



PALM DESERT

CALIFORNIA



OUTDOOR DINING DECK DESIGN GUIDELINES

Amended November 16, 2023
July 29, 2021

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1.0 BACKGROUND

In response to COVID-19, the State of California, similar to many other States throughout the country, implemented various procedures to mitigate the effects of the pandemic. Some of these procedures included restriction or closure of indoor activities, limited capacity in closed buildings, and the introduction of more outdoor dining. Many cities were faced with varying challenges, including the need to dedicate public space for the use of outdoor activities.

The City of Palm Desert has taken an approach that allows outdoor dining through their “Outdoor Dining Deck” program. These extensions of the walkway allow for enhancement of the pedestrian environment, which can help make the street feel safer and more comfortable for people shopping, running errands, and accessing services in the City.

Typically, a Dining Deck is a built platform that extends out from the sidewalk to the width of the adjacent parking space. These decks can be used for an expanded dining area or an area to re-route pedestrian travel around expanded outdoor dining on the public sidewalk. These guidelines are intended to be a “living document” due to the rapid development of this program. The City of Palm Desert is focused on safety, accessibility, and drainage in the design of these decks. As new regulations and developments occur, these guidelines will undergo periodic revisions.

2.0 APPROVAL AND REVIEW STANDARDS

All dining decks must submit a Temporary Use Permit (TUP) Application annually for review and approval with the City’s Development Services Department. All submittals are to be prepared under the direction of and stamped by a licensed Architect or Civil Engineer. Applicants shall submit drawings, construction methods, site plans, and identify materials used in their dining deck design. Once received, City staff will review the TUP application and submit materials for compliance with the Dining Deck Guidelines. A revocable licenses agreement must also be completed upon approval of the TUP.

Applicants will also need to provide the appropriate insurance coverage as required by the TUP. Insurance requirements are listed on the next page.

2.1 INSURANCE REQUIREMENTS

Certificate of Liability Insurance Reference

- Verify the Named Insured matches the contract.
- Always check the AM Best rating for the insurance companies listed. The insurer number must be shown in the left column by the coverage description.
- General liability coverage box should be checked “occurrence.” The blank lines underneath must show any deductible or retention.
- Boxes should either be checked or have a “Y” and an endorsement must be attached.
- Boxes should either be checked or have a “Y” and an endorsement must be attached.
- Verify the policy period shown covers the contract term. If not, have it reissued OR if the contract lasts beyond the expiration date, set up a reminder for a new certificate at renewal.
- Limits should be at least \$2M per occurrence, \$4M general aggregate and \$4M products-completed operations aggregate.
- All endorsements must be attached to the certificate.
- Public agency information shall match the contract.


Endorsements:

Additional Insured: Confirm the endorsement shows the Agency and all other persons required to be shown as insureds OR the endorsement says, “any person or organization as required by written contract.”

Primary, Non-Contributory: Same as the additional insured endorsement.

Waiver of Subrogation: Same as the additional insured endorsement.

Updated certificates of insurance must be submitted to the Planning Department on or before expiration.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) [REDACTED]			
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).							
PRODUCER [REDACTED]		CONTACT NAME: [REDACTED] PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): [REDACTED] E-MAIL: [REDACTED] ADDRESS: [REDACTED]					
INSURED [REDACTED]		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A: [REDACTED]		[REDACTED]			
		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 INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	[REDACTED]	[REDACTED]	[REDACTED]	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> A				PER STATUTE <input type="checkbox"/> DTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 111, Additional Remarks Schedule, may be attached if more space is required)							
[REDACTED]							
CERTIFICATE HOLDER City of Palm Desert 72510 Fred Waring Dr Palm Desert CA 92260				CANCELLATION 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 [REDACTED]			

POLICY NUMBER: [REDACTED]

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

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 Additional Insured Person(s) Or Organization(s): <p style="text-align: center;">the City of Palm Desert and its officers, officials, employees, agents, and volunteers as additional Insured</p>
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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. 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.
- 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.

POLICY NUMBER: [REDACTED]

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Sample



3.0 ADMINISTRATION AND COMPLIANCE

Beyond the licensing process, the extension of the program also entails a roll out of increased compliance standards. Staff will track and monitor dining decks more closely and implement quarterly dining deck inspections. Inspections will ensure that dining decks continue to be maintained at the highest safety standard. Staff will work with dining deck operators to bring any deficiencies to code within a reasonable amount of time. If the operator does not comply within the documented time, removal of the dining deck will be requested.

Any dining deck working to bring deficiencies up to standard will be inoperable until all deficiencies have been resolved and final approval from the City has been given.

Any alterations or modifications must be submitted to the City's Planning Department, prior to work commencing.

3.1 DINING DECK QUARTERLY CHECKLIST



Outdoor Dining Deck Checklist

This checklist provides guidance on what the Development Service Department will be assessing on their quarterly inspections and will be updated as needed.

Selecting "Yes" confirms that the Outdoor Dining Deck meets the requirements and standards outlined in the Outdoor Dining Deck Guidelines. A selection of "N/A" below means that this requirement is not applicable.

A. Prior to Inspection

- | | Yes | N/A | |
|----|--------------------------|--------------------------|---|
| 1. | <input type="checkbox"/> | <input type="checkbox"/> | The restaurant has a current certificate of insurance on file with the Planning Department. |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | The restaurant maintains a current business license with the City. |

B. Onsite Inspection

- | | Yes | N/A | |
|-----|--------------------------|--------------------------|---|
| 1. | <input type="checkbox"/> | <input type="checkbox"/> | Dining Deck Operator has a copy of the approved dining deck plan onsite. |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | Dining Deck is free of debris. |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | Outdoor dining furniture or other equipment is not being stored on the deck, not being used at storage. |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | There are no missing reflectors along the outside of the dining deck. |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | Parking stops are installed and bolted down. |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | Landscaping elements are well maintained and kept free of litter and debris. |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | There is no advertising placed on or along the dining deck. |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | The Dining Deck is not bolted to the existing pavement or concrete improvements. |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | The Dining Deck does not have overhead electrical wiring neither and nor electrical wiring across the sidewalk. (If this is an exception, mark N/A) |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | The platform has a gap no larger than ½" between the sidewalk and proposed deck. |
| 11. | <input type="checkbox"/> | <input type="checkbox"/> | The Dining Deck is located at minimum 20 feet away from the nearest intersection or street corner. (If this is an exception, mark N/A) |
| 12. | <input type="checkbox"/> | <input type="checkbox"/> | The Dining Deck is located at minimum 10 feet away from a driveway. (If this is an exception, mark N/A) |
| 13. | <input type="checkbox"/> | <input type="checkbox"/> | The Dining Deck is located outside an existing or proposed bicycle lane or bicycle facility. |

- 14. The Dining Deck has a minimum setback of 2 feet between its outer edge and the adjacent street travel lanes.
- 15. The Dining Deck has a minimum setback of 4 feet from adjacent parking spaces.
- 16. The Dining Deck has a minimum clearance of 4 feet from the base of the existing light poles.
- 17. The Dining Deck has a minimum clearance of 4 feet from all storm drain inlets, cleanouts, utility access panels, maintenance hole covers, handholes, transformers, water meters or water valves.
- 18. The Dining Deck shall not impede the flow of curbside drainage. The applicant shall ensure that the drainage area between the curb and the platform remains clear of debris and that proper drainage always occurs.
- 19. A 6-inch by 6-inch minimum clear gutter space shall be provided along the entire length of the Dining Deck adjacent to the curb.
- 20. A 36 to 42-inch-high railing shall be placed at the edge of the Dining Deck to serve as a barrier from vehicular traffic.
- 21. The Dining Deck structure is stable, with no loose screws, platform planks or railing issues.
- 22. The Dining Deck meets the approved plans.

Dining Deck deficiencies (write the # of any items not in compliance): _____

Deficiencies must be corrected by: _____

City of Palm Desert

Dining Deck Operator/Representative

Inspector Signature

Inspector Signature

Date

Date

Next Inspection scheduled for: _____

4.0 SAFETY CRITERIA

Many factors go into selecting whether or not a business can implement a Dining Deck; however, these factors are routed in the general public's welfare and safety while maintaining the ability for safe and efficient motoring. In addition, accessibility and drainage are two other key considerations. As time progresses, the City of Palm Desert maintains a progressive approach as to how to implement this program. This section documents what businesses can take advantage of the Dining Deck program. The City intends to allow this to continue beyond the COVID-19 restrictions and going forward into the future. Many aspects must be reviewed, as there are many departments of the City that must be involved.

Planning/Engineering

The Planning/Engineering Division implements the policies and objectives of the community that are set forth in the City of Palm Desert's General Plan, Zoning Ordinance, and Specific Plans. The Planning/Engineering Division also reviews new development proposals to ensure that the City's design and development standards, and goals and policies are executed in the development of the City.

Building and Safety

The Building and Safety Division is dedicated to providing the highest level of code compliance, inspection services, and plan review to every architect, engineer, developer, contractor, business, and property owner that resides or works within our community. The Division strives to demonstrate fairness, equality, and the highest standard of professional ethics in providing our services while enforcing state construction laws and local ordinances that protect our citizens. The City of Palm Desert adopted its first building code in 1973.

Public Works

The Public Works Department is responsible for the planning, design, construction, operation, and maintenance of the City's infrastructure including streets, sidewalks, storm drains, traffic signals, and landscaping. The department also oversees graffiti removal, engineering review of land development plans, and implementation of City-funded improvement projects.

Each of the above-listed departments has a vested interest in the development of the Dining Decks. Each business must submit a Temporary Use Permit application should they wish to participate in the program, and a copy of the permit has been attached in the appendices of this document. In addition, the application can be obtained from the City of Palm Desert's website.

4.1 STREET DESIGN CRITERIA – WHERE ARE DINING DECKS ALLOWED

In order to maintain safety for both the pedestrian as well as the motoring public, the City of Palm Desert has determined certain criteria in which they will allow dining decks. Below is a summary of the minimum requirements.

Table 1: Dining Deck Selection Criteria

	Allowed	Will need to be reviewed on a case-by-case basis	Prohibited
25 mph Roadway	X		
30 mph (and over) Roadway			X
Red Zones		X	
Red Zones by Fire Hydrants			X
Yellow Zones		X	
White Zones		X	
Green Zones		X	
Travel Lanes		X	
Within 40' of a Corner (Measured from BCR/ECR)		X	
At an Intersection (i.e. Tee Intersection)			X
Parking Lane of 8' or more	X		
Parking Lane under 8'		X	X
Angled Parking Stalls	X		
Bike Lane/Bike Facility			X

4.2 Barrier Design

The City of Palm Desert is committed to the safety of its pedestrians and motoring traffic, and for this reason, Dining Decks shall be protected using standard K-Rail available from construction supply businesses. These barriers can be composed of concrete or durable plastic materials intended to be filled with water to provide a solid barrier between the vehicular traffic and the dining decks. The only exception is no concrete barricade or K-Rail should be installed facing the travel direction. K-Rail are sometimes referred to as Jersey Barriers. At a minimum, barriers must be 36-42 inches high; not easily moved, altered, or stolen; stable and sturdy enough not to fall over or be pushed over (must withstand 250lbs of force).

Concrete K-rail



Plastic K-rail filled with water.



4.2.1 PARALLEL PARKING AREA PROTECTION

In order to eliminate a blunt edge, the City of Palm Desert is recommending that an approximate 10-foot-long transition be created using K-Rail on the approach side of the dining deck. Parallel to the travel lanes, between the deck and the travel lane, a solid K-Rail barrier shall be provided. On the departure side of the deck, a single K-Rail shall be placed in order to prevent cars from backing up during a parking maneuver from colliding with the deck. As an additional safeguard, a parking wheel stop shall be provided, 4 feet from the last K-rail to further protect the dining deck from someone backing up into a parking stall. It is also an option to provide this on the approach side of the dining deck. All parking wheel stops should be bolted into the street. The City shall work with the applicant to obtain appropriate payments for future improvements once the dining deck is removed.

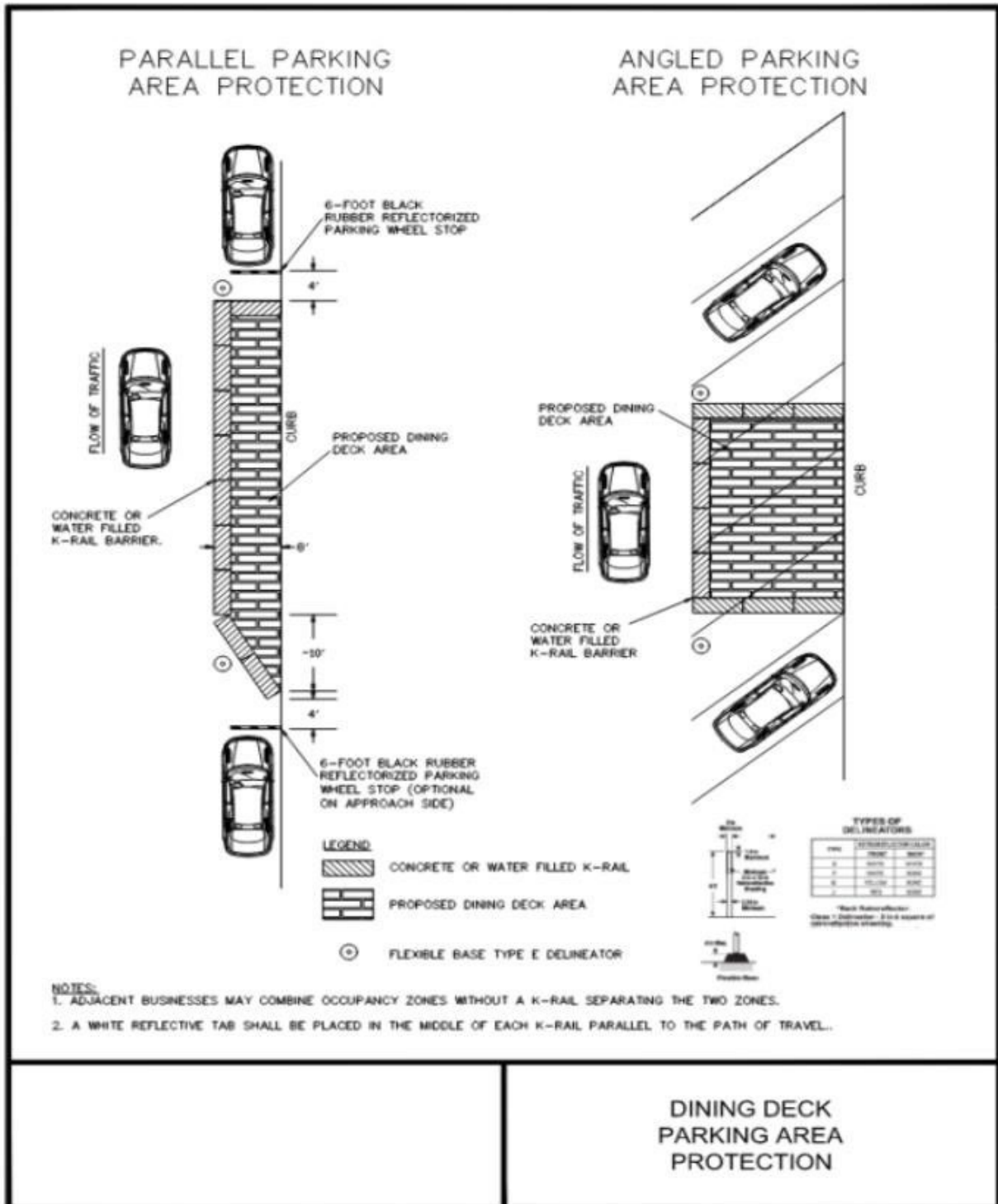
Parking wheel stop



4.2.2 ANGLED PARKING AREA PROTECTION

Similar to the parallel parking area Dining Deck, the use of K-Rail shall be implemented to protect Dining Decks placed in angled parking stalls. Since these areas tend to have a greater depth, the decks should be placed at the end of the stall and outside of the traveled way. A conceptual layout has been provided in Figure 1.

Figure 1: Dining Deck Parking Area Protection



4.2.3 DINING DECK SIGNAGE/MARKINGS

Dining decks should include a Type E Flexible Base Delineator on the upstream and downstream side of the k-rail. In addition, a single white reflective tab shall be placed in the middle of each k-rail parallel to the path of travel. The tab shall be installed such that vehicles approaching can see the tab.

Type E Flexible Base Delineator



Single White Reflective Tab



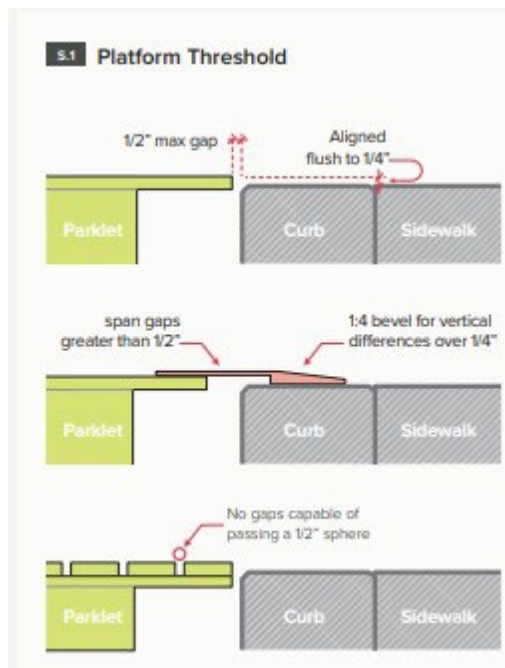
4.3 PLATFORM THRESHOLD DESIGN

The Dining Deck platform serves as the foundation for the outdoor space and, as such, must be designed of durable materials that can withstand inclement weather and handle the wear and tear of the elements and regular pedestrian traffic.

The platform deck shall be designed in accordance with appropriate ADA and California Building Code Chapter 11B. As such, the City of Palm Desert recommends that the platform shall be level with the existing sidewalk (or within 1/4") and a gap no larger than 1/2" exists between the curb face and the proposed deck. Any vertical difference over 1/4" shall be beveled with a 1:4 (25%) slope.

Platforms shall not be bolted to the existing pavement or concrete improvements. If bolting is proposed, the City shall work with the applicant to obtain appropriate payments for future improvement replacement.

Please refer to the Safety Guidelines for more detailed information about thresholds. If the deck is above the height of the curb, a code-compliant handicap-accessible ramp must be provided. All exposed deck edges are to be clad in a 2x wood material with a metal angle on the edge (see Diagram 3 below) or be totally clad in metal and finished with a paint color that meets with City staff approval.



4.4 DRAINAGE DESIGN

In general, most Dining Decks are constructed against an existing curb and gutter, and such local drainage should be taken into account. Impeding of the flow of surface water could cause ponding and potential flooding of the deck creating a hazard for pedestrians and the motoring public. As such, a 6" x 6" minimum clear gutter space must be provided along the entire length of the Dining Deck adjacent to the curb. Openings at either end may be covered with screens to prevent debris buildup underneath the deck and in the gutter.



4.5 ACCESSIBILITY

Dining decks shall be designed in accordance with current Americans with Disabilities Act and Chapter 11B of the California Building Code. This means that no sidewalk shall be interrupted at any time and a 5ft. clear travel path shall be maintained at all times.

SAMPLE DINING DECK



SAMPLE DINING DECKS



[\(https://www.giffelswebster.com/dining-platforms-and-parklets-in-parking-spaces/\)](https://www.giffelswebster.com/dining-platforms-and-parklets-in-parking-spaces/)

4.6 **MAINTENANCE AND STORAGE**

- Business owners and outdoor dining deck operators shall keep the outdoor dining space clean and free of debris. Outdoor dining furniture, restaurant equipment, or appliances are not permitted to be stored in the outdoor dining space or in the public right-of-way.
- The outdoor dining area shall be kept in a good state of repair and maintained in a clean, safe, and sanitary condition at all times. Regular cleanup of trash and debris shall be the responsibility of the business owner.
- Advertising is not permitted. This includes Logos, advertising, and other branding is prohibited.
- The outdoor dining area shall maintain designated ingress and egress points and shall always keep them clear and accessible.
- All landscaping and potted trees shall be well-maintained and kept free of litter and debris.
- The City's Planning Department must be contacted regarding any minor/maintenance issues that arise. Outdoor dining deck operators will have 48 hours to draft a plan and timeline that addresses all issues.
- If the City determines that a dining deck is a safety hazard to either drivers or diners, the dining deck must be removed or repaired immediately. Any dining deck not repaired within 24 hours will be removed by the City and all charges associated with the removal will be the responsibility of the business owner.

5.0 AESTHETIC AND CONSTRUCTION GUIDELINES

The intent of the aesthetic and construction guidelines for outdoor dining decks is to establish design and construction methods that will result in decks that are both safe and aesthetically pleasing for the public.

The aesthetic and construction guidelines outline a minimum standard and are not intended to stifle creativity. All submittals will be reviewed on a case-by-case basis and will be deemed acceptable (or not acceptable) based on architectural merit, safety, and compliance with these design guidelines.

Dining decks are meant to provide additional outdoor seating options for patrons and add another layer of interest to the street scene.

5.1 DECK CONSTRUCTION STANDARDS

Decks may use one of the following construction methods:

OPTION 1:

A 2x4, 2x6, or 2x8 pressure treated wood covered with a 5/8" minimum marine grade plywood subfloor. The plywood is to be screwed, not nailed, into the 2x members. The finish may be a non-slip tile or an outdoor carpet. An adequate street drainage system needs to be provided adjacent to the curb. This could be either an open space or metal tube below the deck, or wood framing adjacent to the curb could be raised off the street high enough to allow for stormwater to pass underneath it. See Diagram 1 below.

Diagram 1

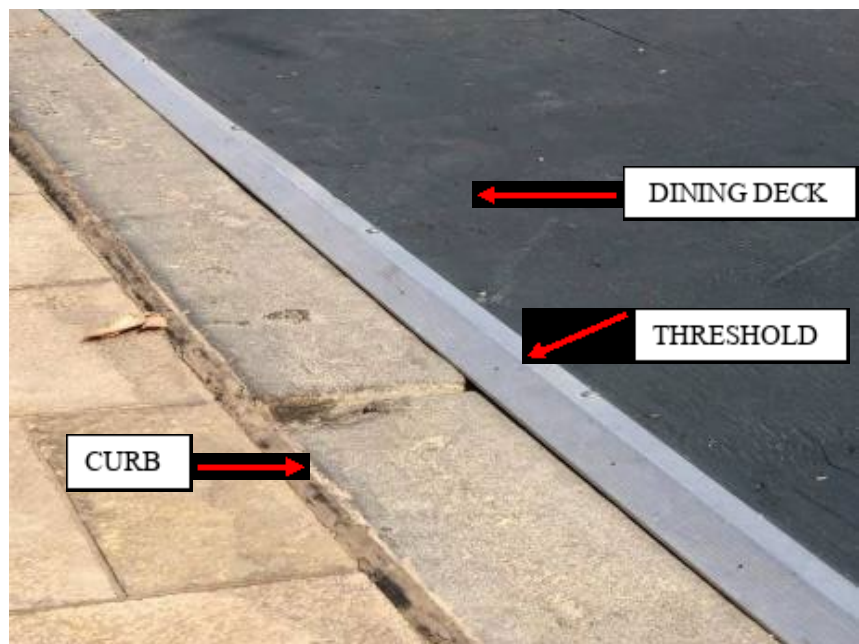


Ideally, the top of the deck would be at the same elevation as the top of the curb for an easy transition. This is preferred and encouraged. If the deck is at the same elevation as the curb, provide a suitable metal threshold. See Diagram 2 below.

Diagram 2



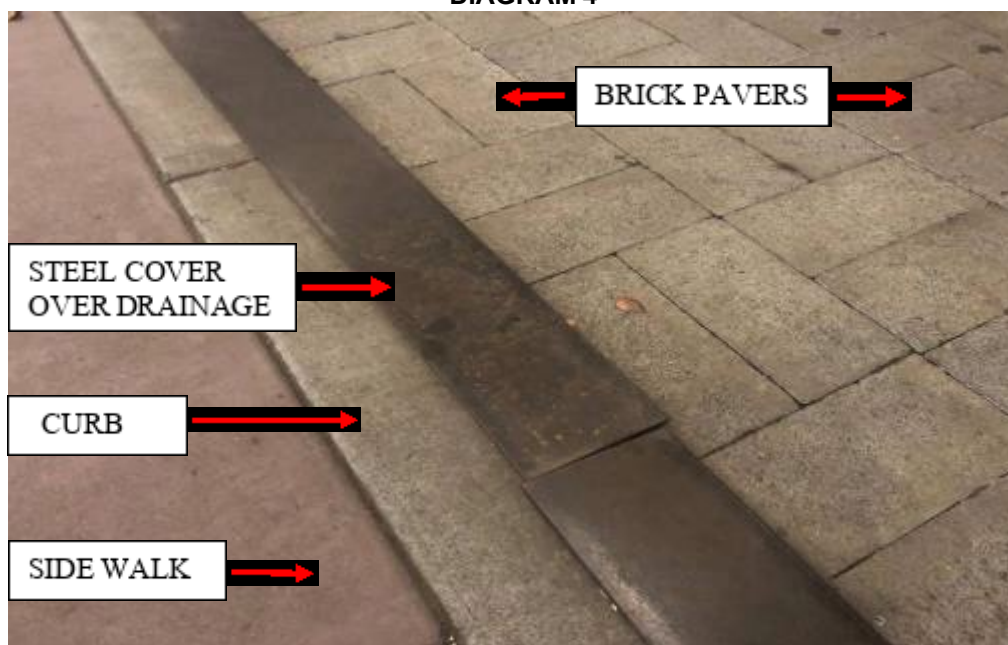
DIAGRAM 3



OPTION 2:

Brick pavers over a sand sub-base, over gravel, over two layers of 3 mil vis queen. The top of the brick pavers are to be flush with the top of the curb. The edges of the deck, other than on the curb side, are to be finished with a steel angle or plate. Corners of the steel edging may be connected with steel angles (on the inside) and bolts. The vis queen should extend up the inside vertical face of the edges, except on the curb side. Street drainage is to be provided with a plate steel tube adjacent to the curb. The top of the tube is to be flushed with the top of the pavers and the top of the curb. This can also be designed so that the top piece is removable plate steel that drops into place. See Diagram 4 below.

DIAGRAM 4



4.0 AESTHETIC STANDARDS

4.0.1 VERTICAL ELEMENTS

As outlined in the Safety Criteria, K-rail or water-filled barricades shall provide the base for the vertical elements. These barriers shall be covered with acceptable materials so that they are not visible.

Acceptable cover materials include, but are not limited to metal, ceramic tile, stone, cementitious products, etc. Some of these materials may be applied over a boxed out sub-frame that fits over the K-rail, or water-filled barriers (see Diagram 5 below). Unlike Diagram 5 however, it is preferred that the entire barrier is covered with the finish material. The acceptability of any material is subject to review. This is because different materials have various levels of quality and attractiveness. They also can be applied in a variety of ways, some of which may be more attractive than others.

The following vertical barrier materials would generally not be deemed acceptable: Vinyl pickets or lattice work, painted wood pickets, plastic sheets, fabrics.

DIAGRAM 5



Other possible vertical barrier options are 3-dimensional plate steel forms that could be exposed or clad with an acceptable finish material. These forms could be filled with soil and plant material with an appropriate drainage system to serve as a weighted barrier. Another option for these plate steel forms would be to fill them with gravel to a certain level and then top them off with tightly spaced plants in pots or plastic containers. The containers would need to be hidden below the top edge of the form so that only the plant material is visible. See Diagrams 6 & 7 below.

DIAGRAM 6



DIAGRAM 7



Other “heavy” elements could be considered on a case-by-case basis, such as concrete forms (see Diagram 8 below) or large pots filled with soil.

DIAGRAM 8



Small openings between solid barriers may be permitted. These openings would need to be separated from the street with horizontal cable rail, steel dowels, or some other material that is deemed aesthetically attractive and acceptable by Staff. This material cannot have any space large enough to allow a 4” sphere to pass through (see Diagram 9). Material selection and methods of application will be reviewed by Planning Staff.

DIAGRAM 9



4.0.2 PLANT MATERIAL

Plant material is highly encouraged and recommended. Plant material must be natural and would be subject to approval by City Staff.

4.0.3 DECK MATERIALS

Brick pavers and framed plywood decks covered with non-slip tile or outdoor carpeting are acceptable.

Note, tiles and outdoor carpeting are acceptable as a material; however, it will be reviewed on an individual basis for aesthetic acceptability. Artificial turf is not acceptable.

4.0.4 OVERHEAD COVERS

Extremely long, continuous covers are discouraged. Covers should be broken up to provide a more “playful” composition and aesthetic quality.

Overhead Covers may consist of the following:

1. Portable umbrellas of a style and color that is deemed to be acceptable by City Staff. See Diagram 10 below.

DIAGRAM 10



2. Engineered umbrellas that require a fixed engineered base. See Diagram 11 below.

DIAGRAM 11



3. Engineered canvas covers that are connected to the building or to trees. Connection methods need to be engineered and clearly illustrated to determine aesthetic acceptability. See Diagram 12 below.

DIAGRAM 12



4. Pre-engineered canvas covers with metal poles of a style and color that is deemed to be acceptable by City Staff. See Diagram 13 below.

Metal poles would need to be secured by bolting into the deck base or providing aesthetically acceptable concrete piers. Sandbags are not acceptable.

DIAGRAM 13



4.0.5 LIGHTING

Lighting may consist of the following:

1. Overhead electrical wiring is not permitted, nor is any electrical wiring across the sidewalk. Market style LED lighting which may be strung from nearby trees and/or connected to poles and/or connected to pre-engineered canvas covers. See Diagram 13 below.

DIAGRAM 13



2. Lantern style lighting. See Diagram 14 below.
3. Artificial battery-operated candles. See Diagram 14 below.

DIAGRAM 14



Lighting should be 3000 to 2700 Kelvin or warmer.

Lighting brightness would be at the discretion of the Planning Staff, but generally, light sources should not cause an unpleasant glare and especially not to someone that is not in the deck area.

5.0 TEMPORARY USE PERMIT (TUP)

City of Palm Desert
Temporary Use Permit
Outdoor Business Expansion Application



CITY OF PALM DESERT
DEPARTMENT OF DEVELOPMENT SERVICES
 73510 Fred Waring Drive, Palm Desert, California 92260
 Phone (760) 776-6479 • Fax (760) 776-6417 • planning@palmdesert.gov

PLANNING APPLICATION – TEMPORARY USE PERMIT FOR OUTDOOR DINING DECKS

Submit this completed Temporary Use Permit for Outdoor Dining Decks Planning Application Form, along with a signed Applicant-Property Owner Signature Form, and an applicable Supplemental Requirements Handout. Applicants shall review the Outdoor Dining Deck Design Guidelines, found on the City’s website [here](#).

A. APPLICATION INFORMATION

Business Name: _____

Business Address/Location: _____

Assessor’s Parcel Number: _____

Project Description:

B. APPLICANT CONTACT INFORMATION

Name: _____ **Phone:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____ **Email:** _____

C. PROPERTY OWNER INFORMATION

Name: _____ **Phone:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____ **Email:** _____

Please Send Correspondence to (Check One): Applicant Property owner

D. OWNER CERTIFICATION / AUTHORIZED AGENT

I certify that under the penalty of the laws of the State of California that I am the property owner of the property that is the subject matter of this application, and I am authorizing and hereby do consent to the filing of this application and acknowledge that the final approval by the City of Palm Desert, if any, may result in restrictions, limitations, and construction obligations being imposed on this real property.

Owner/Authorized Agent Signature*: _____ **Date:** _____

Print Name: _____

Check this box if there are additional persons or entities who have an ownership interest in the subject property or properties that comprise this Application and complete additional property owner sheets.

**An authorized agent for the owner must attach a notarized letter of authorization from the legal property owner. Any off-site work identified on the plans must be accompanied by a statement of authorization with a notarized signature of the subject property owner.*

E. APPLICANT CERTIFICATION

I certify that I have read this application packet in its entirety and understand the City’s submittal and review process and the requirements for this application. I further certify that each application item submitted as part of this application is consistent with the minimum required contents for that item as described in the submittal checklist. I understand and agree , if during the processing of the application, it is determined the information does not strictly meet such standards or contains errors or omissions, clarification and/or supplemental information may be required and the preparation of such information may be considered, in the Development Services Director’s or his/her designee’s judgment, an unreasonable delay and will result in a suspension of processing time limits as may apply pursuant to California Government Code Section 65943, California Code of Regulations, Title 14, Section 15109, or other applicable law.

Applicant’s Signature: _____ **Date:** _____

Print Name: _____

The following instructions are intended to provide the necessary information and procedures to facilitate the processing of a Temporary Use Permit for a Temporary Outdoor Dining Deck Application. Cooperation with these instructions will ensure that the application can be processed in the most expeditious manner possible.

SECTION I – APPLICATION SUBMITTAL REQUIREMENTS

APPLICATION SUBMITTAL REQUIREMENTS - FIRST SUBMITTAL (COMPLETED BY APPLICANT AND VERIFIED BY STAFF AT INTAKE)					
Submitted	Complete	Each item listed below is required for submittal unless a waiver is granted by City Planning Staff. Any waiver must be confirmed by initialing the form by the staff person granting the waiver. Refer to Section B for the minimum required information on each item.	Number of physical copies	Electronic Submittal	Waiver granted (Staff Initials)
APPLICATION INFORMATION					
		Planning Application Form	0	1	
		Site Photographs	0	1	
PLAN SET					
		Index Sheet	0	1	
		Site Plan	0	1	
		Construction Plan	0	1	
		Exterior Lighting Plan	0	1	
		Color and Materials Board	1	1	
		Furniture Schedule	0	1	
SUPPLEMENTAL REQUIREMENTS					
		Operations Plan	0	1	
		Revocable License Agreement	1	1	
		Insurance	1	1	
FEES					
		Application Fees Paid*			

*Payable to City of Palm Desert once minimum submittal requirements are met.

Submittal waivers may be obtained through staff consultation. No applications will be accepted by mail.

The preparation of the Application shall conform with all of the requirements outlined in the “Outdoor Dining Deck Design Guidelines” found on the City of Palm Desert’s website: [Outdoor Dining Deck Design Guidelines](#)

SECTION II – SUBMITTAL ITEMS CHECKLIST

REQUIRED AT TIME OF APPLICATION SUBMITTAL

1. APPLICATION

The Planning Application form must be completed including the project description, requested information, and ownership signatures.

2. SITE PHOTOGRAPHS

The submittal shall include high-resolution photographs taken a minimum of 30 days prior to the application submittal, showing the existing site condition, panoramic views, and site-specific characteristics and/or unique features.

3. Plan Set

A complete Plan Set shall be submitted to the Planning Division. All digital submittals shall be submitted through the City's planning permit portal in pdf format. Information on where and how to submit can be found here: [Planning Permit Portal](#)

Physical submittals shall be submitted upon request. Full size plans, when required, shall be neatly folded so that the size does not exceed 9" by 12" and shall have the title block facing outwards. Plans which do not adhere to these requirements shall be rejected.

Required Order of Plan Set Contents:

1. Index Sheet
2. Site Plan
3. Construction Plan
4. Exterior Lighting Plan
5. Color and Materials Board
6. Furniture Schedule

Additional items may be required upon request from City of Palm Desert staff to better assess conformance with all standards. These items include, but are not limited to: Line of sight diagrams, finish details, material specifications, screening information, etc. These additional items will be requested during the project's completeness review.

Each exhibit shall be prepared to include the following information at minimum:

1. Index Sheet – This exhibit summarizes the project information and shall include the following:

- Title Block
- Name of Project
 - Plan Sheet Identification Number
 - Initial date of drawing and any subsequent revisions
 - Name, address, and phone number of the property owner, applicant, and/or authorized agent
 - Name, address, and phone number of the person preparing the exhibit. Shall be prepared under the direction of a licensed architect or Civil Engineer.

- Exhibit Amendment block, which shall be used to notate any changes to the proposed project during the review process.
- Data Table
 - Project Address and/or cross streets
 - Assessor's Parcel Number(s)
 - Existing General Plan Designation (and proposed, if applicable)
 - Existing Zoning Designation (and proposed, if applicable).
 - Total Dining Deck Footprint expressed in square-feet
- List of Plan Sheets
- Vicinity map showing site relationship to roads and highways

2. Site Plan Sheet

Site Plan needs to demonstrate compliance with Sections 4.0 Safety Criteria and 5.0 Aesthetic Construction Guidelines of the Outdoor Dining Deck Guidelines and shall include the following:

- Title block located in the lower right-hand corner of the map which contains the following information and is readily visible when folded:
 - Name of project
 - Plan name and sheet identification number
 - Initial date of drawing and any subsequent revisions
 - Name, address, and phone number of the property owner, applicant, and or authorized agent
 - Name, address, and phone number of the person preparing the exhibit
 - Exhibit Amendment block, which shall be used to notate any changes to the proposed project during the review process.
- Graphic Scale (Engineering Scale not to exceed 1" = 30')
- North arrow
- Location(s) and Dimension(s) of all:
 - Property lines
 - Location of all structures
 - Fully dimensioned subject parcel boundaries
 - Proposed Dining Deck, labeled with dimensions
 - Proposed location(s) of all furniture on the dining deck, including tables, chairs, and umbrellas. Plan shall include dimensions of distances between chairs and tables.
 - Dimensions of adjacent sidewalk
 - Distance between proposed dining deck and closest parking stall(s) and travel lane
 - Location and dimensions of safety barriers, in conformance with Section 4.0 of Outdoor Dining Deck Guidelines
 - Structures and building footprints, including any building projections.
 - Existing/proposed Landscape areas and planters. Identify species of shrub/tree.
 - Typical parking space, parking dimensions including striping.
 - Pedestrian pathways, including ADA horizontal path of travel from restaurant to dining deck and for pedestrians passing through.
 - Parking bumper or tire guard locations and distance from tire guard(s) to
 - Trash cans/enclosures
 - Any Fire hydrants onsite and within 500' of the project site
 - Location of existing public utility, easements, transmission lines, and/or power and telephone poles on or abutting the property.
- Name, location and dimension of all adjacent public and private streets

- Location of all street, parking, and pedestrian lights

3. **Construction Plan Sheet**

Construction Plan needs to demonstrate compliance with 5.0 Aesthetic Construction Guidelines of the Outdoor Dining Deck Guidelines and shall include the following:

- Construction Methods for dining deck, following either Option 1 or Option 2 as shown in Section 5.0 of the Outdoor Dining Deck Guidelines
- Drainage Plan. A 6" x 6" minimum clear gutter space must be provided along the entire length of the Dining Deck adjacent to the curb.
- Plan for installation of safety barriers, including any K-Rail and vehicular parking stops
- Installation methods for any overhead covers

4. **Exterior Lighting Plan:**

Lighting Plan shall comply with Section 4.0.5 Lighting of the Outdoor Dining Deck Guidelines and include, at a minimum, the following:

- Installation methods and location for any outdoor lighting
- Identification of any existing lighting to be used for lighting of outdoor dining deck
- A description of the outdoor light fixtures including a manufacturer cut sheet, product specifications, and shielding information for each lighting fixture

5. **Color and Materials Board:**

The intent of the Color and Materials Sample Board is to provide an accurate representation of the major exterior materials to be used on the project including colors and textures. Physical materials shall be mounted to a board or sheet (maximum size of 8" x 13" by 3/8" thick) containing precise color swatches and material samples that shall show the following:

- Samples of overhead cover materials (a photo sample may be used, if approved by City staff).
- Samples of all dining deck materials (a photo sample may be used, if approved by City staff).
- Samples of all paint colors (actual manufacturer's sample with color name and identification number)
- Samples of decorative paving or flooring treatments (a photo sample may be used, if approved by City staff).

6. **Furniture Schedule:**

The intent of the Furniture Schedule is to provide an accurate representation of the furniture to be used on the dining deck. Applicant shall provide information on all proposed furniture including tables, chairs, umbrellas, planters, and decorative elements. Information shall include:

- Photograph samples of proposed furniture
- Schedule listing quantities of each piece of furniture. (Ex: five (5) tables, ten (10) high top chairs, ten (10) dining chairs)
- Manufacture specifications. Applicant can provide website link providing information on the furniture. Specifications shall include dimensions of furniture (height, width, length) and material information.

4. **STATEMENT OF OPERATIONS (typed document, if handwritten, must be legible)**

The primary purpose of the statement of operations is to offer detailed insight into how the dining deck will be used and its potential impact on the surrounding community. The statement of operations should provide City staff with the logistical plans of the dining deck and shall be consistent with Outdoor Dining Deck Guidelines. Statement of Operations shall include, but not be limited to, information on: Days/Hours of use, daily plans for storage of outdoor furniture, maximum number of people dining within deck, and operations plan for wrap up each night. Statement of Operations shall provide City staff with a contact person(s) responsible for operations of the dining deck, who may be contacted for any questions, comments, or concerns.

5. Revocable License Agreement

Applicant shall complete a Revocable License Agreement upon approval. Agreement will be provided by City staff.

6. Insurance Requirements

Insurance shall conform with Section 2.1 of the Outdoor Dining Deck Guidelines, and include the following:

- Certificate of Liability Insurance
- Verify the Named Insured matches the contract.
- Always check the AM Best rating for the insurance companies listed. The insurer number must be shown in the left column by the coverage description.
- General liability coverage box should be checked “occurrence.” The blank lines underneath must show any deductible or retention.
- Box should either be checked or have a “Y” and an endorsement must be attached.
- Box should either be checked or have a “Y” and an endorsement must be attached.
- Verify the policy period shown covers the contract term. If not, have it reissued OR if the contract lasts beyond the expiration date, set up a reminder for a new certificate at renewal.
- Limits should be at least \$2M per occurrence, \$4M general aggregate and \$4M products-completed operations aggregate.
- All endorsements must be attached to the certificate.
- Public agency information shall match the contract.
- Endorsements:
 - Additional Insured: Confirm the endorsement shows the Agency and all other persons required to be shown as insureds OR the endorsement says “any person or organization as required by written contract.”
- Primary, Non-Contributory: Same as the additional insured endorsement.
- Waiver of Subrogation: Same as the additional insured endorsement.

Updated certificates of insurance must be submitted to the Planning Department on or before expiration.

SECTION III – PROCEDURES

1. Schedule a time to discuss the event location and logistics with Planning Division staff and other City departments for project requirements, including necessary application submittals.
2. Submit a complete application, with all sets of required plans and appropriate fee to the Department of Development Services for staff review. Staff will review the application and determine if it is complete within

1-2 days from the date the application is submitted. Staff will not process the application if it is deemed incomplete. After the application is deemed complete, staff will circulate the project to other City departments and local agencies for comments and conditions.

3. Staff will return comments and conditions within two weeks, upon which the applicant may need to submit additional documents. These documents will be forwarded to the necessary reviewers as soon as possible to see if it satisfies their requests. Once the review is deemed complete, Staff will generate a permit approval letter with conditions of approval within 1-2 days.

SECTION V – FREE RESOURCES

- <https://www.google.com/maps> - aerial imagery for site plan
- <https://www.nearmap.com/us/en> - high-definition aerial imagery for site plan, can be requested from Planning Division
- <https://www.canva.com/> - tool for marking up site plan
- <https://paint.sumo.app/> - tool for marking up site plan

City of Palm Desert

DRAFT REVOCABLE LICENSE AGREEMENT

Revocable License Agreement

This Revocable License Agreement (“Agreement”) is entered into by and between the City of Palm Desert (“City”) and _____ (“Licensee”) (each, individually, a “Party”, and collectively, the “Parties”).

Recitals

- A. City is the owner in fee of the real property set forth in Exhibit A (“City Property”), consisting of a public right of way set forth therein.
- B. Licensee wishes to locate a patio on the City Property in connection with its business operations on an adjoining property.
- C. City is willing to permit Licensee to do so on the conditions set forth herein.

NOW THEREFORE, the Parties agree as follow:

Agreement

1. Revocable License. City hereby grants to Licensee a non-exclusive, freely revocable license to construct and operate the patio depicted in Exhibit B in connection with Licensee’s business operations in a manner which complies with all applicable law (the “License”). The City may, at any time, with or without prior notice, terminate the License in its sole and absolute discretion and with no liability to Licensee or any other person.
2. Insurance. To the fullest extent permitted by law, Licensee shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to (1) Licensee’s use of, access to, construction upon, or installation and maintenance of chattels or improvements upon the real property to which this License relates, (2) any business or other activities which Licensee conducts upon the real property to which this License relates, or (3) the negligence, recklessness, willful misconduct, or breach of the terms of the License or this Agreement by Licensee or any other person that is not the City.
3. Insurance. Licensee shall at all times during its use or exercise of any rights conferred by this License maintain insurance acceptable to the City in its sole and absolute discretion, which shall at a minimum:

General Liability. Licensee shall maintain general liability insurance that, at a minimum: (1) shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to any activity in any manner arising out of, pertaining to, or incident to the License or this Agreement; (2)

shall waive or shall permit Licensee to waive all rights of subrogation which may be obtained by the Licensee or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Agreement, and Licensee agrees to waive all such rights of subrogation; and (3) shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Licensee's insurance and shall not be called upon to contribute with it.

Workers Compensation and Employer's Liability. Licensee shall maintain workers compensation and employer's liability insurance that, at a minimum, has the insurer agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

4. General Terms.

Assignment Forbidden. Licensee shall not, either voluntarily or by action of law, assign or transfer this Agreement or any obligation, right, title or interest assumed by Licensee herein without the prior written consent of City. If Licensee attempts an assignment or transfer of this Agreement or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Agreement and shall thereupon be relieved from any and all obligations to Licensee or its assignee or transferee.

No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Superior Court of California for the County of Riverside.

Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Agreement bind each respective Party.

Entire Agreement; Modification. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

Contractors, Subcontractors, and Agents. Licensee shall require any contractor, subcontractor, agent, or any other person it employs to construct and operate the patio depicted in Exhibit B in connection with Licensee's business operations to comply with this Agreement as a condition of such employment.

Agreed and Accepted:

For City	For Licensee
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____
Title: _____	Title: _____

Exhibit A

[insert sketch/drawing/map/legal description of City owned property]

Exhibit B

[insert plans and specifications/sketch/drawing/map/legal description of planned patio]