute arising out of or relating to this Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.
- C. The City Engineer or CDD may, either at the time of the issuance of this permit or at any time thereafter until the completion of the work, prescribe such additional conditions as he/she may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.