

Cover Sheet

- Exhibit 1 – Presentation
- Exhibit 2 - Standard Outdoor Dining Guidelines
- Exhibit 3 - Standard Outdoor Dining Application
- Exhibit 4 - Opinion of Value
- Exhibit 5 - Enc #374 - Bourbon Street Bar & Grill
- Exhibit 6 - ENC#331 - Made Coffee
- Exhibit 7 - Enc #402 - Rialto Cafe
- Exhibit 8 - Enc #413 - Pilgrims Cafe
- Exhibit 9 - Enc #429 - Les Amis (Terminated)
- Exhibit 10 - Enc #430 - Les Amis (Terminated)
- Exhibit 11 - Enc #434 - Zings
- Exhibit 12 - Enc #435 - Back Alley Bar & Grill
- Exhibit 13 - Enc #438 - Kalaveras
- Exhibit 14 - Outdoor Dining City of Placentia email correspondence
- Exhibit 15 - Outdoor Dining City of Orange email correspondence
- Exhibit 16 - Outdoor Dining City of Anaheim email correspondence
- Exhibit 17 - Outdoor Dining City of Brea email correspondence
- Exhibit 18 - Current Encroachment Balance Sheet

Standard Outdoor Dining Program & Lease Rate Review

City Council – December 2, 2025



Outdoor Dining Guidelines

2012 - Outdoor Dining Guidelines were adopted

2022 - Standard Outdoor Dining Guidelines (current)

Purpose & Applicability

The purpose of these guidelines is to provide criteria to facilitate outdoor dining use within the public right-of-way while protecting the public interest. The guidelines apply to outdoor dining associated with an existing/permitted adjacent restaurant, café, bar, or nightclub that wishes to incorporate outdoor dining on public property or within the public right-of-way directly adjacent to their establishment.



Program Lease Rates

- 2011, staff recommended a monthly lease rate of 75% market value = \$1.34/sf/month
- 2/2012, Council directed staff to reduce to 50% of market value = \$0.90/sf/month
- 5/2012, Council approved a tiered rate schedule base on liquor sales:
 - **No liquor: \$0.30/sf; Beer and Wine only: \$0.60/sf; Full Liquor: \$0.90/sf***
- 2022, Council approved new lease rates based on an Opinion of Value assessment was performed by a brokerage firm which details a reset to our outdoor dining lease rate values given Consumer Price Index (CPI). Based on the Opinion of Value, the 2022 market lease rates for outdoor dining are as follows:
 - **No liquor: \$0.58/sf ; Beer and Wine only: \$1.14/sf; Full Liquor: \$1.71/sf ***

**Monthly/annual lease rates are to be waived for restaurants with outdoor dining on public property of less than 100 s.f. and without alcohol service. However, an encroachment agreement, subject to the applicable application fee is a requirement in order to secure indemnification and other liability safeguards for the City.*



Lease Rate Comparison

(Presented at June 2022 Council Meeting)

Lease Rates Approved in August 2012										
Fullerton Outdoor Dining - Monthly Costs Based on Area (Square Feet)										
		500	800	1000	1200	1500	2000	3000		
<u>Dining Type</u>	<u>Lease Rate/ Sq ft</u>									
No Liquor	\$ 0.30	\$ 150	\$ 240	\$ 300	\$ 360	\$ 450	\$ 600	\$ 900		
Beer and Wine	\$ 0.60	\$ 300	\$ 480	\$ 600	\$ 720	\$ 900	\$ 1,200	\$ 1,800		
Full Liquor	\$ 0.90	\$ 450	\$ 720	\$ 900	\$ 1,080	\$ 1,350	\$ 1,800	\$ 2,700		

Lease Rates Approved in June 2022												
Fullerton Outdoor Dining - Monthly Costs Based on Area (Square Feet)												
		500	800	1000	1200	1500	2000	3000				
Dining Type	Lease Rate/ Sq ft											
No Liquor	\$ 0.58	\$ 290	\$ 464	\$ 580	\$ 696	\$ 870	\$ 1,160	\$ 1,740				
Beer and Wine	\$ 1.14	\$ 570	\$ 912	\$ 1,140	\$ 1,368	\$ 1,710	\$ 2,280	\$ 3,420				
Full Liquor	\$ 1.71	\$ 855	\$ 1,368	\$ 1,710	\$ 2,052	\$ 2,565	\$ 3,420	\$ 5,130				



Adjacent City Policies

Anaheim

No outdoor dining in public R/W per Municipal Code: 18.38.220.0202

La Habra

No outdoor dining in public R/W per Municipal Code 18.12.140.B1

Placentia

No outdoor dining in public R/W per Municipal Code 23.81.165

Brea

No current outdoor dining program. There is a path for use of public R/W though the entitlement process requiring modifications to the CUP and council approval. All fees for entitlement, encroachment permits, and encroachment agreements would apply.

Buena Park

No outdoor dining in public R/W per Municipal Code 19.748.040

Orange

Café style seating only, no permanent fixtures in the right of way. All items must be removed at close of business. No alcohol sales. Subject to approval from Public Works.



Current Program Accounting

Encroachment Accounts as of 11/13/2025

Customer	Total occupied space (sqft)	Lease Rate	Monthly Payment	Account Balance	Past Due	Payment Plan Balance	Last Payment Received	Notes
Back Alley Bar & Grill	336	\$ 1.71	\$ 574.56	\$ 12,745.95	\$ 12,745.95	\$ -	10/31/2025 - \$250	Payment of \$250 received 9/25/2025
Les Amis	1,878	\$ 1.71	\$ 3,211.38	\$ 40,819.24	40,819.24	\$ -	7/23/2025 - \$3,900	Billing discontinued effective 10/23/2025 Agreements Terminated
Ziings Bistro	490	\$ 1.71	\$ 837.90	\$ 837.90	\$ -	\$ -	10/14/2025 - \$837.90	
Kalaveras Restaurant	990	\$ 1.71	\$ 1,692.90	\$ 5,078.70	\$ 3,385.80	\$ 3,385.80	10/13/2025 - \$1,692.90	Payment Plan is Current.
Bourbon Street Bar & Grill	535.5	\$ 1.71	\$ 915.70	\$ 10,885.21	\$ 9,969.51	\$ 9,969.51	11/10/2025 - \$1,415.70	Payment Plan is Current.
Made Coffee	66	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Pilgrims Coffee	60	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Rialto Café	100	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Totals			\$ 7,232.44	\$ 70,367.00	\$ 66,920.50	\$ 13,355.31		



Recommendation

Seek Council direction on program, policy, lease rates, enforcement, and/or outstanding debt.



CITY OF FULLERTON

Public Works Department – Engineering Division

STANDARD OUTDOOR DINING GUIDELINES

(for request within the public right-of-way)

ADOPTED June 21, 2022

Purpose & Applicability

The purpose of these guidelines is to provide criteria to facilitate outdoor dining use within the public right-of-way while protecting the public interest. The guidelines apply to outdoor dining associated with an existing/permitted adjacent restaurant, café, bar, or nightclub that wishes to incorporate outdoor dining on public property or within the public right-of-way directly adjacent to their establishment. Areas of encroachment for outdoor dining include, but may not be limited to:

- Sidewalks
- Alleyways (not used for emergency or vehicle traffic)
- Parking lots/stalls
- Plazas

Submittal Requirements

1. Application Package

By submitting the completed application package, the Applicant affirms they have obtained concurrence of encroachment in the public right-of-way from surrounding properties that may be impacted in any way.

The Standard Outdoor Dining application package is comprised of the following items:

- a. **Application for Standard Outdoor Dining Within the Public Right-of-Way** (herein after, Application), which may be obtained in-person or on-line from the Public Works Department - Engineering Division. The Application shall be completed and signed by the business owner/operator and the property owner.
 - i. The Application is subject to a standard processing/review fee as approved by City Council.
 - ii. The Application is required to identify a preferred method of billing upon implementation of the outdoor dining agreement/improvements.
 - iii. If alcohol is proposed to be served within the outdoor dining area, the Applicant shall include a copy of their current liquor license. Outdoor sales and service of alcohol may require the amendment of an existing conditional use permit (CUP) or Administrative Restaurant Use Permit (ARUP). Please contact the Planning Department prior to submittal of an Outdoor Dining application.
- b. **Site Plan** - An 8½"x11" or 11"x17" site plan showing limits and details of the proposed outdoor dining area, including but not limited to general layout, clearances, and dimension of the proposed outdoor dining area and environs, as well as locations and types of furnishings.

As may be applicable, details pertaining to fencing, enclosures, or other structural improvements, used for the outdoor dining shall be shown.

THE EDUCATION COMMUNITY

303 West Commonwealth Avenue, Fullerton, California 92832-1775
 (714) 738-6845 • Fax (714) 738-3115 • Web Site: www.cityoffullerton.com



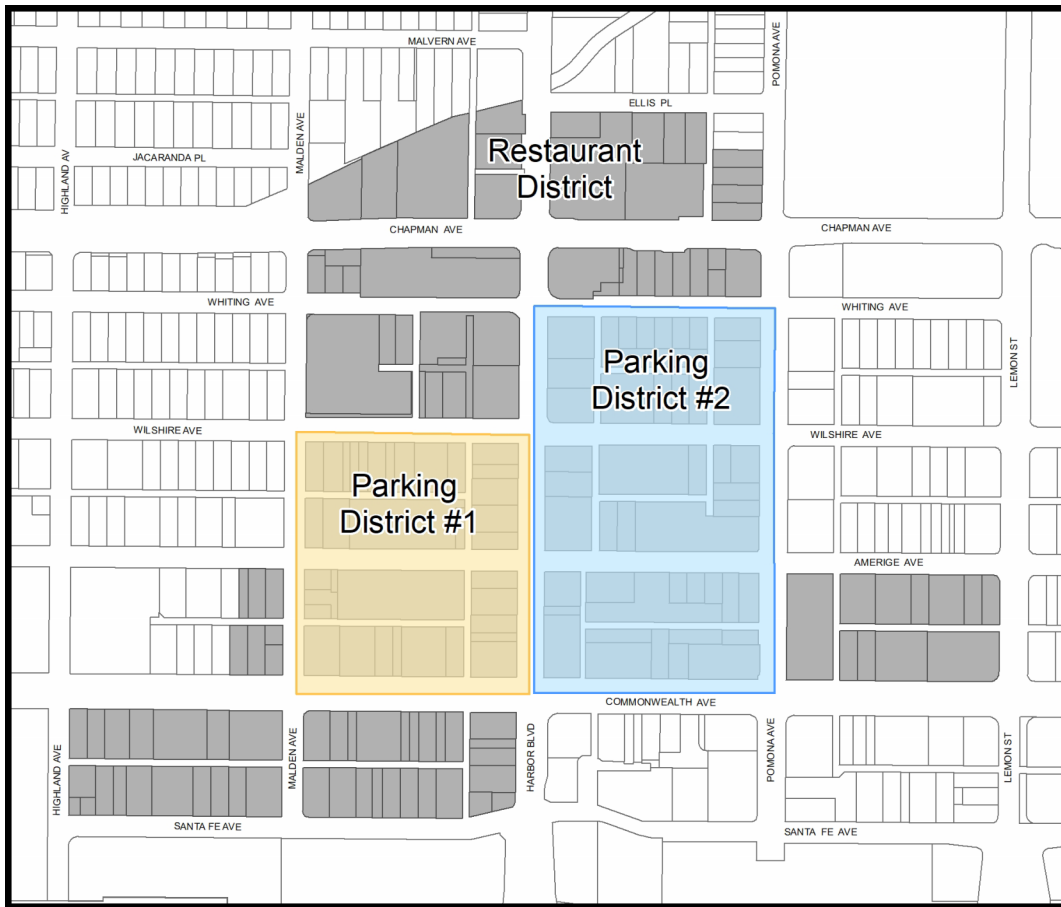
Site plans shall also illustrate length x width of area requested; show all existing improvements (curb/gutter, sidewalk, ramps, driveways, parking stalls, street lights, trees, fire hydrants, or other infrastructure) that may limit clearance for pedestrian access; and dimensions between the requested outdoor dining area and any existing improvements within the immediate vicinity.

- c. **Letter of Authorization** - Applicant is required to submit a letter from his/her landlord allowing the outdoor dining at the site and the installation of associated improvements. The letter should also acknowledge that the landlord understands that he/she will be held equally liable per the terms of the agreement and will be required to execute the Standard Outdoor Dining - Encroachment Agreement.

2. Application Review Process

The review process for the Standard Outdoor Dining application package will be the following:

- a. The business owner/operator and the property owner shall submit a completed Application package to Engineering.
- b. Engineering will review the Application package for completeness. Upon review of the completed Application, Engineering will:
 - i. Review the plans for compliance with the adopted Standard Outdoor Dining Guidelines,
 - 1. if deemed to be non-compliant, Engineering will reject the request. Additionally, the City reserves the right to reject any Application, at its sole and absolute discretion.
- c. Should the application be deemed complete, Engineering will forward their findings of compliance to the Director of Community & Economic Development and the Fire Marshal to receive their determinations of concurrence with the compliance findings of Engineering.
- d. Engineering will notify the business owner/operator and/or property owner of the City's findings of compliance and will advise the applicant if any revisions to the original documentation are required.
- e. Upon acceptance of the application documentation, the Public Works Director shall determine the need for legislative approval for use of public land, or administratively approve the application. While there may be additional occurrences that trigger legislative review, the following guidelines will be used in that determination:
 - i. Dining area proposed in paid public parking lots/stall(s) within Parking Districts #1 or #2 shall be subject to approval from Board of Parking Place Commission (see below map for boundaries).
 - ii. Dining area proposed in paid public parking lots/stall(s) within the Restaurant Overlay District, excluding parking Districts #1 & #2, shall be subject to approval from City Council (see below map for boundaries).



- f. If Board of Parking Place Commission and/or City Council approval is determined or required, Engineering will present the Application for approval or denial. If the Application is denied, the Application is considered rejected.
- g. Upon Commission/Council approval and/or Engineering acceptance of the Application documentation, Engineering will request the Applicant complete an Encroachment Agreement Application.
 - i. The Encroachment Agreement Application is subject to a processing fee approved by City Council.
- h. Upon receipt of the Encroachment Agreement Application and processing fee, Engineering will prepare a Standard Outdoor Dining Encroachment Agreement (herein after, Agreement). All outdoor dining areas (regardless of exclusivity/fencing) in the public right-of-way will require an Agreement.
 - i. Engineering will determine the leasable area and the lease rate for the outdoor dining area subject to the Agreement.

1. Leasable Area



The area of use through the process may, or may not, include fencing or other approved means that effectively restrict or discourage the public from using the space. In general, the leasable area will be defined by the perimeter of the outdoor dining area, including any path(s) of travel by the public through the seating area as delineated on the site plan submitted as part of the Application Package. Engineering will use discretion in determining leasable area to account for practical considerations such as trees and other obstructions.

2. Lease Rates

Lease rates are approved by City Council and may be amended any time during the term of the Encroachment Agreement.

Applicants have the option of monthly or annual billing of lease fees, option must be selected at the time of application.

Monthly/annual lease rates are to be waived for restaurants with outdoor dining on public property of less than 100 s.f. and without alcohol service. However, an encroachment agreement, subject to the processing fee is required to secure indemnification and other liability safeguards for the City.

3. Parking Revenue Loss

If the outdoor dining area is located within a City owned paid parking lots/stall(s), the applicant will be responsible for any parking revenue loss incurred by the City in addition to the established lease rates. For example, in 2022 the paid parking program required a flat rate of \$5/space on Thursday, Friday, & Saturday from 9pm – 1am. Therefore, the applicant would be billed an additional \$60/month for each parking stall utilized for outdoor dining. The monthly rate per stall is subject to change based on the program parameters at the time the Agreement is executed or up for renewal.

- ii. A fully refundable restoration deposit will be required prior to execution of the Agreement. The restoration deposit is approved by City Council as part of the current City of Fullerton Council adopted fee schedule. The actual restoration fee will be determined at the time of restoration by the Director of Public Works.

Restoration deposits may be transferable at the Director of Public Works' discretion.

- iii. The Applicant shall maintain the required liability and liquor liability (if applicable) insurance as defined in the Agreement as well as any permit, license, etc. required by any Federal, State, or local agency. The limits of liability for the required insurance are subject to change in accordance with the City's minimum limit requirements in effect at the time of annual renewal of said coverage.
- i. The City will provide a final copy of the Agreement for signature by the business owner/operator and property owner.



- j. Upon review and acceptance of the fully executed Agreement, Engineering will prepare and issue an Encroachment Permit to the Applicant to ensure construction/installation of the outdoor dining area is per the approved site plan and terms of the Agreement.

- i. The Encroachment Permit is subject to applicable fees as approved by City Council.

Operational Requirements

1. Permitted Uses

Outdoor dining areas shall be limited to serving and consumption of food and non-alcoholic beverages, unless authorized otherwise by the California Department of Alcoholic Beverage Control. The issuance of an Agreement for outdoor dining does not authorize alcoholic beverages that otherwise require approval under FMC 15.30, or any other Federal, State, or local law, rules, or regulations. The serving of alcoholic beverages in the outdoor dining area may be subject to the City's Administrative Restaurant Use Permit (ARUP) or Conditional Use Permit (CUP) process, as determined by the Director of Community & Economic Development.

Uses that generate excessive noise such as amplified music are not permitted in the outdoor area.

2. Design Criteria

The Director of Public Works, or his/her designee, in coordination with the Director of Community & Economic Development, shall find consistency between the Application and the following criteria:

a. Compatibility

The design materials and color used for chairs, tables, lighting, and other fixtures/furniture, including umbrellas, shall be of good quality, as necessary to assure a pleasant ambiance.

b. Public Walkway Clearance and Accessibility

A clear passage area on the public sidewalk, alley, or parking lot, free of all obstructions, shall be maintained at all times to avoid hazardous conditions for pedestrians. The Director of Public Works, or his/her designee, may approve minor variations, including less restrictive clearance requirements for a single point restriction such as a streetlight or tree; however, under no circumstances shall a path of travel be less than six (6) feet wide. Outdoor Dining areas shall be fully accessible for persons with physical disabilities and provide safe passing conditions.

c. Sight Lines

Whenever applicable, furnishings shall not restrict motor vehicle sight lines.

d. Entry Door Clearance

The encroaching furnishings will not impede entry to the building and must not preclude applicable emergency exit requirements (i.e., a minimum exit width of 44" must be maintained at all times for "single" entry doors; however, large door openings require larger exit widths per the building code).



e. Floor Plan

The aisle width between tables/seating shall be a minimum of 36". The occupant load factor is 1 person/15 square feet. If the interior dining area exits through the outdoor dining area, an equivalent exit "corridor" width shall be maintained at all times.

f. Structural Improvements, Enclosures, and Furniture

Fencing/enclosure must be of an easily removable design. All fences and/or enclosures should be of durable material, fire safe, structurally sound, aesthetically pleasing, and compatible with adjoining improvements or structures. If the area requested is in an area where vehicular traffic occurs, barriers shall be substantive enough to protect customers and employees from impact.

The design materials and colors used for chairs, tables, lighting, and other fixtures, including umbrellas, shall be of good quality, as necessary to assure a pleasing and pleasant ambiance. Said removable furnishings shall be secured in a safe manner during use.

Fences and furnishing must be maintained in good condition and placed/secured in such a way so as not to impede public safety. Permanently affixed furnishings and fencing are not permitted.

g. Fire Department Standards

All Fire Department regulations and standards concerning exterior lighting and power shall be met. These regulations and standards will be supplied to applicant upon request at the time of application.

Fire Department approval and permits shall be obtained for LPG heaters and open flames, including candles and barbeques (if applicable), consistent with *Fire Department Standards #57 and #58*.

h. Utilities

Applicant must consider aboveground and underground utility infrastructure (i.e. gas, water, electric, etc.). Underground infrastructure is often unmarked and below sidewalk/street grade. If applicable, applicants shall call 811 prior to project application to understand where underground utility infrastructure is relative to the project. Adequate access to utility infrastructure shall be maintained at all times, including after project is fully installed. If applicants install permanent or semi-permanent fixtures, furnishings or infrastructure adjacent/above utility infrastructure, all elements are subject to removal if/when the utility requires access; all incurred cost associated with the removal and/or repairs are the sole responsibility of the applicant.

Southern California Edison (SCE) requires 15-foot clearance from underground structures, vaults lids, and manhole covers. An 8-foot clearance is required on the door side of any above-ground pad mounted equipment for operation and a 12-foot clearance on one side for accessible maintenance.

	PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION APPLICATION FOR STANDARD OUTDOOR DINING WITHIN THE PUBLIC RIGHT-OF-WAY <i>This form and all required attachments are to be submitted to the City of Fullerton - Engineering Division, 303 W. Commonwealth Avenue, Fullerton, CA. 92832 Phone: (714) 738-6845 * E-mail: PWPermits@cityoffullerton.com</i>	Date: _____ Received By: _____
---	---	--

Applicant (Full Name/Title): _____

Business Name & Mailing Address: _____

Phone: _____ E-mail: _____

Applicant Secondary Contact Information (Full Name/Title): _____

Daytime Phone: _____ E-mail: _____

Proposed Location of Encroachment:

Street Address: _____

Description of Encroachment: _____

Property Owner Contact Information

Property Owner (Full Name/Title): _____

Address: _____

Phone: _____ E-mail: _____

NOTE: Please review the Standard Outdoor Dining Guidelines prior to completion and submission of this application

(See Reverse for Submission Requirements)

Applicant Submission Requirements:

1. One Time Non-refundable Processing/Review Fee: \$ 286.00
2. Two sets of site plan(s) (electronic pdf format and preliminary drawings are acceptable at this stage).
3. Based upon the type of liquor license held, a copy of which is to be submitted at the time of application, a monthly lease rate will be charged for outdoor dining within the public right-of-way. The applicable rates currently are as follows: No Liquor, \$0.58/s.f. (\$6.96/s.f. annually); Beer and Wine only, \$1.14/s.f. (\$13.68/s.f. annually); Full Liquor Service, \$1.71/s.f. (\$20.52/s.f. annually). Note: lease rates are subject to change.

Liquor Service: ☐ **None** ☐ **Beer & Wine only** ☐ **Full Liquor**

Outdoor sales and service of alcohol may require the amendment of an existing conditional use permit (CUP) or Administrative Restaurant Use Permit (ARUP). Please contact the Planning Department prior to submittal of an Outdoor Dining application.

If the outdoor dining area is located within a City owned paid parking lot/stall, the applicant will be responsible for any parking revenue loss incurred by the City. Currently, the paid parking program requires a flat rate of \$5/space on Thursday, Friday, & Saturday from 9pm – 1am. Therefore, the applicant will be responsible for an additional \$60/month for each paid parking stall utilized for outdoor dining.

Dining area encroaches in a public paid parking lot/stall(s): ☐ **Yes; _____ stall(s)** ☐ **No**
#

Please indicate how you would like to be billed for your lease below:

Please bill me: ☐ **Monthly** ☐ **Annually for my lease.**

4. Letter of Authorization: Applicant is required to submit a letter from his/her landlord allowing the outdoor dining at the site and the installation of associated improvements. The letter should also acknowledge that the landlord understands that he/she will be held equally liable per the terms of the agreement and will be required to execute the Standard Outdoor Dining Encroachment Agreement upon City's acceptance of this application. See the Standard Outdoor Dining Guidelines for more information.

Application Processing:

Processing of your Standard Outdoor Dining application package will take approximately 8-12 weeks from date of submission, depending on the need for City Council approval for use of public property; please refer to the Standard Outdoor Dining Guidelines for more detailed information on application processing.

Broker Opinion of Value

City of Fullerton Outdoor Dining Lease Rate Analysis

May 2022

Keith Kropfl

Principal, Director of Brokerage Services
keith.kropfl@avisonyoung.com
Direct line: 949.430.0680
CA License: #01106628

Avison Young

4 Park Plaza, Suite 330
Irvine, CA 92614
Visit us online
www.avisonyoung.com

**AVISON
YOUNG**

Table of contents

- 01 Executive Summary
- 02 City Restaurants Districts
- 03 Outdoor Patio Areas
- 04 Valuation
- 05 The Consumer Price Index
- 06 Outdoor Dining Guidelines
- 07 Outdoor Dining
Lease Application
- 08 Meet the Team
- 09 Retail Services

01

Executive Summary



City of Fullerton

Opinion of Value – Restaurant Patio Rent Reset

This report is based upon our preliminary estimate of the City of Fullerton's request to evaluate rent pricing for restaurant patio space throughout the city.

The following report details current rent structures that were established in 2012 and today's reset values given Consumer Price Index (CPI) up until 2022.

The report also includes the City of Fullerton's Outdoor Dining Guidelines and Outdoor Dining Application.

The attached information is believed to be accurate and reliable, but due to the preliminary nature of our investigation and the complexity of the issues involving restaurant revenues and health ratios (profitability), certain generalities have been utilized based on our experience.

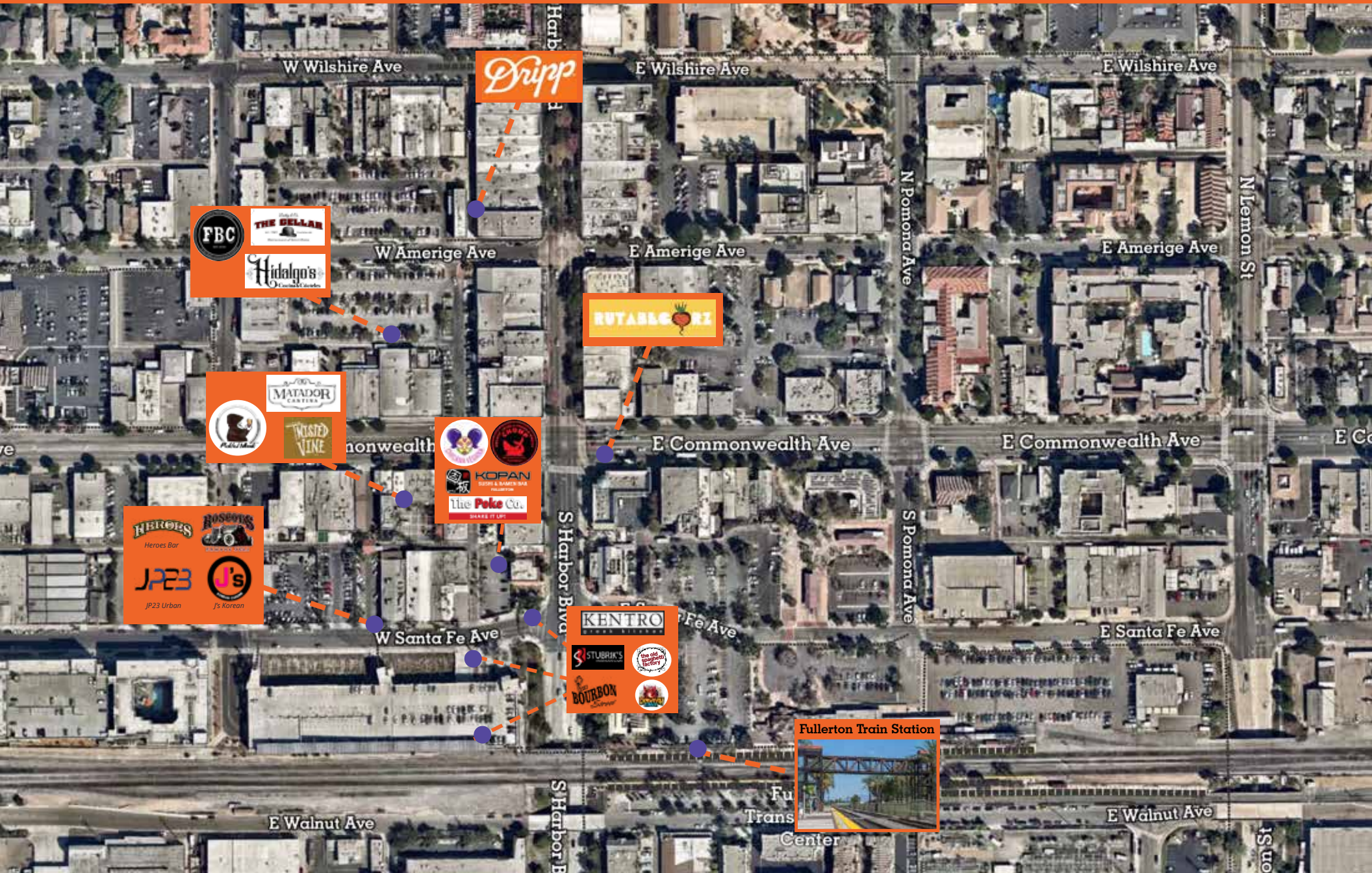
Avison Young, on behalf of the City of Fullerton has devoted a great deal of energy and resources in compiling the enclosed report. It is our request that the enclosed information be kept strictly confidential and used solely for the benefit of City of Fullerton.

A photograph of a restaurant patio at night. The patio is filled with people sitting at tables under large blue umbrellas. The restaurant building is made of brick and has a sign that says "CAROLINA BREWERY" and "SINCE 1995". The scene is lit with warm interior lights and cool exterior lights.

City Restaurant Districts

City Restaurant Districts

Downtown Fullerton



03

Outdoor Patio Areas

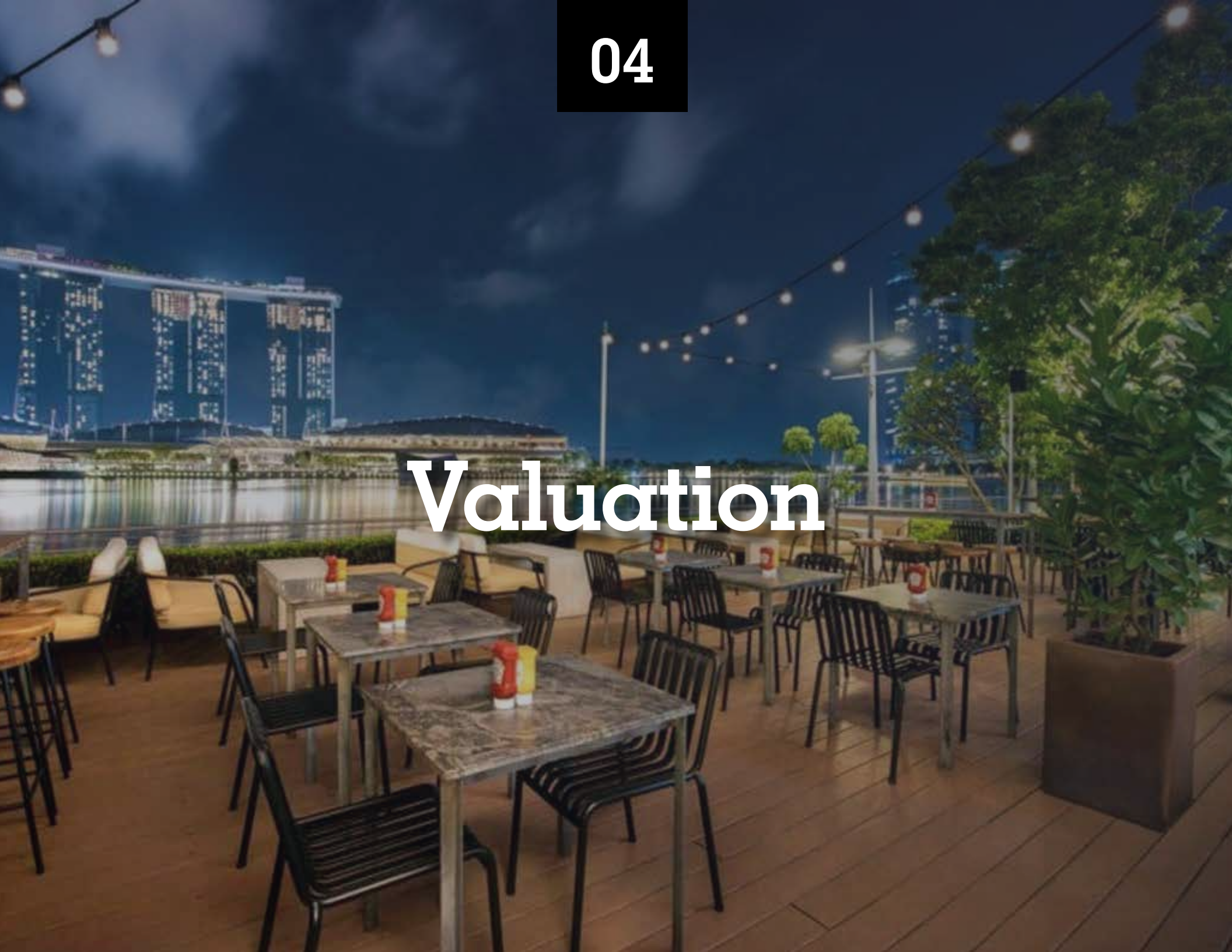


Outdoor Patio Areas



04

Valuation



Valuation

Restaurant Patio Rent Reset



	CY2011	CY2012	CY2013	CY2014	CY2015	CY2016	CY2017	CY2018	CY2019	CY2020	CY2021	Mar2022 YTD
Index [1]	224.939	229.594	232.957	236.736	237.017	240.011	245.12	251.107	255.657	258.811	270.97	287.504
Change		4.655	3.363	3.779	0.281	2.994	5.109	5.987	4.55	3.154	12.159	16.534
Change (%)		2.07%	1.46%	1.62%	0.12%	1.26%	2.13%	2.44%	1.81%	1.23%	4.70%	6.10%
Rates:												
No Liquor	\$0.45	\$0.46	\$0.47	\$0.47	\$0.47	\$0.48	\$0.49	\$0.50	\$0.51	\$0.52	\$0.54	\$0.58
Beer/Wine Only	\$0.89	\$0.91	\$0.92	\$0.94	\$0.94	\$0.95	\$0.97	\$0.99	\$1.01	\$1.02	\$1.07	\$1.14
Full Liquor	\$1.34	\$1.37	\$1.39	\$1.41	\$1.41	\$1.43	\$1.46	\$1.50	\$1.52	\$1.54	\$1.61	\$1.71

NOTE(S):

[1] *Source: American Consumer Price Index: 1913-2022; Base Year: 1982-84=100. Index for CY2022 is as of March, 2022.*

[2] *Rent pricing is based on per square foot of patio dining areas.*

05

The Consumer Price Index



The Consumer Price Index

The CPI is a measure that examines the weighted average of prices of a basket of goods and services which are of primary consumer need. They include transportation, food, and medical care. CPI is calculated by taking price changes for each item in the predetermined basket of goods and averaging them based on their relative weight in the whole basket. The prices in consideration are the retail prices of each item, as available for purchase by the individual citizens.

Changes in the CPI are used to assess price changes associated with the cost of living, making it one of the most frequently used statistics for identifying periods of inflation or deflation. In the U.S., the Bureau of Labor Statistics reports the CPI on a monthly basis and has calculated it as far back as 1913.

06

Outdoor Dining Guidelines



Outdoor Dining *Guidelines*

Purpose & Applicability

The purpose of these guidelines is to provide criteria to facilitate outdoor dining use within the public right-of-way and/or on private property while protecting the public interest. The guidelines apply to outdoor dining associated with an existing/permitted adjacent restaurant, café, bar, or nightclub that wishes to incorporate outdoor dining on public property or within the public right-of-way directly adjacent to their establishment. Areas of encroachment for outdoor dining include, but may not be limited to:

- Sidewalks
- Alleyways (not used for emergency or vehicle traffic)
- Parking lots
- Plazas

Submittal Requirements

1. Application Package

By submitting the completed application package, the Applicant affirms they have obtained concurrence of encroachment in the public right-of-way from surrounding properties that may be impacted in any way.

The Standard Outdoor Dining application package is comprised of the following items:

- a. Application for Standard Outdoor Dining Within the Public Right-of-Way (herein after, Application), which may be obtained in-person or on-line from the Public Works Department - Engineering Division. The Application shall be completed and signed by the business owner/operator and the property owner.
 - i. The Application is subject to a standard processing/review fee as established as part of the current City of Fullerton Council adopted fee schedule.
 - ii. The Application will require a preferred method of billing upon implementation of the outdoor dining improvements.
 - iii. If alcohol is proposed to be served within the outdoor dining area, the Applicant shall include a copy of their current liquor license.
- b. Site Plan - An 8½x11" or 11"x17" site plan showing limits and details of the proposed outdoor dining area, including but not limited to general layout, clearances, and dimension of the proposed outdoor dining area and environs, as well as locations and types of furnishings.

As may be applicable, details pertaining to fencing, enclosures, or other structural improvements, used for the outdoor dining shall be shown.

Submittal Requirements (continued)

Site plans shall also illustrate (L' x W') of area requested; show all existing improvements (curb/gutter, sidewalk, ramps, driveways, parking stalls, street lights, trees, fire hydrants, or other infrastructure) that may limit clearance for pedestrian access; and dimensions between the requested outdoor dining area and any existing improvements within the immediate vicinity.

- c. Letter of Authorization - Applicant is required to submit a letter from his/her landlord allowing the outdoor dining at the site and the installation of associated improvements. The letter should also acknowledge that the landlord understands that he/she will be held equally liable per the terms of the agreement and will be required to execute the Standard Outdoor Dining - Encroachment Agreement.

2. Application Review Process

The review process for the Standard Outdoor Dining application package will be the following:

- a. The business owner/operator and the property owner shall submit a completed Application package to Engineering.
- b. Engineering will review the Application package for completeness. Upon review of the completed Application, Engineering will:
 - i. Review the plans for compliance with the adopted Standard Outdoor Dining Guidelines, or;
 - ii. Reject the request. The City reserves the right to reject any Application, at its sole and absolute discretion.
- c. Engineering will forward their findings of compliance to the Director of Community & Economic Development and the Fire Marshal to receive their determinations of concurrence with the compliance findings of Engineering.
- d. Engineering will notify the business owner/operator and/or property owner of the City's findings of compliance and will advise the applicant if any revisions to the original documentation are required.
- e. Upon acceptance of the application documentation, the Public Works Director shall determine the need for City Council approval for use of public land.
- f. If City Council approval is determined, Engineering will present the Application to Council for approval or denial. If the Council denies the Application, the Application is considered rejected.
- g. Upon City Council approval and/or Engineering acceptance of the Application documentation, Engineering will request the Applicant complete an Encroachment Agreement Application.
- h. The Encroachment Agreement Application is subject to a processing fee established as part of the current City of Fullerton Council adopted fee schedule.

Submittal Requirements (continued)

- i. Upon receipt of the Encroachment Agreement Application and processing fee, the City will prepare a Standard Outdoor Dining Encroachment Agreement (herein after, Agreement). All outdoor dining areas (regardless of exclusivity/fencing) will require an Agreement.
 - i. Engineering will determine the leasable area and the lease rate for the outdoor dining area subject to the Agreement.
 - 1. Leasable Area

The area of use through the process may, or may not, include fencing or other approved means that effectively restrict or discourage the public from using the space. In general, the leasable area will be defined by the perimeter of the outdoor dining area, including any path(s) of travel by the public through the seating area as delineated on the site plan submitted as part of the Application Package. Engineering will use discretion in determining leasable area to account for practical considerations such as trees and other obstructions.
 - 2. Lease Rates

Applicants have the option of monthly or annual billing of lease fees, option must be selected at the time of application. Monthly/annual lease rates are to be waived for restaurants with outdoor dining on public property of less than 100 s.f. and without alcohol service. However, an encroachment agreement, subject to the processing fee is required to secure indemnification and other liability safeguards for the City. Lease rates are subject to change and are established as part of the current Council adopted fee schedule.
 - 3. Parking Revenue Loss

If the outdoor dining area is located within a City owned paid parking lot/structure, the applicant will be responsible for any parking revenue loss incurred by the City. For example, in 2022 the paid parking program required a flat rate of \$5/space on Thursday, Friday, & Saturday from 9pm – 1am. Therefore, the applicant would be billed an additional \$60/month for each parking stall utilized for outdoor dining. The monthly rate per stall is subject to change based on the program parameters at the time the Agreement is up for renewal.
 - ii. A fully refundable restoration deposit will be required prior to execution of the Agreement. The restoration deposit is established by Council as part of the current Council adopted fee schedule. The actual restoration fee will be determined at the time of restoration by the Director of Public Works. Restoration deposits may be transferable at the Director of Public Works discretion.
 - iii. The Applicant shall maintain the required liability and liquor liability (if applicable) insurance as defined in the Agreement. The limits of liability for the required insurance are subject to change in accordance with the City's minimum limit requirements in effect at the time of renewal of said coverage.
- j. The City will provide a final copy of the Agreement for signature by the business owner/operator and property owner.
- k. Upon review and acceptance of the fully executed Agreement, Engineering will prepare and issue an Encroachment Permit to the Applicant to ensure construction/installation of the outdoor dining area is per the approved site plan and terms of the Agreement.

Operational Requirements

1. Permitted Uses

Outdoor dining areas shall be limited to serving and consumption of food and non-alcoholic beverages, unless authorized otherwise by The California Department of Alcoholic Beverage Control. The issuance of an Agreement for outdoor dining does not authorize alcoholic beverages that otherwise require approval under FMC 15.30. The serving of alcoholic beverages in the outdoor dining area may be subject to the City's ARUP or CUP process, as determined by the Director of Community & Economic Development.

Uses that generate excessive noise such as amplified music are not permitted in the outdoor area.

2. Design Criteria

The Director of Public Works, or his/her designee, in coordination with the Director of Community & Economic Development, shall find consistency between the Application and the following criteria:

a. Compatibility

The design materials and color used for chairs, tables, lighting, and other fixtures/furniture, including umbrellas, shall be of good quality, as necessary to assure a pleasing and pleasant ambiance.

b. Public Walkway Clearance and Accessibility

A clear passage area on the public sidewalk, alley, or parking lot, free of all obstructions, shall be maintained at all times to avoid hazardous conditions for pedestrians. The Director of Public Works, or his/her designee, may approve minor variations, including less restrictive clearance requirements for a single point restriction such as a street light or tree; however, under no circumstances shall a path of travel be less than six (6) feet wide. Outdoor Dining areas shall be fully accessible for persons with physical disabilities and provide safe passing conditions.

c. Sightlines

Whenever applicable, furnishings shall not restrict motor vehicle sight lines.

d. Entry Door Clearance

The encroaching furnishings will not impede entry to the building and must not preclude applicable emergency exit requirements (i.e., a minimum exit width of 44" must be maintained at all times for "single" entry doors; however, large door openings require larger exit widths per the building code.)

Operational Requirements (continued)

e. Floor Plan

The aisle width between tables/seating shall be a minimum of 36". The occupant load factor is 1 person/15 square feet. If the interior dining area exits through the outdoor dining area, an equivalent exit "corridor" width shall be maintained at all times, such as a street light or tree; however, under no circumstances shall a path of travel be less than six (6) feet wide. Outdoor Dining areas shall be fully accessible for persons with physical disabilities and provide safe passing conditions.

f. Structural Improvements, Enclosures, and Furniture

Fencing/enclosure must be of an easily removable design. All fences and/or enclosures should be of durable material, fire safe, structurally sound, aesthetically pleasing, and compatible with adjoining improvements or structures. If the area requested is in an area where vehicular traffic occurs, barriers shall be substantive enough to protect customers and employees from impact.

The design materials and colors used for chairs, tables, lighting, and other fixtures, including umbrellas, shall be of good quality, as necessary to assure a pleasing and pleasant ambiance. Said removable furnishings shall be secured in a safe manner during use.

Fences and furnishings must be maintained in good condition and placed/secured in such a way so as not to impede public safety. Permanently affixed furnishings and fencing are not permitted.

g. Fire Department Standards

All Fire Department regulations and standards concerning exterior lighting and power shall be met. These regulations and standards will be supplied to applicant upon request at the time of application.

Fire Department approval and permits shall be obtained for LPG heaters and open flames, including candles and barbeques (if applicable), consistent with Fire Department Standards #57 and #58.

Outdoor Dining Lease Application



Outdoor Dining Lease Application



	PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	Date: _____
	APPLICATION FOR STANDARD OUTDOOR DINING WITHIN THE PUBLIC RIGHT-OF-WAY	Received By: _____

This form and all required attachments are to be submitted
 to the City of Fullerton - Engineering Division,
 303 W. Commonwealth Avenue, Fullerton, CA. 92832
 Phone: (714) 738-6845 * E-mail: PWPermits@cityoffullerton.com

Applicant (Full Name/Title): _____

Business Name & Mailing Address: _____

Phone: _____ E-mail: _____

Proposed Location of Encroachment:

Street Address: _____

Description of Encroachment: _____

Property Owner Contact Information

Property Owner (Full Name/Title): _____

Address: _____

Phone: _____ E-mail: _____

Emergency Contact Information: Name: _____

Daytime Phone: _____ Evening Phone: _____

E-mail: _____

NOTE: Please review the Standard Outdoor Dining Guidelines prior to completion and submission of this application

(See Reverse for Submission Requirements)

Applicant Submission Requirements:

- One Time Non-refundable Processing/Review Fee: \$ 286.00
- Two sets of site plan(s), architectural drawing(s) and/or survey of property (electronic pdf format and preliminary drawings are acceptable at this stage).
- Based upon the type of liquor license held, a copy of which is to be submitted at the time of application, a monthly lease rate will be charged for outdoor dining within the public right-of-way. The applicable rates currently are as follows: No Liquor, \$0.30/s.f. (\$3.60/s.f. annually); Beer and Wine only, \$0.60/s.f. (\$7.20/s.f. annually); Full Liquor Service, \$0.90/s.f. (\$10.80/s.f. annually). Note: lease rates are subject to change.

If the outdoor dining area is located within a City owned paid parking lot/structure, the applicant will be responsible for any parking revenue loss incurred by the City. Currently, the paid parking program requires a flat rate of \$5/space on Thursday, Friday, & Saturday from 9pm – 1am. Therefore, the applicant will be billed an additional \$60/month for each parking stall utilized for outdoor dining.

Please indicate how you would like to be billed for your lease below:

Please bill me: ☐ Monthly ☐ Annually for my lease.

- Letter of Authorization: Applicant is required to submit a letter from his/her landlord allowing the outdoor dining at the site and the installation of associated improvements. The letter should also acknowledge that the landlord understands that he/she will be held equally liable per the terms of the agreement and will be required to execute the Standard Outdoor Dining Encroachment Agreement upon acceptance of this application. See the Standard Outdoor Dining Guidelines for more information.

Application Processing:

Processing of your Standard Outdoor Dining application package will take approximately 8-12 weeks from date of submission, depending on the need for City Council approval for use of public property; please refer to the Standard Outdoor Dining Guidelines for more detailed information on application processing.

08

Meet the Team



Meet the team



Keith Kropfl

*Principal, Director of
Brokerage Services - Orange County*

keith.kropfl@avisonyoung.com

Direct line: 949.430.0680

CA License: #01106628

Keith J. Kropfl has been active in the sale and leasing of commercial retail, industrial and office properties for over 25 years. His experience includes tenant buyer representation, development, lease negotiation, sales, property management and commercial financing. He has an extensive track record with corporate clients and consistently services his clients with a high degree of professionalism and integrity.

Prior to joining Avison Young, Mr. Kropfl worked for Voit Real Estate Services and Travers Realty Corporation, specializing in landlord and tenant representation, Grubb & Ellis, specializing in landlord and tenant representation, and Alden Equities Group, specializing in the sale, leasing, management, receivership, appraisal valuation and development of all types of commercial properties.

"The success of Avison young is a reflection of the confidence placed in us by our clients"

- Graeme Young, Founder

"We are not merely a client to Avison Young, we feel they view us as a partner. Their depth in experience coupled with candor and ability to execute is refreshing."

- Howard Spiva, Development Director, Barnes & Noble

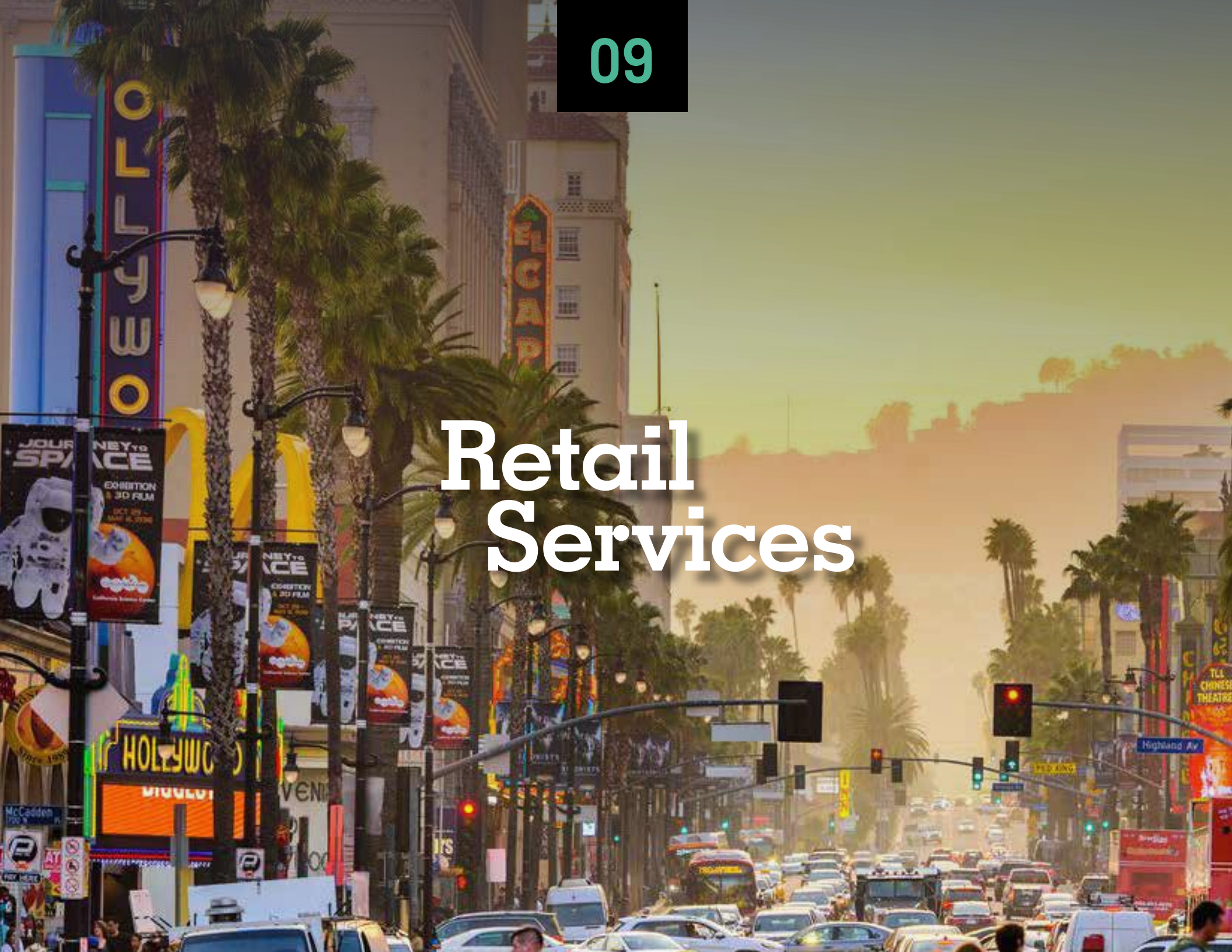
"We have successfully engaged Avison Young in multiple markets throughout the Southeast. They have great depth and experience in their organization, and we have been extremely happy with the results driven by our relationship."

- Howard Spiva, Development Director, Barnes & Noble

*"Diligent, hard working, and very professional. **Keith Kropfl**, Principal, always exceeds my expectations."*

- Dennis Linville, Director of Real Estate

Retail Services





Global presence

Avison Young is the **world's fastest-growing commercial real estate services firm**. Headquartered in Toronto, Canada, Avison Young is a collaborative, global firm owned and operated by its principals. Founded in 1978, the company comprises **2,600 real estate professionals in 84 offices**, providing value-added, client-centric investment sales, leasing, advisory, management, financing and mortgage placement services to owners and occupiers of office, retail, industrial, multi-family and hospitality properties.

Transaction Services

- Tenant representation, lease acquisition and disposition
- Investment acquisition and disposition for owners and occupiers
- Landlord representation—all property types—office, industrial, retail, build-to-suit, land and multi-family

Investment Management

- Acquisitions
- Asset management
- Portfolio strategy
- Capital repositioning

Consulting and Advisory Services

- Portfolio review and analysis
- Valuation and appraisal
- Benchmarking
- Transaction management
- Asset rationalization
- Mergers and acquisitions
- Workplace solutions
- Acquisitions and dispositions

Debt Capital Services

- Permanent & construction
- Structures finance
- Portfolio mark to market
- Mezzanine & bridge

At a Glance

100+
offices worldwide

5,000
real estate professionals

1,100+
brokers

125+
retail brokers

215m
sf under property management

45m
SF AY-managed retail projects

10.7m
SF AY-managed retail projects in U.S.

597
project management

Management Services

- Project management
- Property and operations review
- Property/facility management
- Tenant coordination and relations
- Financial reporting
- Lease administration
- Operations consulting
- First stage lease review

Enterprise Solutions

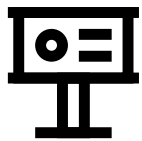
- Integrated services coordination
- Transaction management
- Optimization strategies
- Portfolio lease administration
- Project coordination and reporting

Avison Young

has a *Proven* Track Record of
Exceeding Client *Expectations*

Whether you are an occupier or owner/investor, we are able to deliver truly integrated solutions to meet your unique need.

Core Services



Capital Markets /
Investment Sales



Project Management



Tenant Representation



Consulting



Property Management



Landlord Representation

Asset Types

- *Enclosed Malls*
- *Ground-Up Development*
- *Large Format / Big Box*
- *Lifestyle / Mixed-Use*
- *Outlet Retail*
- *Restaurants*
- *Small Bay*
- *Specialty Retail*
- *Street Front*



For more information, please contact:

Keith Kropfl

Principal, Director of Brokerage Services

keith.kropfl@avisonyoung.com

Direct line: 949.430.0680

CA License: #01106628

Christina Saas

Marketing Coordinator

christina.saas@avisonyoung.com

Direct line: 949.430.0682

CA License: #01895226

Avison Young

4 Park Plaza, Suite 330

Irvine, CA 92614

Visit us online

www.avisonyoung.com

© 2022 Avison Young – Southern California, Ltd. All rights reserved.

E. & O.E.: The information contained herein was obtained from sources which we deem reliable and, while thought to be correct, is not guaranteed by Avison Young.

**AVISON
YOUNG**

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

* \$ R 0 0 1 4 5 7 5 7 3 9 \$ *

2023000234976 10:59 am 09/27/23

371 NC-5 A12 11

0.00 0.00 0.00 0.00 30.00 0.00 0.000.000.00 0.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The City Fullerton
303 West Commonwealth
Fullerton, CA 92832
Attention: City Clerk

Exempt from Recording Fee
Pursuant to Government Code Section 27383

Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

(Space above this line for Recorder's use)

STANDARD OUTDOOR DINING IN THE PUBLIC RIGHT OF WAY **ENCROACHMENT AGREEMENT**

IT
117
NF

By and Between
The City of Fullerton
and
Bourbon Street Bar & Grill
and
Brian Williams

- I. **Purpose:** This Agreement is to permit private outdoor dining on public right-of-way and/or public property as shown on Exhibit "A".
- II. **Lease Fee:**

Business Owner/Operator and/or the Property Owner understand that there is an applicable monthly lease rate in association with this AGREEMENT. The monthly lease fee will be \$915.70 per month as established in the Standard Outdoor Dining Guidelines (SODG) and approved by Council; rates/fees are subject to change. The first lease fee will be due and payable upon execution of the AGREEMENT and future payments will be due and payable the first day of every month thereafter for the duration of the AGREEMENT and any subsequent renewals.

If alcohol is to be served within the outdoor dining area, a liquor license is required, and a copy must be on file with the City of Fullerton Engineering Division as well as visibly posted on site at the business location at all times.

- III. **Term and Enforcement:** The term of this AGREEMENT is twelve (12) months from the date of execution by the CITY's Public Works Director and will continue on a year-to-year basis subject to timely payment of all applicable fees, and in accordance with the SODG in effect at the time of AGREEMENT renewal.

Either party may terminate the AGREEMENT without prejudice by providing a written notification at least thirty (30) days prior to the proposed termination date.

The Engineering Division will notify the Business Owner/Operator and/or the Property Owner in writing of any violation of the AGREEMENT or SODG and provide five (5) days

to correct the violation. Failure to comply within the five-day grace period will result in the issuance by the CITY of the herein stipulated 30-day written notice to terminate the AGREEMENT.

The AGREEMENT may be canceled at any time, with a 48-hour written notice, to the Business Owner/Operator and/or the Property Owner, for the purpose of correcting serious violations that affect the public health, safety, and general welfare. Reinstatement of the AGREEMENT, upon correction of the violations is at the sole discretion of the Public Works Director.

- IV. **Operating Hours:** The Business Owner/Operator and the Property Owner hereby agree to remove the outdoor dining furniture shown in Exhibit "A" by the end of each business day and in no case shall leave such furniture outside between the hours of 2:00 a.m. to 6:00 a.m.
- V. **Disturbing Noise:** The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to ensure that the level of noise associated with the outdoor dining does not disturb the right to quiet enjoyment of the neighboring properties, residents and businesses.
- VI. **Maintenance and Trash Clean-Up:** The Business Owner/Operator and the Property Owner shall maintain at all times the outdoor dining area, including pavement surfaces, clear of litter, food scraps, soiled dishes, grease, and gum.

At the close of business, the Business Owner/Operator and/or the Property Owner shall remove all trash and clean the area in and around the outdoor dining area.

The Business Owner/Operator and/or the Property Owner shall maintain all outdoor dining furniture in a clean, safe condition and in good repair at all times and will replace all furniture when faded, damaged, or worn out.

- VII. **Site Restoration:** The Business Owner/Operator or the Property Owner shall provide a refundable/transferable cash deposit in the amount of \$5/Square Foot to restore the outdoor dining area, within the public right-of-way, to its pre-installation condition. In the event the restoration deposit and right to AGREEMENT is not transferred to a new Business Owner/Operator upon termination of this AGREEMENT, Business Owner/Operator or the Property Owner will, within 14 days of the termination of this AGREEMENT, remove all improvements installed by the Business Owner/Operator or the Property Owner and the area as shown on Exhibit "A" is to be restored to its pre-installation condition. If improvements are not removed after 14 days after termination of the AGREEMENT, the CITY will restore the outdoor dining area to its pre-installation condition and deduct all expenses from the cash deposit prior to refunding any unused balance.
- VIII. **Notices:** All notices and written communications sent by one party to the other shall be personally delivered, emailed, overnight delivery, or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

To: City
Public Works Director
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832

To: Business Owner/Operator
Lawrence Houser
C/O Bourbon Street Bar & Grill
110 E Commonwealth Ave
Fullerton, CA 92832

To: Property Owner
Brian Williams
110 E Commonwealth Ave
Fullerton, CA 92832

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service or overnight delivery, date sent if by email or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

Either party may change its address by giving notice in writing, or email, to the other party. Business Owner/Operator assumes all risk of loss if payments or correspondence is made by mail.

- IX. **Insurance:** BUSINESS OWNER shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BUSINESS OWNER'S use of the CITY premises. BUSINESS OWNER shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section #IX or the extent to which BUSINESS OWNER may be held responsible for payments of damages to persons or property.

Minimum Scope and Limits of Insurance

- a. Commercial General Liability Insurance. BUSINESS OWNER shall provide commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- b. Liquor Liability. BUSINESS OWNER shall provide a liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- c. Workers' Compensation. BUSINESS OWNER shall provide workers' compensation insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.
- b. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought, or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than A, Class VII. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if BUSINESS OWNER provides evidence of the requisite need to the sole satisfaction of the CITY.

Verification of Coverage

BUSINESS OWNER shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents, and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, BUSINESS OWNER shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before BUSINESS OWNER uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

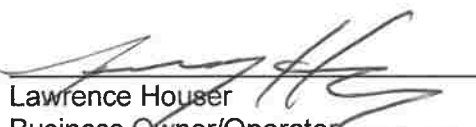
INDEMNIFICATION CLAUSE

The Business Owner/Operator and Property Owner agree to the following indemnification clause:

INSERT NAME OF BUSINESS OWNER – Person and Entity, (Business Owner/Operator) Lawrence Houser and INSERT NAME OR PROPERTY OWNER (Property Owner) Houser & Shahan Inc agree to defend, indemnify, and hold harmless the CITY, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Business Owner/Operator and/or Property Owner or those of any of its officers, agents, or employees, whether such act is authorized by this agreement or not; and Business Owner/Operator and/or Property Owner shall pay for any and all damage to the property of the CITY, or loss or theft of such property, done or caused by such persons. CITY assumes no responsibility whatsoever for any property placed on the premises. Business Owner/Operator and/or Property Owner further agree to waive all rights of subrogation against CITY. The provisions of the Article do not apply to any damage or loss caused solely by the negligence of the CITY or any of its agents or employees.

- X. **Transferability:** This AGREEMENT for outdoor dining is transferable at the discretion of the CITY.
- XI. **Amendments:** All modifications to this AGREEMENT must be in writing and approved by the Public Works Director or Its designee.

Signatures of Business Owner/Operator and the Property Owner must be acknowledged before a Notary Public.


Lawrence Houser
Business Owner/Operator
Bourbon Street Bar & Grill

9/8/23
Date


Brian Williams
Property Owner
110 E Commonwealth Ave
Fullerton, CA 92832

9/8/23
Date

SEE ATTACHED NOTARY CERTIFICATE

SEE ATTACHED NOTARY CERTIFICATE

City of Fullerton
A municipal corporation

Recommended:


ACTING Stephen Bise – City Engineer/
Asst. Public Works Director
DAVID GRANTHAM

9/21/2023
Date

Approved:


Raul Godinez – Public Work Director
STEPHEN BISE

9/22/23
Date

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On September 8, 2023 before me, Ashley Isabell Castaneda, notary public
(insert name and title of the officer)

personally appeared Brian Williams,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On September 8, 2023 before me, Ashley Isabell Castaneda, notary public
(insert name and title of the officer)

personally appeared Lawrence Hansever,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT “A”

(Need diagram of layout of area and furnishings with dimensions)

(Any pictures of area and type of furnishings)

SCALE: $1/8" = 1'-0"$

CITY RESTRICTIONS/CONDITIONS:

1. MAXIMUM OCCUPANCY SHALL BE LIMITED TO 1 PERSON PER 15 S.F., WHICH EQUATES TO A MAXIMUM OF 36 PERSONS IN THE PUBLIC RIGHT-OF-WAY PATIO. THE PRIVATE PATIOS OCCUPANCY SHALL BE CALCULATED SEPARATELY.
2. MAXIMUM OCCUPANCY SHALL BE LIMITED TO THE NUMBER OF TABLE SEATS, BUT SHALL NOT EXCEED THE 1:15 OCCUPANCY (ABOVE).
3. PATIO SPACE SHALL BE PROVIDED FOR THE PURPOSE OF SIT-DOWN DINING.
4. TABLES AND CHAIRS SHALL REMAIN IN PLACE DURING ALL TIMES THE PATIO IS IN USE.
5. THE PATIO SHALL BE MONITORED BY AN EMPLOYEE AT ALL TIMES ALCOHOL IS PRESENT ON THE PATIO. ALCOHOL SERVICE WITHOUT SUPERVISION SHALL BE PROHIBITED.
6. ACTIVITIES IN THE PATIO SHALL NOT CREATE CONGESTION OR LOITERING IN THE PUBLIC RIGHT-OF-WAY.

SITE PLAN KEYNOTES

- 1 EXISTING TRASH ENCLOSURE.
- 2 EXISTING PARKING AREA.
- 3 EXISTING COLUMNS TO REMAIN.
- 4 EXISTING STAIRWAY TO BE WIDENED.
- 5 EXISTING PATIO AREA.
- 6 EXISTING LANDSCAPE AREA.
- 7 EXISTING ELEVATOR ENCLOSURE.
- 8 EXISTING RAMP - CONTRACTOR TO VERIFY 1:12 SLOPE.
- 9 CONTRACTOR SHALL VERIFY A CONTINUOUS PATHWAY 48" MINIMUM WIDE WITH NO STEP HIGHER THAN 1/2" TO PUBLIC WAY.
- 10 CLEAR AND LEVEL LANDING.
- 11 EXISTING RAILING.
- 12 PROPOSED GATE.
- 13 (E) TREE WELL W/ AT GRADE PLANTER GRATE, TYP.
- 14 NOT USED.
- 15 (E) LIGHT POLE TO REMAIN.
- 16 EXISTING BELOW GRADE WATER METER TO REMAIN.
- 17 (E) SPRINKLER RISER TO REMAIN. 2" RP B/F
- 18 EXISTING BELOW GRADE GAS METER TO REMAIN.
- 19 (E) BOLLARDS (3) TO BE REMOVED
- 20 NEW HANDRAIL. SEE DET. 1/SP-1.
- 21 (E) TRANSFORMER.
- 22 EXISTING STEPS AND HANDRAILS TO REMAIN.
- 23 REMOVABLE/ROTATING FENCE PANEL OVER TREE GRATES
- 24 6" DCDA
- 25 (E) ELECTRICAL VAULT

Red Rod : Dynabolt Sleeve Anchor- 3/8" - depth 1-1/2 : $f'_c = 2000$ PSI Tension 1,620lbs & Shear 2,560lbs

12 PROPOSED GATE - ALL GATES Swing INWARD, Into patio, to Open - w/Pin Locking

0303
Woburn, MA
SPECIAL AGENT
CITY OF WOBURN
1000 STATE ST
WOBURN, MA 01801
Tel: 781-236-7000
Fax: 781-236-7000
E-mail: info@woburnma.gov
Web: www.woburnma.gov
City of Woburn
Community Development Department
1000 State Street
Woburn, MA 01801

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

* \$ R 0 0 1 4 2 1 2 5 6 6 \$ *

2023000039911 11:11 am 02/22/23

371 NC-5 A12 9

0.00 0.00 0.00 0.00 24.00 0.00 0.000.000.00 0.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The City Fullerton
303 West Commonwealth
Fullerton, CA 92832
Attention: City Clerk

Exempt from Recording Fee
Pursuant to Government Code Section 27383

Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

APN: 032-232-25
FULL [] PORTION [X]

(Space above this line for Recorder's use)

STANDARD OUTDOOR DINING IN THE PUBLIC RIGHT OF WAY ENCROACHMENT AGREEMENT

By and Between
The City of Fullerton
and

Yido Coffee Fullerton (Made coffee) d.b.a. Bo Mi Kim
and
Parking Building LLC

I. **Purpose:** This Agreement is to permit private outdoor dining on public right-of-way and/or public property as shown on Exhibit "A".

II. **Lease Fee:**

Business Owner/Operator and/or the Property Owner understand that there is an applicable monthly lease rate in association with this AGREEMENT. The monthly lease fee will be \$0 per month or (\$0 per year) as established in the Standard Outdoor Dining Guidelines (SODG) and approved by Council; rates/fees are subject to change. The first lease fee will be due and payable upon execution of the AGREEMENT and future payments will be due and payable the first day of every month thereafter for the duration of the AGREEMENT and any subsequent renewals.

If alcohol is to be served within the outdoor dining area, a liquor license is required, and a copy must be on file with the City of Fullerton Engineering Division as well as visibly posted on site at the business location at all times.

III. **Term and Enforcement:** The term of this AGREEMENT is twelve (12) months from the date of execution by the CITY's Public Works Director and will continue on a year-to-year basis subject to timely payment of all applicable fees, and in accordance with the SODG in effect at the time of AGREEMENT renewal.

Either party may terminate the AGREEMENT without prejudice by providing a written notification at least thirty (30) days prior to the proposed termination date.

IT
9P
NF

The Engineering Division will notify the Business Owner/Operator and/or the Property Owner in writing of any violation of the AGREEMENT or SODG and provide five (5) days to correct the violation. Failure to comply within the five-day grace period will result in the issuance by the CITY of the herein stipulated 30-day written notice to terminate the AGREEMENT.

The AGREEMENT may be canceled at any time, with a 48-hour written notice, to the Business Owner/Operator and/or the Property Owner, for the purpose of correcting serious violations that affect the public health, safety, and general welfare. Reinstatement of the AGREEMENT, upon correction of the violations is at the sole discretion of the Public Works Director.

- IV. **Operating Hours:** The Business Owner/Operator and the Property Owner hereby agree to remove the outdoor dining furniture shown in Exhibit "A" by the end of each business day and in no case shall leave such furniture outside between the hours of 2:00 a.m. to 6:00 a.m.
- V. **Disturbing Noise:** The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to ensure that the level of noise associated with the outdoor dining does not disturb the right to quiet enjoyment of the neighboring properties, residents and businesses.
- VI. **Maintenance and Trash Clean-Up:** The Business Owner/Operator and the Property Owner shall maintain at all times the outdoor dining area, including pavement surfaces, clear of litter, food scraps, soiled dishes, grease, and gum.

At the close of business, the Business Owner/Operator and/or the Property Owner shall remove all trash and clean the area in and around the outdoor dining area.

The Business Owner/Operator and/or the Property Owner shall maintain all outdoor dining furniture in a clean, safe condition and in good repair at all times and will replace all furniture when faded, damaged, or worn out.

- VII. **Site Restoration:** The Business Owner/Operator or the Property Owner shall provide a refundable/transferable cash deposit in the amount of \$0/Square Foot to restore the outdoor dining area, within the public right-of-way, to its pre-installation condition. In the event the restoration deposit and right to AGREEMENT is not transferred to a new Business Owner/Operator upon termination of this AGREEMENT, Business Owner/Operator or the Property Owner will, within 14 days of the termination of this AGREEMENT, remove all improvements installed by the Business Owner/Operator or the Property Owner and the area as shown on Exhibit "A" is to be restored to its pre-installation condition. If improvements are not removed after 14 days after termination of the AGREEMENT, the CITY will restore the outdoor dining area to its pre-installation condition and deduct all expenses from the cash deposit prior to refunding any unused balance.
- VIII. **Notices:** All notices and written communications sent by one party to the other shall be personally delivered, emailed, overnight delivery, or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

To: City
Public Works Director
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832

To: Business Owner/Operator
Bo Mi Kim
Yido Coffee Fullerton (Made Coffee)
107 W Amerige Ave
Fullerton, CA, 92832

To: Property Owner
Parking Building LLC
120 W 5th Street #210
Santa Ana, CA, 92701

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service or overnight delivery, date sent if by email or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

Either party may change its address by giving notice in writing, or email, to the other party. Business Owner/Operator assumes all risk of loss if payments or correspondence is made by mail.

- IX. **Insurance:** BUSINESS OWNER shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BUSINESS OWNER'S use of the CITY premises. BUSINESS OWNER shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section #IX or the extent to which BUSINESS OWNER may be held responsible for payments of damages to persons or property.

Minimum Scope and Limits of Insurance

- a. Commercial General Liability Insurance. BUSINESS OWNER shall provide commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- b. Liquor Liability. BUSINESS OWNER shall provide a liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- c. Workers' Compensation. BUSINESS OWNER shall provide workers' compensation insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.
- b. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought, or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than A, Class VII. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if BUSINESS OWNER provides evidence of the requisite need to the sole satisfaction of the CITY.

Verification of Coverage

BUSINESS OWNER shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents, and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, BUSINESS OWNER shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before BUSINESS OWNER uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

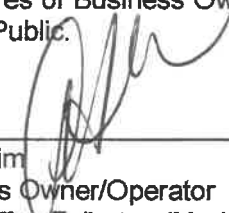
INDEMNIFICATION CLAUSE

The Business Owner/Operator and Property Owner agree to the following indemnification clause:

INSERT NAME OF BUSINESS OWNER - Person and Entity, (Business Owner/Operator) Bo Mi Kim and INSERT NAME OR Robert Parker PROPERTY OWNER (Property Owner) agree to defend, indemnify, and hold harmless the CITY, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Business Owner/Operator and/or Property Owner or those of any of its officers, agents, or employees, whether such act is authorized by this agreement or not; and Business Owner/Operator and/or Property Owner shall pay for any and all damage to the property of the CITY, or loss or theft of such property, done or caused by such persons. CITY assumes no responsibility whatsoever for any property placed on the premises. Business Owner/Operator and/or Property Owner further agree to waive all rights of subrogation against CITY. The provisions of the Article do not apply to any damage or loss caused solely by the negligence of the CITY or any of its agents or employees.

- X. **Transferability:** This AGREEMENT for outdoor dining is transferable at the discretion of the CITY.
- XI. **Amendments:** All modifications to this AGREEMENT must be in writing and approved by the Public Works Director or its designee.

Signatures of Business Owner/Operator and the Property Owner must be acknowledged before a Notary Public.


Bo Mi Kim
Business Owner/Operator
Yido Coffee Fullerton (Made coffee)

01/11/2023
Date


Parking Building LLC
Property Owner
107 W Amerige Ave, Fullerton CA

01/31/2023
Date

City of Fullerton

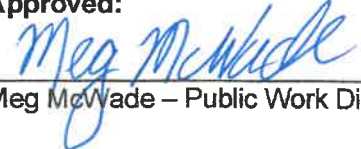
A municipal corporation

Recommended:


Stephen Bise - City Engineer/
Asst. Public Works Director

2/14/23
Date

Approved:


Meg McVade - Public Work Director Date

2-14-2023

ACKNOWLEDGMENT
(Business Owner/Operator)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

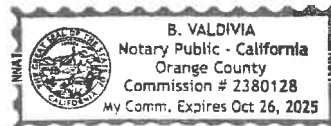
County of Orange

On 01/11/2023 before me, B. Valdivia Notary Public, personally appeared Bo mi kim, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ACKNOWLEDGMENT
(Property Owner)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 01/31/2023 before me, Daiki Ochoa Espinosa - Public, personally appeared Robert Alan Parker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



EXHIBIT "A"

Site plan showing existing and proposed building footprints, parking areas, and landscaping. The plan includes labels for 'EXISTING BUILDING', 'PROPOSED OUTDOOR DINING AREA', 'EXISTING SIDE WALK', 'EXISTING CURB AND GUTTER', 'EXISTING TREE', 'EXISTING MAIN ENTRANCE', 'EXISTING DOOR', 'ALLEY', and 'EXISTING SIDE WALK'. Dimensions for various areas and clearances are provided.

1
Ct. 9

SITE PLAN
Scale: 3/8"=1'-0"

107 W AMERIGE AVE,
FULLERTON, CA 92832

84 ONE DEERCH 571400
511 KORTBAVEN AVE
GRUNVALDE, GA 39024
rodger@w-Edmund.com
770.233.8334

BLOC

PAINTING / REVISIONS

This Document is the property of BILCO CORP.
ST0002 and is to be used only in connection with the
project named herein. If reproduction, in whole or in
part, shall be required only with the express written or
verbal permission. Drawing printed on sheets are not
to be original data drawing which is 36" by 24"
includes 3000 x 8100 SECTION & R0000

SITE PLAN

AS SHOWN
C1.0

PRELIMINARY FOR CONSTRUCTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2023

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 have ADDITIONAL INSURED provisions or 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).

PRODUCERYoun Jin(293632N)
2300 W Olympic Blvd Ste 204

Los Angeles CA 90006-2066

CONTACT NAME:**PHONE**
(A/C, NO, EXT): 213-387-1887**FAX**
(A/C, NO): 213-387-1885**E-MAIL ADDRESS:** yjin1@farmersagent.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Truck Insurance Exchange

21709

INSURER B: Farmers Insurance Exchange

21652

INSURER C: Mid Century Insurance Company

21687

INSURER D:**INSURER E:****INSURER F:****INSURED**YIDO COFFEE FULLERTON INC DBA
107 W AMERIGE AVE

FULLERTON CA 92832

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	607008145	09/13/2022	09/13/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY		N				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
107 W AMERIGE AVE, FULLERTON, CA 92832

CERTIFICATE HOLDERCity of Fullerton
303 W. Commonwealth Av
Fullerton, CA 9283**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

Hugh Nguyen
Orange County Clerk-Recorder
601 N. Ross Street
Santa Ana, CA 92701

County

Finalization: 20230000046719
2/22/23 11:11 am
371 NC-5

Item	Title	Count
1	Al2	1
Agreement		
Document ID		Amount

DOC# 2023000039911 31.00
Time Recorded 11:11 am

Total	0.00
Payment Type	Amount

NO FEE	31.00
Amount Due	0.00

THANK YOU
PLEASE RETAIN THIS RECEIPT
FOR YOUR RECORDS

www.ocrecorder.com



371

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

* \$ R 0 0 1 4 8 4 5 0 9 3 \$ *

2024000063931 10:42 am 03/20/24

371 NC-5 A12 8
0.00 0.00 0.00 0.00 21.00 0.00 0.000.000.00 0.00

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

The City Fullerton
303 West Commonwealth
Fullerton, CA 92832
Attention: City Clerk

Exempt from Recording Fee
Pursuant to Government Code Section 27383

Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

IT
SP
NF

APN: 032-232-21
FULL [] PORTION [X]

(Space above this line for Recorder's use)

**STANDARD OUTDOOR DINING IN THE PUBLIC RIGHT OF WAY
ENCROACHMENT AGREEMENT**

**By and Between
The City of Fullerton
and
Rialto Cafe d.b.a. Leslie Morter**

I. **Purpose:** This Agreement is to permit private outdoor dining on public right-of-way and/or public property as shown on Exhibit "A".

II. **Lease Fee:**

Business Owner/Operator and/or the Property Owner understand that there is an applicable monthly lease rate in association with this AGREEMENT. The monthly lease fee will be _____ per month or (_____ per year) as established in the Standard Outdoor Dining Guidelines (SODG) and approved by Council; rates/fees are subject to change. The first lease fee will be due and payable upon execution of the AGREEMENT and future payments will be due and payable the first day of every month thereafter for the duration of the AGREEMENT and any subsequent renewals.

If alcohol is to be served within the outdoor dining area, a liquor license is required, and a copy must be on file with the City of Fullerton Engineering Division as well as visibly posted on site at the business location at all times.

III. **Term and Enforcement:** The term of this AGREEMENT is twelve (12) months from the date of execution by the CITY's Public Works Director and will continue on a year-to-year basis subject to timely payment of all applicable fees, and in accordance with the SODG in effect at the time of AGREEMENT renewal.

Either party may terminate the AGREEMENT without prejudice by providing a written notification at least thirty (30) days prior to the proposed termination date.

The Engineering Division will notify the Business Owner/Operator and/or the Property Owner in writing of any violation of the AGREEMENT or SODG and provide five (5) days

to correct the violation. Failure to comply within the five-day grace period will result in the issuance by the CITY of the herein stipulated 30-day written notice to terminate the AGREEMENT.

The AGREEMENT may be canceled at any time, with a 48-hour written notice, to the Business Owner/Operator and/or the Property Owner, for the purpose of correcting serious violations that affect the public health, safety, and general welfare. Reinstatement of the AGREEMENT, upon correction of the violations is at the sole discretion of the Public Works Director.

- IV. **Operating Hours:** The Business Owner/Operator and the Property Owner hereby agree to remove the outdoor dining furniture shown in Exhibit "A" by the end of each business day and in no case shall leave such furniture outside between the hours of 2:00 a.m. to 6:00 a.m.
- V. **Disturbing Noise:** The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to ensure that the level of noise associated with the outdoor dining does not disturb the right to quiet enjoyment of the neighboring properties, residents and businesses.
- VI. **Maintenance and Trash Clean-Up:** The Business Owner/Operator shall maintain at all times the outdoor dining area, including pavement surfaces, clear of litter, food scraps, soiled dishes, grease, and gum.

At the close of business, the Business Owner/Operator shall remove all trash and clean the area in and around the outdoor dining area.

The Business Owner/Operator shall maintain all outdoor dining furniture in a clean, safe condition and in good repair at all times and will replace all furniture when faded, damaged, or worn out.

- VII. **Site Restoration:** The Business Owner/Operator shall provide a refundable/transferable cash deposit in the amount of \$0/Square Foot to restore the outdoor dining area, within the public right-of-way, to its pre-installation condition. In the event the restoration deposit and right to AGREEMENT is not transferred to a new Business Owner/Operator upon termination of this AGREEMENT, Business Owner/Operator or the Property Owner will, within 14 days of the termination of this AGREEMENT, remove all improvements installed by the Business Owner/Operator or the Property Owner and the area as shown on Exhibit "A" is to be restored to its pre-installation condition. If improvements are not removed after 14 days after termination of the AGREEMENT, the CITY will restore the outdoor dining area to its pre-installation condition and deduct all expenses from the cash deposit prior to refunding any unused balance.
- VIII. **Notices:** All notices and written communications sent by one party to the other shall be personally delivered, emailed, overnight delivery, or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

To: City
Public Works Director
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832

To: Business Owner/Operator
Leslie Mortrer
Rialto Cafe
108 W Wilshire Ave
Fullerton, CA, 92832

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service or overnight delivery, date sent if by email or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

Either party may change its address by giving notice in writing, or email, to the other party. Business Owner/Operator assumes all risk of loss if payments or correspondence is made by mail.

- IX. **Insurance:** BUSINESS OWNER shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BUSINESS OWNER'S use of the CITY premises. BUSINESS OWNER shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section #IX or the extent to which BUSINESS OWNER may be held responsible for payments of damages to persons or property.

Minimum Scope and Limits of Insurance

- a. Commercial General Liability Insurance. BUSINESS OWNER shall provide commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- b. Liquor Liability. BUSINESS OWNER shall provide a liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- c. Workers' Compensation. BUSINESS OWNER shall provide workers' compensation insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.
- b. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought, or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than A, Class VII. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if BUSINESS OWNER provides evidence of the requisite need to the sole satisfaction of the CITY.

Verification of Coverage

BUSINESS OWNER shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents, and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, BUSINESS OWNER shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before BUSINESS OWNER uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

INDEMNIFICATION CLAUSE

The Business Owner/Operator and Property Owner agree to the following indemnification clause:

INSERT NAME OF BUSINESS OWNER – Person and Entity, (Business Owner/Operator) Leslie Morter and INSERT NAME OR PROPERTY OWNER (Property Owner) Steve Brown agree to defend, indemnify, and hold harmless the CITY, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Business Owner/Operator and/or Property Owner or those of any of its officers, agents, or employees, whether such act is authorized by this agreement or not; and Business Owner/Operator and/or Property Owner shall pay for any and all damage to the property of the CITY, or loss or theft of such property, done or caused by such persons. CITY assumes no responsibility whatsoever for any property placed on the premises. Business Owner/Operator and/or Property Owner further agree to waive all rights of subrogation against CITY. The provisions of the Article do not apply to any damage or loss caused solely by the negligence of the CITY or any of its agents or employees.

Transferability: This AGREEMENT for outdoor dining is transferable at the discretion of the CITY.

Amendments: All modifications to this AGREEMENT must be in writing and approved by the Public Works Director or its designee.

Signatures of Business Owner/Operator and the Property Owner must be acknowledged before a Notary Public.

 3/8/2024

Leslie Morter aka Leslie Kay Morter Date
Business Owner/Operator

Rialto Café

See Attached
California Notary Certificate

City of Fullerton
A municipal corporation

Recommended:

Approved:

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of OrangeOn March 08, 2024 before me, Ma. Teresa M. Crespin, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared LESLIE KAY MORTER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Ma. Teresa M. Crespin

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Indemnification ClauseDocument Date: Signed 03-08-2024 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

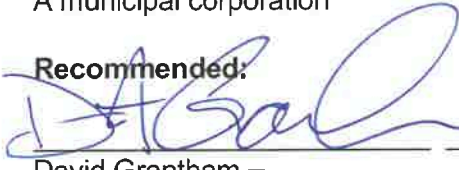
☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

City of Fullerton

A municipal corporation

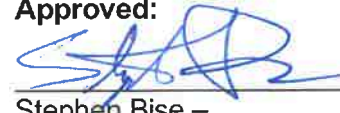
Recommended:

 3/19/2024

David Grantham –
City Engineer

Date

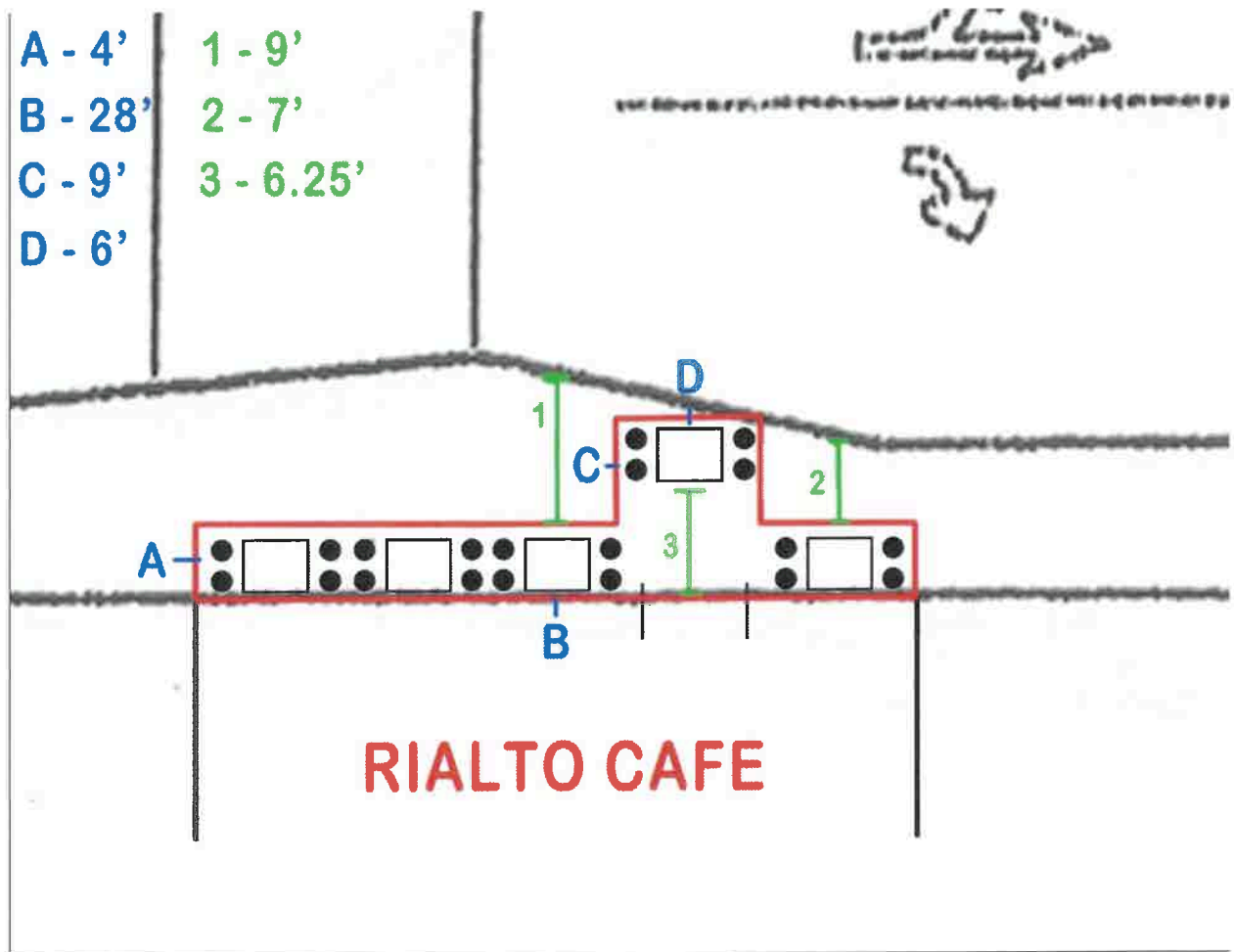
Approved:

 3/19/24

Stephen Bise –
Public Works Director

Date

EXHIBIT "A"



Hugh Nguyen
Orange County Clerk-Recorder
601 N. Ross Street
Santa Ana, CA 92701

County

Finalization: 20240000073552
3/20/24 10:41 am
371 NC-5

Item	Title	Count
1	N12	1
Notice of Completion		
Document ID		Amount

DOC# 2024000063929	7.00
Time Recorded 10:41 am	

2	N12	1
Notice of Completion		
Document ID		Amount

DOC# 2024000063930	7.00
Time Recorded 10:41 am	

3	A12	1
Agreement		
Document ID		Amount

DOC# 2024000063931	28.00	
Time Recorded 10:42 am		

Total		0.00
Payment Type		Amount

NO FEE	42.00
Amount Due	0.00

THANK YOU
PLEASE RETAIN THIS RECEIPT
FOR YOUR RECORDS

www.ocrecorder.com



Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The City Fullerton
303 West Commonwealth
Fullerton, CA 92832
Attention: City Clerk

2024000188289 11:32 am 07/24/24

371 NC-5 A12 7

0.00 0.00 0.00 0.00 18.00 0.00 0.000.000.00 0.00

IT
7P
NF

Exempt from Recording Fee
Pursuant to Government Code Section 27383

Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

APN:032-232-08
FULL [] PORTION [X]

(Space above this line for Recorder's use)

STANDARD OUTDOOR DINING IN THE PUBLIC RIGHT OF WAY ENCROACHMENT AGREEMENT

By and Between
The City of Fullerton
and
Pilgrims Cafe JD Tomes LLC
and
124 Wilshire LLC

- I. **Purpose:** This Agreement is to permit private outdoor dining on public right-of-way and/or public property as shown on Exhibit "A".

II. **Lease Fee:**

Business Owner/Operator and/or the Property Owner understand that there is an applicable monthly lease rate in association with this AGREEMENT. The monthly lease fee will be \$0 per month or (\$0 per year) as established in the Standard Outdoor Dining Guidelines (SODG) and approved by Council; rates/fees are subject to change. The first lease fee will be due and payable upon execution of the AGREEMENT and future payments will be due and payable the first day of every month thereafter for the duration of the AGREEMENT and any subsequent renewals.

If alcohol is to be served within the outdoor dining area, a liquor license is required, and a copy must be on file with the City of Fullerton Engineering Division as well as visibly posted on site at the business location at all times.

- III. **Term and Enforcement:** The term of this AGREEMENT is twelve (12) months from the date of execution by the CITY's Public Works Director and will continue on a year-to-year basis subject to timely payment of all applicable fees, and in accordance with the SODG in effect at the time of AGREEMENT renewal.

Either party may terminate the AGREEMENT without prejudice by providing a written notification at least thirty (30) days prior to the proposed termination date.

The Engineering Division will notify the Business Owner/Operator and/or the Property Owner in writing of any violation of the AGREEMENT or SODG and provide five (5) days to correct the violation. Failure to comply within the five-day grace period will result in the issuance by the CITY of the herein stipulated 30-day written notice to terminate the AGREEMENT.

The AGREEMENT may be canceled at any time, with a 48-hour written notice, to the Business Owner/Operator and/or the Property Owner, for the purpose of correcting serious violations that affect the public health, safety, and general welfare. Reinstatement of the AGREEMENT, upon correction of the violations is at the sole discretion of the Public Works Director.

- IV. **Operating Hours:** The Business Owner/Operator and the Property Owner hereby agree to remove the outdoor dining furniture shown in Exhibit "A" by the end of each business day and in no case shall leave such furniture outside between the hours of 2:00 a.m. to 6:00 a.m.
- V. **Disturbing Noise:** The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to ensure that the level of noise associated with the outdoor dining does not disturb the right to quiet enjoyment of the neighboring properties, residents, and businesses.
- VI. **Maintenance and Trash Clean-Up:** The Business Owner/Operator and the Property Owner shall maintain at all times the outdoor dining area, including pavement surfaces, clear of litter, food scraps, soiled dishes, grease, and gum.

At the close of business, the Business Owner/Operator and/or the Property Owner shall remove all trash and clean the area in and around the outdoor dining area.

The Business Owner/Operator and/or the Property Owner shall maintain all outdoor dining furniture in a clean, safe condition and in good repair at all times and will replace all furniture when faded, damaged, or worn out.

- VII. **Site Restoration:** The Business Owner/Operator or the Property Owner shall provide a refundable/transferable cash deposit in the amount of \$5/Square Foot to restore the outdoor dining area, within the public right-of-way, to its pre-installation condition. In the event the restoration deposit and right to AGREEMENT is not transferred to a new Business Owner/Operator upon termination of this AGREEMENT, Business Owner/Operator or the Property Owner will, within 14 days of the termination of this AGREEMENT, remove all improvements installed by the Business Owner/Operator or the Property Owner and the area as shown on Exhibit "A" is to be restored to its pre-installation condition. If improvements are not removed after 14 days after termination of the AGREEMENT, the CITY will restore the outdoor dining area to its pre-installation condition and deduct all expenses from the cash deposit prior to refunding any unused balance.
- VIII. **Notices:** All notices and written communications sent by one party to the other shall be personally delivered, emailed, overnight delivery, or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

To: City
Public Works Director
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832

**To: Business Owner/
Operator JEFF TOMES**
PILGRIMS CAFE
124 WISHIRE AVE A-1
FULLERTON,CA 92832

To: Property Owner 124
Wilsire LLC
110 E WALNUT AVE
FULLERTON< CA 92832

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service or overnight delivery, date sent if y email or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

Either party may change its address by giving notice in writing, or email, to the other party. Business Owner/Operator assumes all risk of loss if payments or correspondence is made by mail.

- IX. **Insurance:** BUSINESS OWNER shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BUSINESS OWNER'S use of the CITY premises. BUSINESS OWNER shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section #IX or the extent to which BUSINESS OWNER may be held responsible for payments of damages to persons or property.

Minimum Scope and Limits of Insurance

- a. **Commercial General Liability Insurance.** BUSINESS OWNER shall provide commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- b. **Liquor Liability.** BUSINESS OWNER shall provide a liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- c. **Workers' Compensation.** BUSINESS OWNER shall provide workers' compensation insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.
- b. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought, or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than A, Class VII. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if BUSINESS OWNER provides evidence of the requisite need to the sole satisfaction of the CITY.

Verification of Coverage

BUSINESS OWNER shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents, and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, BUSINESS OWNER shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before BUSINESS OWNER uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

INDEMNIFICATION CLAUSE

The Business Owner/Operator and Property Owner agree to the following indemnification clause:

INSERT NAME OF BUSINESS OWNER – Person and Entity, (Business Owner/Operator) JEFF TOMES JD TOMES LLC and INSERT NAME OR PROPERTY OWNER (Property Owner) 124 WILSHIRE LLC agree to defend, indemnify, and hold harmless the CITY, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Business Owner/Operator and/or Property Owner or those of any of its officers, agents, or employees, whether such act is authorized by this agreement or not; and Business Owner/Operator and/or Property Owner shall pay for any and all damage to the property of the CITY, or loss or theft of such property, done or caused by such persons. CITY assumes no responsibility whatsoever for any property placed on the premises. Business Owner/Operator and/or Property Owner further agree to waive all rights of subrogation against CITY. The provisions of the Article do not apply to any damage or loss caused solely by the negligence of the CITY or any of its agents or employees.

- X. **Transferability:** This AGREEMENT for outdoor dining is transferable at the discretion of the CITY.
- XI. **Amendments:** All modifications to this AGREEMENT must be in writing and approved by the Public Works Director or Its designee.

Signatures of Business Owner/Operator and the Property Owner must be acknowledged before a Notary Public.


JEFF TOMES
Business Owner/Operator
NAME OF BUSINESS
PILGRIMS CAFE
aka Paul Jeffrey Tomes

7/12/24
Date 06/


TONY BUSHALA
NAME OF PERSON
Property Owner
124 Wilshire Ave A-1 Fullerton, Ca 92832

7-1-24
Date 06/ 15

City of Fullerton

A municipal corporation

Recommended:


7/15/24 David Grantham – City
Engineer Date

Approved:


7/15/24 Stephen Bise – Public Work Director Date

PICARD'S
Coffee House

124 W. WILSHIRE AVE.
A-1

EXHIBIT A

DOOR

WINDOW

WINDOW

4'

15'

TABLE, CHAIR AREA 60sq'

SIDEWALK

7' to CURB

ACKNOWLEDGMENT
(Property Owner)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

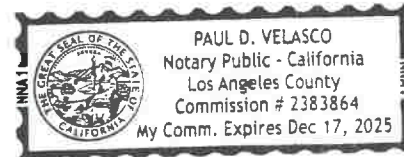
State of California
County of Los Angeles

On 7-1-2024 before me, Paul D. Velasco, personally appeared TONY BUSHALA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ACKNOWLEDGMENT
(Business Owner/Operator)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 7-12-2024 before me, Kathryn Marie Berumen, personally appeared Paul Jeffrey Tomes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



**THE CITY OF FULLERTON**

RECORDING REQUESTED BY:
THE CITY OF FULLERTON
 AND WHEN RECORDED MAIL TO:
 The City of Fullerton
 303 West Commonwealth
 Fullerton, CA 92832
 Attention: City Clerk

Recorded in Official Records, Orange County
 Hugh Nguyen, Clerk-Recorder

**\$12.00**

* \$ R 0 0 1 5 6 9 1 3 5 0 \$ *

2025000198834 10:53 am 07/16/25

486 NCOUNTY5 T01 1

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

(THIS SPACE IS FOR RECORDER'S USE ONLY)

**NOTICE OF TERMINATION
 ENCROACHMENT MAINTENANCE AND REMOVAL AGREEMENT**

IT
 IP
 NEB
 NFF

ADDRESS:

128-C WEST WILSHIRE
 AVE. FULLERTON CA,
 92832

ASSESSOR'S PARCEL NUMBER:

032-232-07

ENCROACHMENT NUMBER:

ENC#429

Notice is hereby given this 16th day of July, 2025, of the termination of that
 certain Encroachment Agreement between the City of Fullerton and:

Jinan Montecristo, Business Owner/Operator, Les Amis; which
 agreement was recorded in the Orange County Recorder's Office on the 20 day of November, 2024,
 in Document No. 2024000303917, of Official Records.

Said agreement affected outdoor dining on public right-of-way and/or public property
 which document is no longer of any force or effect.

THE CITY OF FULLERTON

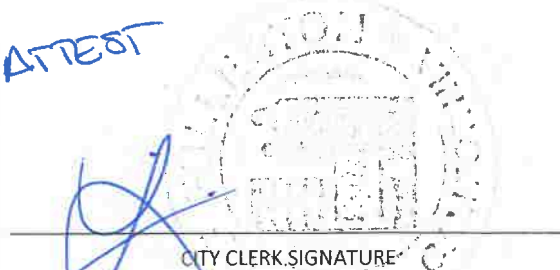
APPROVED:


 (CITY ENGINEER SIGNATURE)

DAVID GRANTHAM
 (PRINT NAME)

7/9/2025
 (DATE)

ATTEST


 CITY CLERK SIGNATURE

Lucinda Williams
 (PRINT NAME)

7/11/2025
 (DATE)

ENC #429

9

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The City Fullerton
303 West Commonwealth
Fullerton, CA 92832
Attention: City Clerk

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

* \$ R 0 0 1 5 2 6 1 8 2 5 \$ *

2024000303917 11:48 am 11/20/24

9 NC-5 A12 8

0.00 0.00 0.00 0.00 21.00 0.00 0.000.000.00 0.00

Exempt from Recording Fee
Pursuant to Government Code Section 27383

Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

APN: 032-232-07
use)
FULL [] PORTION [X]

(Space above this line for Recorder's

11
SP
NP

STANDARD OUTDOOR DINING IN THE PUBLIC RIGHT OF WAY
ENCROACHMENT AGREEMENT

By and Between
The City of Fullerton
and

Jinan Montecristo d.b.a. Les Amis (hereafter, Business Owner/Operator, Property owner)

I. **Purpose:** This Agreement is to permit private outdoor dining on public right-of-way and/or public property as shown on Exhibit "A".

II. **Lease Fee:**

Business Owner/Operator and/or the Property Owner understand that there is an applicable monthly lease rate in association with this AGREEMENT. The monthly lease fee will be \$1,757.88 per month or (\$21,094.56 per year) as established in the Standard Outdoor Dining Guidelines (SODG) and approved by Council; rates/fees are subject to change. The first lease fee will be due and payable upon execution of the AGREEMENT and future payments will be due and payable the first day of every month thereafter for the duration of the AGREEMENT and any subsequent renewals.

If alcohol is to be served within the outdoor dining area, a liquor license is required, and a copy must be on file with the City of Fullerton Engineering Division as well as visibly posted on site at the business location at all times.

III. **Term and Enforcement:** The term of this AGREEMENT is twelve (12) months from the date of execution by the CITY's Public Works Director and will continue on a year-to-year basis subject to timely payment of all applicable fees, and in accordance with the SODG in effect at the time of AGREEMENT renewal.

Either party may terminate the AGREEMENT without prejudice by providing a written notification at least thirty (30) days prior to the proposed termination date.

The Engineering Division will notify the Business Owner/Operator and/or the Property Owner in writing of any violation of the AGREEMENT or SODG and provide five (5) days

to correct the violation. Failure to comply within the five-day grace period will result in the issuance by the CITY of the herein stipulated 30-day written notice to terminate the AGREEMENT.

The AGREEMENT may be canceled at any time, with a 48-hour written notice, to the Business Owner/Operator and/or the Property Owner, for the purpose of correcting serious violations that affect the public health, safety, and general welfare. Reinstatement of the AGREEMENT, upon correction of the violations is at the sole discretion of the Public Works Director.

- IV. **Operating Hours:** The Business Owner/Operator and the Property Owner hereby agree to remove the outdoor dining furniture shown in Exhibit "A" by the end of each business day and in no case shall leave such furniture outside between the hours of 2:00 a.m. to 6:00 a.m.
- V. **Disturbing Noise:** The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to ensure that the level of noise associated with the outdoor dining does not disturb the right to quiet enjoyment of the neighboring properties, residents and businesses.
- VI. **Maintenance and Trash Clean-Up:** The Business Owner/Operator and the Property Owner shall maintain at all times the outdoor dining area, including pavement surfaces, clear of litter, food scraps, soiled dishes, grease, and gum.

At the close of business, the Business Owner/Operator and/or the Property Owner shall remove all trash and clean the area in and around the outdoor dining area.

The Business Owner/Operator and/or the Property Owner shall maintain all outdoor dining furniture in a clean, safe condition and in good repair at all times and will replace all furniture when faded, damaged, or worn out.

- VII. **Site Restoration:** The Business Owner/Operator or the Property Owner on May 10, 2016, made a refundable/transferable cash deposit in the amount of \$1,130 (113 L.F. of fencing at \$10/L.F.) to restore the public right-of-way to the pre-installation condition for fencing installed within the public right-of-way. Upon termination of this Agreement, unless otherwise agreed to by the City in writing, Business Owner/Operator or the Property Owner will, within 14 days of termination, remove all fencing and associated improvements installed by the Business Owner/Operator or the Property Owner in the Encroachment Area. If such improvements are not removed within 14 days of termination, the City will restore the site and deduct all expenses from the cash deposit prior to refunding any unused balance.
- VIII. **Notices:** All notices and written communications sent by one party to the other shall be personally delivered, emailed, overnight delivery, or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

To: City

Public Works Director
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832

**To: Business Owner/Operator,
Property Owner**

Jinan Montecristo
C/O Les Amis
128-C West Wilshire Ave
Fullerton Ca, 92832

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service or overnight delivery, date sent if by email or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

Either party may change its address by giving notice in writing, or email, to the other party. Business Owner/Operator assumes all risk of loss if payments or correspondence is made by mail.

- IX. **Insurance:** BUSINESS OWNER shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BUSINESS OWNER'S use of the CITY premises. BUSINESS OWNER shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section #IX or the extent to which BUSINESS OWNER may be held responsible for payments of damages to persons or property.

Minimum Scope and Limits of Insurance

- a. Commercial General Liability Insurance. BUSINESS OWNER shall provide commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- b. Liquor Liability. BUSINESS OWNER shall provide a liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- c. Workers' Compensation. BUSINESS OWNER shall provide workers' compensation insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.
- b. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought, or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than A, Class VII. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if BUSINESS OWNER provides evidence of the requisite need to the sole satisfaction of the CITY.

Verification of Coverage

BUSINESS OWNER shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents, and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, BUSINESS OWNER shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before BUSINESS OWNER uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

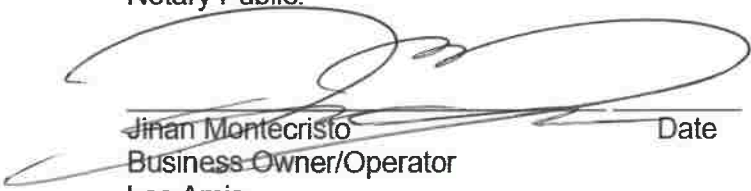
INDEMNIFICATION CLAUSE

The Business Owner/Operator and Property Owner agree to the following indemnification clause:

INSERT NAME OF BUSINESS OWNER – Person and Entity, (Business Owner/Operator) Jinan Montecristo and Jinan Montecristo OR PROPERTY OWNER (Property Owner) Jinan Montecristo agree to defend, indemnify, and hold harmless the CITY, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Business Owner/Operator and/or Property Owner or those of any of its officers, agents, or employees, whether such act is authorized by this agreement or not; and Business Owner/Operator and/or Property Owner shall pay for any and all damage to the property of the CITY, or loss or theft of such property, done or caused by such persons. CITY assumes no responsibility whatsoever for any property placed on the premises. Business Owner/Operator and/or Property Owner further agree to waive all rights of subrogation against CITY. The provisions of the Article do not apply to any damage or loss caused solely by the negligence of the CITY or any of its agents or employees.

- X. **Transferability**: This AGREEMENT for outdoor dining is transferable at the discretion of the CITY.
- XI. **Amendments**: All modifications to this AGREEMENT must be in writing and approved by the Public Works Director or Its designee.

Signatures of Business Owner/Operator and the Property Owner must be acknowledged before a Notary Public.


Jinan Montecristo
Business Owner/Operator
Les Amis
128-C West Wilshire Ave. APN 032-232-07

Date

11.12.24

City of Fullerton
A municipal corporation

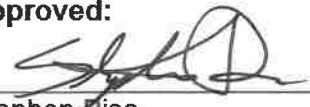
Recommended:


David Grantham – City Engineer/
Asst. Public Works Director

Date

11/14/2024

Approved:


Stephen Bise
Public Works Director

Date

11/15/24

ACKNOWLEDGMENT
(Business Owner/Operator)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On November 13, 2024 before me, Falemei Tuipulotu Liti, Notary Public, personally appeared Jinan Montecristo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ACKNOWLEDGMENT
(Property Owner)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On November 13, 2024 before me, Falemei Tuipulotu Liti, Notary Public, personally appeared Jinan Montecristo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

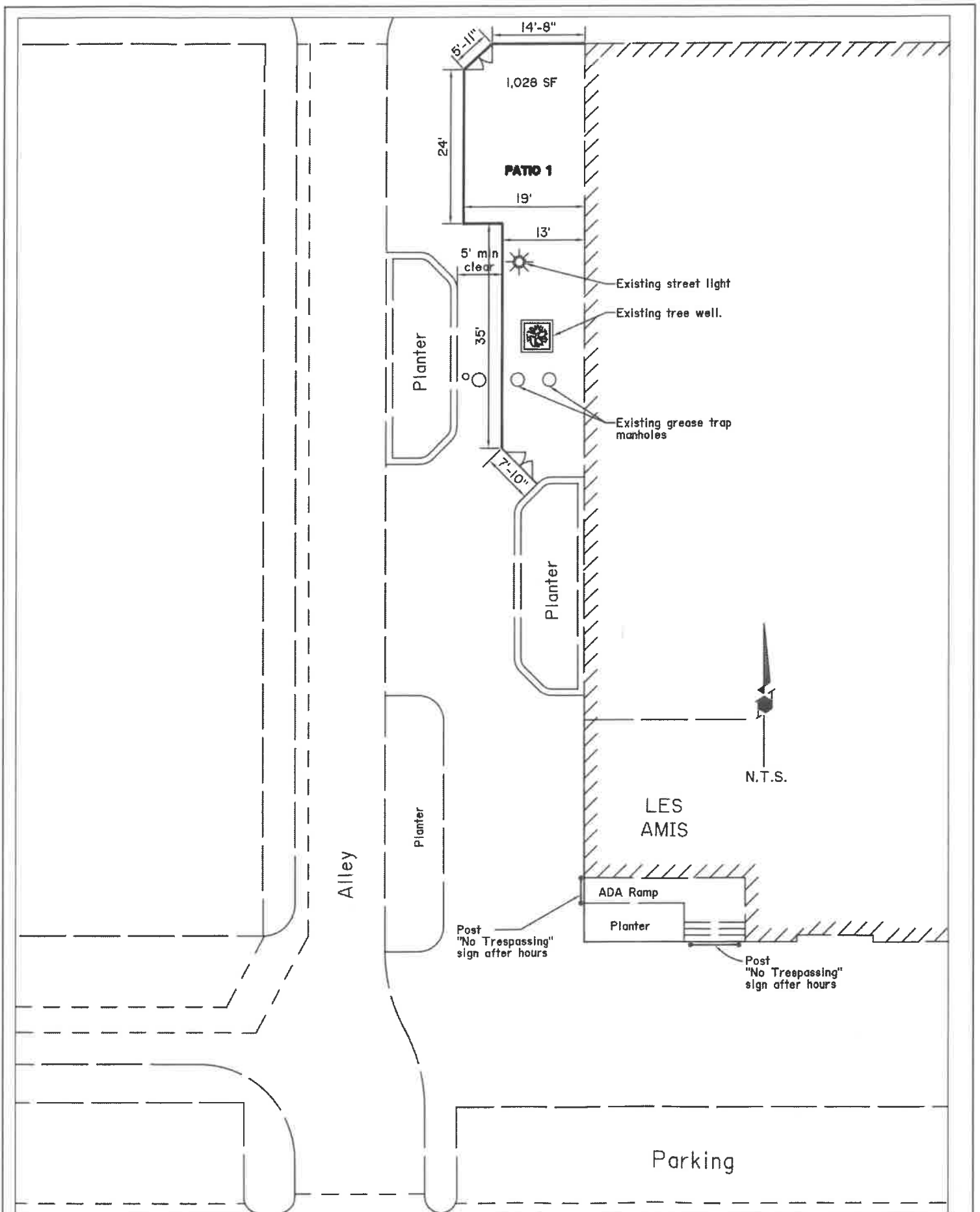
Signature [Signature] (Seal)



EXHIBIT “A”

(Need diagram of layout of area and furnishings with dimensions)

(Any pictures of area and type of furnishings)



128 W WILSHIRE AVE OUTDOOR DINING PATIO

EXHIBIT "A"

Hugh Nguyen
Orange County Clerk-Recorder
601 N. Ross Street
Santa Ana, CA 92701

County

Finalization: 20240000309547
11/6/24 9:56 am
9 NC-5

Item	Title	Count
1	A12	1
Agreement		
Document ID		Amount

DOC# 2024000289833		28.00
Time Recorded 9:56 am		

Total	0.00
-------	------

Payment Type	Amount
--------------	--------

NO FEE	28.00
Amount Due	0.00

THANK YOU
PLEASE RETAIN THIS RECEIPT
FOR YOUR RECORDS
www.ocrecorder.com




THE CITY OF FULLERTON

RECORDING REQUESTED BY:
THE CITY OF FULLERTON
 AND WHEN RECORDED MAIL TO:
 The City of Fullerton
 303 West Commonwealth
 Fullerton, CA 92832
 Attention: City Clerk

Recorded in Official Records, Orange County
 Hugh Nguyen, Clerk-Recorder



\$12.00

* \$ R 0 0 1 5 6 9 1 3 4 9 \$ *

2025000198833 10:53 am 07/16/25

486 NCOUNTY5 T01 1

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

(THIS SPACE IS FOR RECORDER'S USE ONLY)

**NOTICE OF TERMINATION
 ENCROACHMENT MAINTENANCE AND REMOVAL AGREEMENT**

TT
IP
RBB
NFF

ADDRESS:

128-C WEST WILSHIRE
 AVE. FULLERTON CA,
 92832

ASSESSOR'S PARCEL NUMBER:

032-232-07

ENCROACHMENT NUMBER:

ENC#430

Notice is hereby given this 16th day of July, 2025, of the termination of that certain Encroachment Agreement between the City of Fullerton and:

Jinan Montecristo, Business Owner/Operator, Les Amis; which agreement was recorded in the Orange County Recorder's Office on the 02 day of December, 2024, in Document No. 2024000312511, of Official Records.

Said agreement affected outdoor dining on public right-of-way and/or public property which document is no longer of any force or effect.

THE CITY OF FULLERTON

APPROVED:

(CITY ENGINEER SIGNATURE)

DAVID GRANTAM

(PRINT NAME)

7/9/2025

(DATE)

ATTEST

(CITY CLERK SIGNATURE)

Lucinda Williams

(PRINT NAME)

7/15/2025

(DATE)

ENC # 430

9

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

The City Fullerton
303 West Commonwealth
Fullerton, CA 92832
Attention: City Clerk

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

* \$ R 0 0 1 5 2 7 6 4 2 8 \$ *

2024000312511 11:39 am 12/02/24

9 NC-5 A12 8

0.00 0.00 0.00 0.00 21.00 0.00 0.000.000.00 0.00

Exempt from Recording Fee
Pursuant to Government Code Section 27383

Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

APN: 032-232-07
FULL [] PORTION [X]

(Space above this line for Recorder's use)

11
8/10
N/2

STANDARD OUTDOOR DINING IN THE PUBLIC RIGHT OF WAY
ENCROACHMENT AGREEMENT

By and Between
The City of Fullerton
and

Jinan Montecristo d.b.a. Les Amis (hereafter, Business Owner/Operator, Property Owner)

Purpose: This Agreement is to permit private outdoor dining on public right-of-way and/or public property as shown on Exhibit "A".

I. Lease Fee:

Business Owner/Operator and/or the Property Owner understand that there is an applicable monthly lease rate in association with this AGREEMENT. The monthly lease fee will be \$1,453.50 per month or (\$17,442.00 per year) as established in the Standard Outdoor Dining Guidelines (SODG) and approved by Council; rates/fees are subject to change. The first lease fee will be due and payable upon execution of the AGREEMENT and future payments will be due and payable the first day of every month thereafter for the duration of the AGREEMENT and any subsequent renewals.

If alcohol is to be served within the outdoor dining area, a liquor license is required, and a copy must be on file with the City of Fullerton Engineering Division as well as visibly posted on site at the business location at all times.

II. Term and Enforcement: The term of this AGREEMENT is twelve (12) months from the date of execution by the CITY's Public Works Director and will continue on a year-to-year basis subject to timely payment of all applicable fees, and in accordance with the SODG in effect at the time of AGREEMENT renewal.

Either party may terminate the AGREEMENT without prejudice by providing a written notification at least thirty (30) days prior to the proposed termination date.

The Engineering Division will notify the Business Owner/Operator and/or the Property Owner in writing of any violation of the AGREEMENT or SODG and provide five (5) days to correct the violation. Failure to comply within the five-day grace period will result in the issuance by the CITY of the herein stipulated 30-day written notice to terminate the AGREEMENT.

The AGREEMENT may be canceled at any time, with a 48-hour written notice, to the Business Owner/Operator and/or the Property Owner, for the purpose of correcting serious violations that affect the public health, safety, and general welfare. Reinstatement of the AGREEMENT, upon correction of the violations is at the sole discretion of the Public Works Director.

- III. **Operating Hours:** The Business Owner/Operator and the Property Owner hereby agree to remove the outdoor dining furniture shown in Exhibit "A" by the end of each business day and in no case shall leave such furniture outside between the hours of 2:00 a.m. to 6:00 a.m.
- IV. **Disturbing Noise:** The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to ensure that the level of noise associated with the outdoor dining does not disturb the right to quiet enjoyment of the neighboring properties, residents and businesses.
- V. **Maintenance and Trash Clean-Up:** The Business Owner/Operator and the Property Owner shall maintain at all times the outdoor dining area, including pavement surfaces, clear of litter, food scraps, soiled dishes, grease, and gum.

At the close of business, the Business Owner/Operator and/or the Property Owner shall remove all trash and clean the area in and around the outdoor dining area.

The Business Owner/Operator and/or the Property Owner shall maintain all outdoor dining furniture in a clean, safe condition and in good repair at all times and will replace all furniture when faded, damaged, or worn out.

- VI. **Site Restoration:** The Business Owner/Operator or the Property Owner shall provide a refundable/transferable cash deposit in the amount of \$5/Square Foot (\$ 4,250 total) to restore the outdoor dining area, within the public right-of-way, to its pre-installation condition. In the event the restoration deposit and right to AGREEMENT is not transferred to a new Business Owner/Operator upon termination of this AGREEMENT, Business Owner/Operator or the Property Owner will, within 14 days of the termination of this AGREEMENT, remove all improvements installed by the Business Owner/Operator or the Property Owner and the area as shown on Exhibit "A" is to be restored to its pre-installation condition. If improvements are not removed after 14 days after termination of the AGREEMENT, the CITY will restore the outdoor dining area to its pre-installation condition and deduct all expenses from the cash deposit prior to refunding any unused balance.
- VII. **Notices:** All notices and written communications sent by one party to the other shall be personally delivered, emailed, overnight delivery, or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

To: City

Public Works Director
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832

To: Business Owner/Operator

Property Owner

Jinan Montecristo
C/O Les Amis
128-C West Wilshire Ave
Fullerton Ca, 92832

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service or overnight delivery, date sent if by email or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

Either party may change its address by giving notice in writing, or email, to the other party. Business Owner/Operator assumes all risk of loss if payments or correspondence is made by mail.

- IX. **Insurance:** BUSINESS OWNER shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BUSINESS OWNER'S use of the CITY premises. BUSINESS OWNER shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section #IX or the extent to which BUSINESS OWNER may be held responsible for payments of damages to persons or property.

Minimum Scope and Limits of Insurance

- a. Commercial General Liability Insurance. BUSINESS OWNER shall provide commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- b. Liquor Liability. BUSINESS OWNER shall provide a liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- c. Workers' Compensation. BUSINESS OWNER shall provide workers' compensation insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.
- b. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought, or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than A, Class VII. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if BUSINESS OWNER provides evidence of the requisite need to the sole satisfaction of the CITY.

Verification of Coverage

BUSINESS OWNER shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents, and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, BUSINESS OWNER shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before BUSINESS OWNER uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

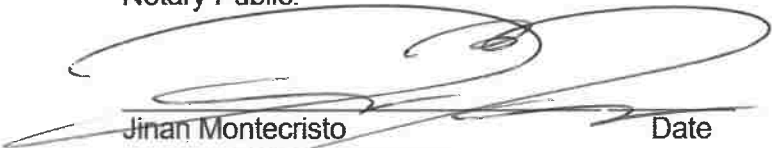
INDEMNIFICATION CLAUSE

The Business Owner/Operator and Property Owner agree to the following indemnification clause:

INSERT NAME OF BUSINESS OWNER - Person and Entity, (Business Owner/Operator) Jinan Montecristo and OR PROPERTY OWNER (Property Owner) Jinan Montecristo agree to defend, indemnify, and hold harmless the CITY, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Business Owner/Operator and/or Property Owner or those of any of its officers, agents, or employees, whether such act is authorized by this agreement or not; and Business Owner/Operator and/or Property Owner shall pay for any and all damage to the property of the CITY, or loss or theft of such property, done or caused by such persons. CITY assumes no responsibility whatsoever for any property placed on the premises. Business Owner/Operator and/or Property Owner further agree to waive all rights of subrogation against CITY. The provisions of the Article do not apply to any damage or loss caused solely by the negligence of the CITY or any of its agents or employees.

- X. **Transferability**: This AGREEMENT for outdoor dining is transferable at the discretion of the CITY.
- XI. **Amendments**: All modifications to this AGREEMENT must be in writing and approved by the Public Works Director or Its designee.

Signatures of Business Owner/Operator and the Property Owner must be acknowledged before a Notary Public.


Jinan Montecristo
Business Owner/Operator
Property Owner
Les Amis
128-C West Wilshire Ave. APN 032-232-07

Date

11.12.24

City of Fullerton
A municipal corporation

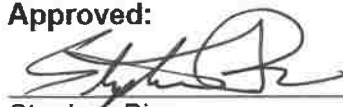
Recommended:


David Grantham – City Engineer/
Asst. Public Works Director

Date

11/14/2024

Approved:


Stephen Bise
Public Works Director

Date

11/15/24

ACKNOWLEDGMENT
(Business Owner/Operator)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On November 13, 2024 before me, Falemei Tuipulotu Liti, Notary Public, personally appeared Jinan Montecristo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ACKNOWLEDGMENT
(Property Owner)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On November 13, 2024 before me, Falemei Tuipulotu Liti, Notary Public, personally appeared Jinan Montecristo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



EXHIBIT “A”

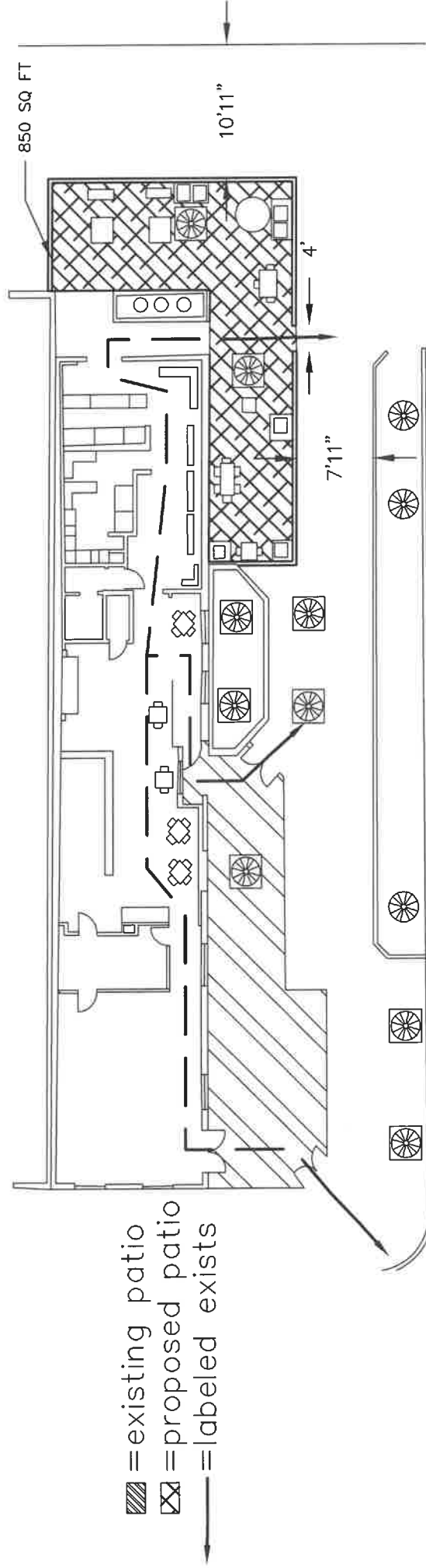
(Need diagram of layout of area and furnishings with dimensions)

(Any pictures of area and type of furnishings)

EXHIBIT A

DIMENSIONS FROM THE FENCING TO THE CURB ARE 7'11" ON THE ALLEYS AND 10'11" ON THE PARKING LOT SIDE THERE ARE NO CANOPIES, SOLAR LIGHTS IN THE TREE, MOBILE HEATERS (3) THAT RUN ON PROPANE WHICH ARE STORED UNDER LOCK AND KEY

PLEASE SEE ATTACHED PICTURES SHOWING FENCE MATERIAL.



NOTES

TABLES/CHAIRS FOR DINING MUST BE LOCATED ON AN ACCESSIBLE ROUTE, HAVE ACCESSIBLE TABLE/BAR SURFACE HEIGHT, KNEE AND TOE CLEARANCE UNDER SURFACE, AND CLEAR SPACE AT THE TABLE FOR PEOPLE USING WHEELCHAIRS.

PLEASE LOCATE THEM ON PLAN AND REFER TO DETAILS TO VERIFY.

1. CYAN DASHED LINE SHOWING EXITS THROUGHOUT THE BUILDING AND OUT ONTO PATIO GATES AND ENTRY WAYS
2. NO REMOVAL OR ADDITION FENCE IS MADE OF TREATED AND WEATHERED PLANTER BOXES.
3. NEW PATIO OUTLINED IN GREEN. EXISTING PATIO HATCHED.

BLDG REVIEW
04/10/23

BY P. NGUYEN, PE, CASp
PHUOC.NGUYEN@CITYOFFULLERTON.COM

PLEASE ADD

1. ADDRESS
2. CONTACT INFO

PLEASE SPECIFY HOW HIGH THESE FENCES ARE.

ACCESSIBLE SEATING AREA, A MINIMUM OF 5% OF THE SEATING SPACE SHOULD BE ACCESSIBLE W/ DINING SURFACE

Hugh Nguyen
Orange County Clerk-Recorder
601 N. Ross Street
Santa Ana, CA 92701

County

Finalization: 20240000332869
12/2/24 11:39 am
9 NC-5

Item	Title	Count
1	A12	1
Agreement		
Document ID		Amount
DOC# 2024000312511		28.00
Time Recorded 11:39 am		

Total	0.00
-------	------

Payment Type	Amount
NO FEE	28.00
Amount Due	0.00

THANK YOU
PLEASE RETAIN THIS RECEIPT
FOR YOUR RECORDS
www.ocrecorder.com



**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

The City Fullerton
303 West Commonwealth
Fullerton, CA 92832
Attention: City Clerk

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

2024000338399 1:34 pm 12/30/24

9 NC-5 A12 8

0.00 0.00 0.00 0.00 21.00 0.00 0.000.000.00 0.00

Exempt from Recording Fee
Pursuant to Government Code Section 27383

Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

APN:032-204-22
use)

FULL [] PORTION [X]

(Space above this line for Recorder's

Handwritten initials: J, SP, NR

**STANDARD OUTDOOR DINING IN THE PUBLIC RIGHT OF WAY
ENCROACHMENT AGREEMENT**

**By and Between
The City of Fullerton
and
Michael Patrick d.b.a. – Ziings
and
Al Bushala**

I. **Purpose:** This Agreement is to permit private outdoor dining on public right-of-way and/or public property as shown on Exhibit "A".

II. **Lease Fee:**

Business Owner/Operator and/or the Property Owner understand that there is an applicable monthly lease rate in association with this AGREEMENT. The monthly lease fee will be \$837.90 per month or (\$10,054.80 per year) as established in the Standard Outdoor Dining Guidelines (SODG) and approved by Council; rates/fees are subject to change. The first lease fee will be due and payable upon execution of the AGREEMENT and future payments will be due and payable the first day of every month thereafter for the duration of the AGREEMENT and any subsequent renewals.

If alcohol is to be served within the outdoor dining area, a liquor license is required, and a copy must be on file with the City of Fullerton Engineering Division as well as visibly posted on site at the business location at all times.

III. **Term and Enforcement:** The term of this AGREEMENT is twelve (12) months from the date of execution by the CITY's Public Works Director and will continue on a year-to-year basis subject to timely payment of all applicable fees, and in accordance with the SODG in effect at the time of AGREEMENT renewal.

Either party may terminate the AGREEMENT without prejudice by providing a written notification at least thirty (30) days prior to the proposed termination date.

The Engineering Division will notify the Business Owner/Operator and/or the Property Owner in writing of any violation of the AGREEMENT or SODG and provide five (5) days to correct the violation. Failure to comply within the five-day grace period will result in the issuance by the CITY of the herein stipulated 30-day written notice to terminate the AGREEMENT.

The AGREEMENT may be canceled at any time, with a 48-hour written notice, to the Business Owner/Operator and/or the Property Owner, for the purpose of correcting serious violations that affect the public health, safety, and general welfare. Reinstatement of the AGREEMENT, upon correction of the violations is at the sole discretion of the Public Works Director.

- IV. **Operating Hours:** The Business Owner/Operator and the Property Owner hereby agree to remove the outdoor dining furniture shown in Exhibit "A" by the end of each business day and in no case shall leave such furniture outside between the hours of 2:00 a.m. to 6:00 a.m.
- V. **Disturbing Noise:** The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to ensure that the level of noise associated with the outdoor dining does not disturb the right to quiet enjoyment of the neighboring properties, residents and businesses.
- VI. **Maintenance and Trash Clean-Up:** The Business Owner/Operator and the Property Owner shall maintain at all times the outdoor dining area, including pavement surfaces, clear of litter, food scraps, soiled dishes, grease, and gum.

At the close of business, the Business Owner/Operator and/or the Property Owner shall remove all trash and clean the area in and around the outdoor dining area.

The Business Owner/Operator and/or the Property Owner shall maintain all outdoor dining furniture in a clean, safe condition and in good repair at all times and will replace all furniture when faded, damaged, or worn out.

- VII. **Site Restoration:** The Business Owner/Operator or the Property Owner shall provide a refundable/transferable cash deposit in the amount of \$5/Square Foot (\$2,450) to restore the outdoor dining area, within the public right-of-way, to its pre-installation condition. In the event the restoration deposit and right to AGREEMENT is not transferred to a new Business Owner/Operator upon termination of this AGREEMENT, Business Owner/Operator or the Property Owner will, within 14 days of the termination of this AGREEMENT, remove all improvements installed by the Business Owner/Operator or the Property Owner and the area as shown on Exhibit "A" is to be restored to its pre-installation condition. If improvements are not removed after 14 days after termination of the AGREEMENT, the CITY will restore the outdoor dining area to its pre-installation condition and deduct all expenses from the cash deposit prior to refunding any unused balance.
- VIII. **Notices:** All notices and written communications sent by one party to the other shall be personally delivered, emailed, overnight delivery, or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

To: City
Public Works Director
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832

To: Business Owner/Operator
Michael Patrick
Ziings
209 N Harbor Blvd
Fullerton Ca 92832

To: Property Owner
Al Bushala
1420 Dana Pl
Fullerton Ca 92831

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service or overnight delivery, date sent if by email or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

Either party may change its address by giving notice in writing, or email, to the other party. Business Owner/Operator assumes all risk of loss if payments or correspondence is made by mail.

- IX. **Insurance:** BUSINESS OWNER shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BUSINESS OWNER'S use of the CITY premises. BUSINESS OWNER shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section #IX or the extent to which BUSINESS OWNER may be held responsible for payments of damages to persons or property.

Minimum Scope and Limits of Insurance

- a. Commercial General Liability Insurance. BUSINESS OWNER shall provide commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- b. Liquor Liability. BUSINESS OWNER shall provide a liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- c. Workers' Compensation. BUSINESS OWNER shall provide workers' compensation insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.
- b. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought, or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than A, Class VII. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if BUSINESS OWNER provides evidence of the requisite need to the sole satisfaction of the CITY.

Verification of Coverage

BUSINESS OWNER shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents, and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, BUSINESS OWNER shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before BUSINESS OWNER uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

INDEMNIFICATION CLAUSE

The Business Owner/Operator and Property Owner agree to the following indemnification clause:

INSERT NAME OF BUSINESS OWNER – Person and Entity, (Business Owner/Operator) MIKE PATRICK / ROSM CORP and INSERT NAME OR PROPERTY OWNER (Property Owner) agree to defend, indemnify, and hold harmless the CITY, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Business Owner/Operator and/or Property Owner or those of any of its officers, agents, or employees, whether such act is authorized by this agreement or not; and Business Owner/Operator and/or Property Owner shall pay for any and all damage to the property of the CITY, or loss or theft of such property, done or caused by such persons. CITY assumes no responsibility whatsoever for any property placed on the premises. Business Owner/Operator and/or Property Owner further agree to waive all rights of subrogation against CITY. The provisions of the Article do not apply to any damage or loss caused solely by the negligence of the CITY or any of its agents or employees.

- X. **Transferability:** This AGREEMENT for outdoor dining is transferable at the discretion of the CITY.
- XI. **Amendments:** All modifications to this AGREEMENT must be in writing and approved by the Public Works Director or Its designee.

Signatures of Business Owner/Operator and the Property Owner must be acknowledged before a Notary Public.



Michael Patrick
Business Owner/Operator
Ziings

11/12/24
Date



Al Bushala
Property Owner
209 N Harbor Blvd./032-204-22

11-19-24
Date

City of Fullerton
A municipal corporation

Recommended:



David Grantham – City Engineer/
Asst. Public Works Director

12/13/2024
Date

Approved:



Stephen Bise
Public Works Director

12/17/24
Date

ACKNOWLEDGMENT
(Business Owner/Operator)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On November 12, 2024 before me, Kailee Kim, Notary Public, personally appeared Michael Patrick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



ACKNOWLEDGMENT
(Property Owner)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 11/19/2024 before me, Lauren Sciarra, Notary Public, personally appeared Albert Bashara, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

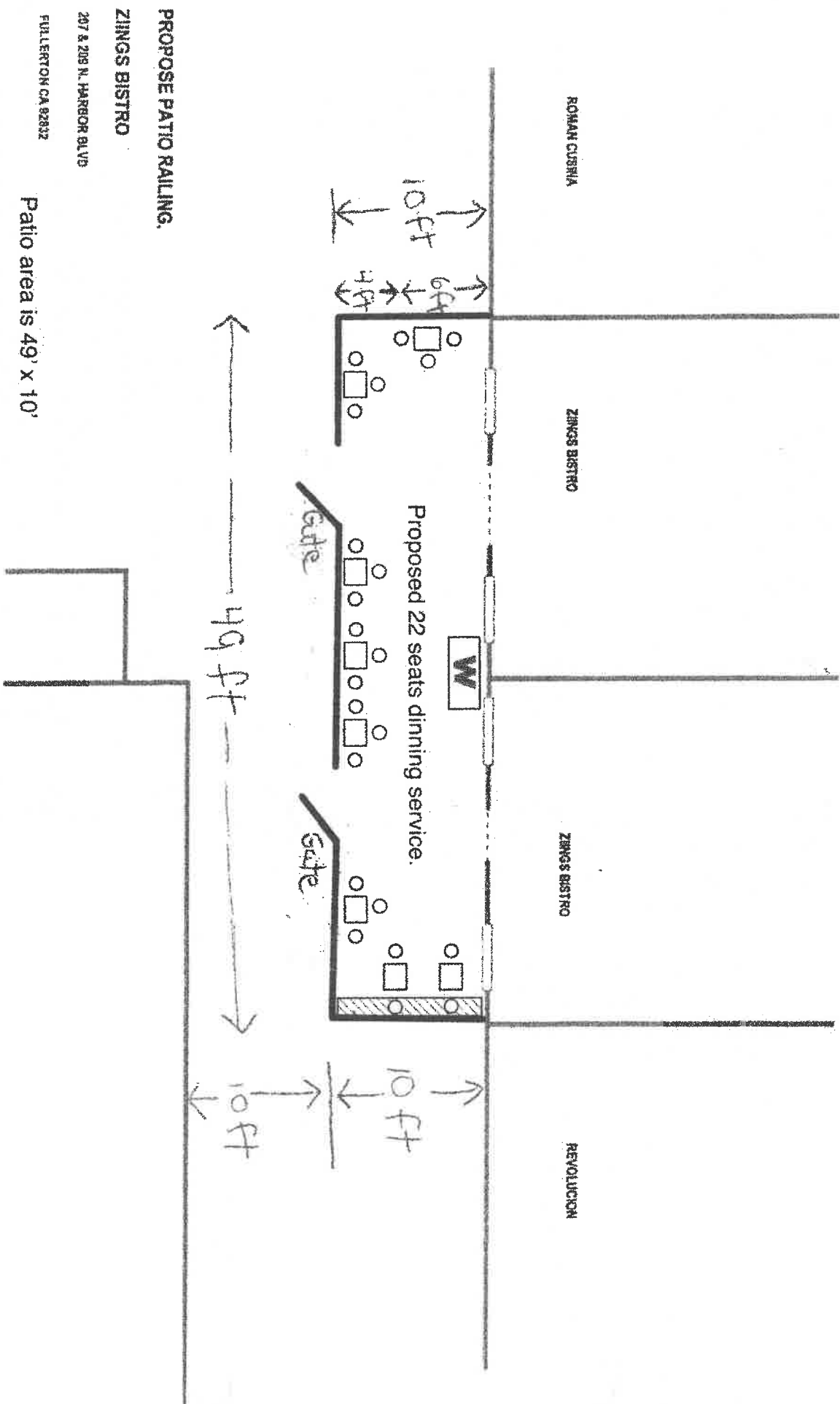


EXHIBIT “A”

(Need diagram of layout of area and furnishings with dimensions)

(Any pictures of area and type of furnishings)

Exhibit A



Gates stay open during business, they do not automatically close, they automatically stay open. They do self latch when closed.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

The City Fullerton
303 West Commonwealth
Fullerton, CA 92832
Attention: City Clerk

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder

**NO FEE**

2025000051996 10:54 am 02/11/25

489 NCOUNTY5 A12 10

0.00 0.00 0.00 0.00 27.00 0.00 0.00 0.00 0.00 0.00

Exempt from Recording Fee
Pursuant to Government Code Section 27383

Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

APN:032-204-22
use)

(Space above this line for Recorder's

FULL [] PORTION [X]

IT
IDP
NF

STANDARD OUTDOOR DINING IN THE PUBLIC RIGHT OF WAY ENCROACHMENT AGREEMENT

**By and Between
The City of Fullerton**

and

Chris Presta d.b.a. – Back Alley Bar and Grill

and

Fullerton Promenade Partners- Property Owner

- I. **Purpose:** This Agreement is to permit private outdoor dining on public right-of-way and/or public property as shown on Exhibit "A".

II. **Lease Fee:**

Business Owner/Operator and/or the Property Owner understand that there is an applicable monthly lease rate in association with this AGREEMENT. The monthly lease fee will be \$574.56 per month or (\$6,894.72 per year) as established in the Standard Outdoor Dining Guidelines (SODG) and approved by Council; rates/fees are subject to change. The first lease fee will be due and payable upon execution of the AGREEMENT and future payments will be due and payable the first day of every month thereafter for the duration of the AGREEMENT and any subsequent renewals.

If alcohol is to be served within the outdoor dining area, a liquor license is required, and a copy must be on file with the City of Fullerton Engineering Division as well as visibly posted on site at the business location at all times.

- III. **Term and Enforcement:** The term of this AGREEMENT is twelve (12) months from the date of execution by the CITY's Public Works Director and will continue on a year-to-year basis subject to timely payment of all applicable fees, and in accordance with the SODG in effect at the time of AGREEMENT renewal.

Either party may terminate the AGREEMENT without prejudice by providing a written notification at least thirty (30) days prior to the proposed termination date.

The Engineering Division will notify the Business Owner/Operator and/or the Property Owner in writing of any violation of the AGREEMENT or SODG and provide five (5) days to correct the violation. Failure to comply within the five-day grace period will result in the issuance by the CITY of the herein stipulated 30-day written notice to terminate the AGREEMENT.

The AGREEMENT may be canceled at any time, with a 48-hour written notice, to the Business Owner/Operator and/or the Property Owner, for the purpose of correcting serious violations that affect the public health, safety, and general welfare. Reinstatement of the AGREEMENT, upon correction of the violations is at the sole discretion of the Public Works Director.

- IV. **Operating Hours:** The Business Owner/Operator and the Property Owner hereby agree to remove the outdoor dining furniture shown in Exhibit "A" by the end of each business day and in no case shall leave such furniture outside between the hours of 2:00 a.m. to 6:00 a.m.
- V. **Disturbing Noise:** The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to ensure that the level of noise associated with the outdoor dining does not disturb the right to quiet enjoyment of the neighboring properties, residents and businesses.
- VI. **Maintenance and Trash Clean-Up:** The Business Owner/Operator and the Property Owner shall maintain at all times the outdoor dining area, including pavement surfaces, clear of litter, food scraps, soiled dishes, grease, and gum.

At the close of business, the Business Owner/Operator and/or the Property Owner shall remove all trash and clean the area in and around the outdoor dining area.

The Business Owner/Operator and/or the Property Owner shall maintain all outdoor dining furniture in a clean, safe condition and in good repair at all times and will replace all furniture when faded, damaged, or worn out.

- VII. **Site Restoration:** The previous Business Owner/Operator or the Property Owner has previously provided refundable/transferable cash deposit in the amount of \$520 to restore the outdoor dining area, within the public right-of-way, to its pre-installation condition. In the event the restoration deposit and right to AGREEMENT is not transferred to a new Business Owner/Operator upon termination of this AGREEMENT, Business Owner/Operator or the Property Owner will, within 14 days of the termination of this AGREEMENT, remove all improvements installed by the Business Owner/Operator or the Property Owner and the area as shown on Exhibit "A" is to be restored to its pre-installation condition. If improvements are not removed after 14 days after termination of the AGREEMENT, the CITY will restore the outdoor dining area to its pre-installation condition and deduct all expenses from the cash deposit prior to refunding any unused balance.
- VIII. **Notices:** All notices and written communications sent by one party to the other shall be personally delivered, emailed, overnight delivery, or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

To: City
Public Works Director
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832

To: Business Owner/Operator
Chris Presta
Back Alley Bar and Grill
116 W. Wilshire Ave.
Fullerton Ca 92832

To: Property Owner
Fullerton Promenade Partners.
116 W Wilshire Ave
Fullerton, CA 92832

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service or overnight delivery, date sent if by email or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

Either party may change its address by giving notice in writing, or email, to the other party. Business Owner/Operator assumes all risk of loss if payments or correspondence is made by mail.

- IX. **Insurance:** BUSINESS OWNER shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BUSINESS OWNER'S use of the CITY premises. BUSINESS OWNER shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section #IX or the extent to which BUSINESS OWNER may be held responsible for payments of damages to persons or property.

Minimum Scope and Limits of Insurance

- a. Commercial General Liability Insurance. BUSINESS OWNER shall provide commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- b. Liquor Liability. BUSINESS OWNER shall provide a liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- c. Workers' Compensation. BUSINESS OWNER shall provide workers' compensation insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.
- b. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought, or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than A, Class VII. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if BUSINESS OWNER provides evidence of the requisite need to the sole satisfaction of the CITY.

Verification of Coverage

BUSINESS OWNER shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents, and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, BUSINESS OWNER shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before BUSINESS OWNER uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

INDEMNIFICATION CLAUSE

The Business Owner/Operator and Property Owner agree to the following indemnification clause:

INSERT NAME OF BUSINESS OWNER – Person and Entity, (Business Owner/Operator) Fullerton Promenade Partners and INSERT NAME OR Fullerton PROPERTY OWNER (Property Owner) agree to defend, indemnify, and hold harmless the CITY, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Business Owner/Operator and/or Property Owner or those of any of its officers, agents, or employees, whether such act is authorized by this agreement or not; and Business Owner/Operator and/or Property Owner shall pay for any and all damage to the property of the CITY, or loss or theft of such property, done or caused by such persons. CITY assumes no responsibility whatsoever for any property placed on the premises. Business Owner/Operator and/or Property Owner further agree to waive all rights of subrogation against CITY. The provisions of the Article do not apply to any damage or loss caused solely by the negligence of the CITY or any of its agents or employees.

- X. **Transferability:** This AGREEMENT for outdoor dining is transferable at the discretion of the CITY.
- XI. **Amendments:** All modifications to this AGREEMENT must be in writing and approved by the Public Works Director or Its designee.

Signatures of Business Owner/Operator and the Property Owner must be acknowledged before a Notary Public.


Chris Presta a.k.a. Christopher Anthony Presta
Business Owner/Operator
Back Alley Bar and Grill
1/27/2025
Date


Fullerton Promenade Partners
Property Owner
116 W. Wilshire Ave./032-223-33
Steven Brown
2/4/2025
Date

City of Fullerton
A municipal corporation

Recommended:

David Grantham – City Engineer/
Asst. Public Works Director
2/6/2025
Date

Approved:

Stephen Bise
Public Works Director
2/6/25
Date

ACKNOWLEDGMENT
(Business Owner/Operator)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

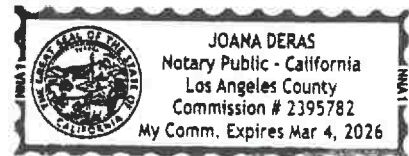
State of California
County of Los Angeles

On 1/27/25 before me, Joana Deras, personally appeared Christopher Anthony Presta, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



ACKNOWLEDGMENT
(Property Owner)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On February 5, 2025 before me, Layla Vitale, notary public, personally appeared Steven Brown, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

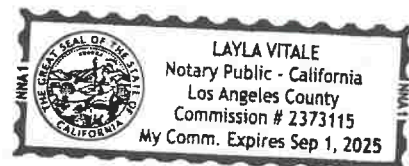
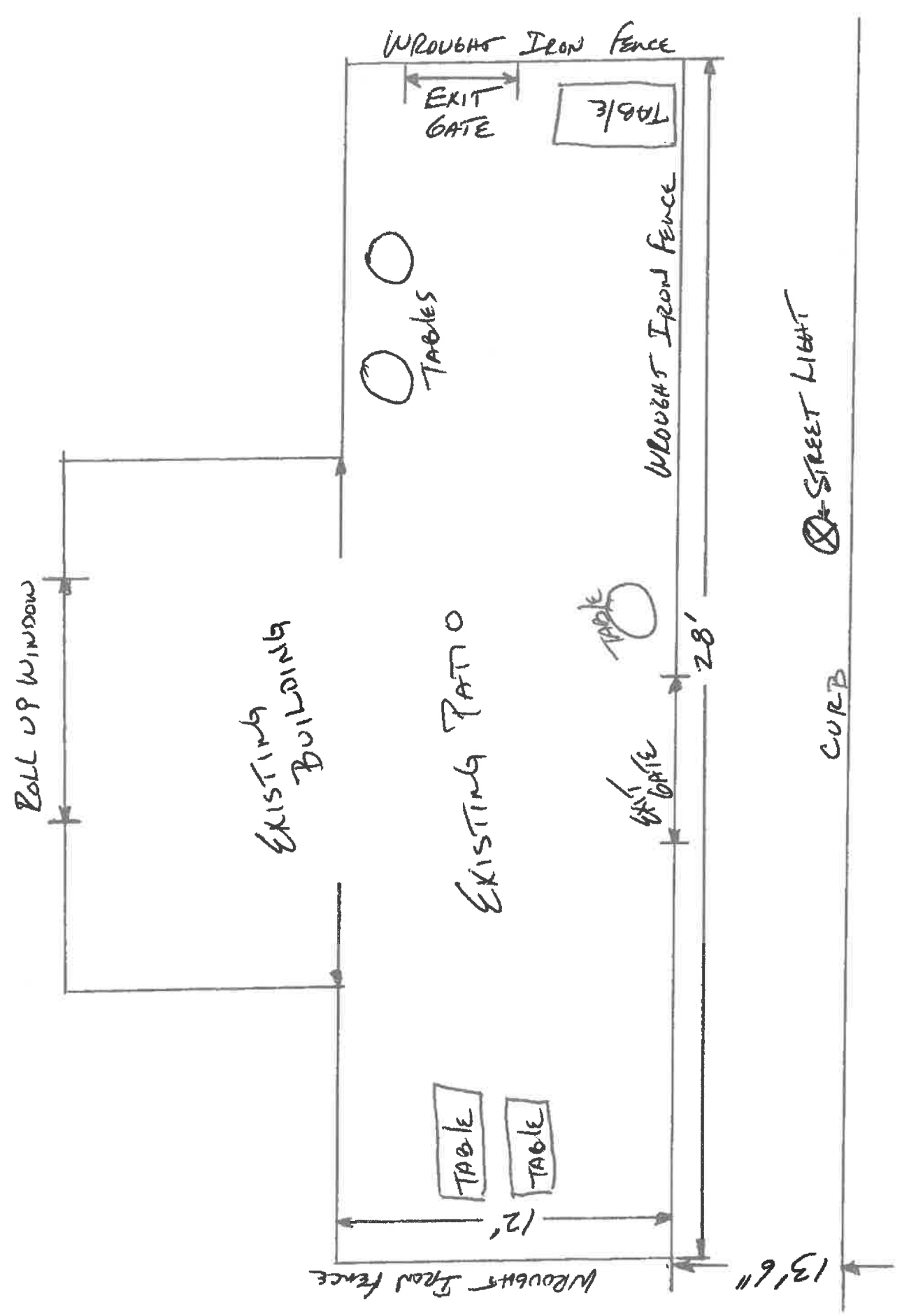


EXHIBIT “A”

(Need diagram of layout of area and furnishings with dimensions)

(Any pictures of area and type of furnishings)

BACK ALLEY BAR + GRILL
116 W. WILSHIRE AVE.
FULLERTON, CA. 92832





12/05/2011



Exhibit "A" Page 3 of 3

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

The City Fullerton
303 West Commonwealth
Fullerton, CA 92832
Attention: City Clerk

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder

**NO FEE**

2025000126076 03:05 pm 04/30/25

489 NCOUNTY5 A12 9

0.00 0.00 0.00 0.00 24.00 0.00 0.00 0.00 0.00 0.00

Exempt from Recording Fee
Pursuant to Government Code Section 27383

Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

APN:032-204-22
use)

(Space above this line for Recorder's

FULL [] PORTION [X]

STANDARD OUTDOOR DINING IN THE PUBLIC RIGHT OF WAY ENCROACHMENT AGREEMENT

IT
9p
MF

**By and Between
The City of Fullerton
and**

Jose Brito d.b.a. – Kalaveras Restaurant/ Property Owner

- I. **Purpose:** This Agreement is to permit private outdoor dining on public right-of-way and/or public property as shown on Exhibit "A".

II. **Lease Fee:**

Business Owner/Operator and/or the Property Owner understand that there is an applicable monthly lease rate in association with this AGREEMENT. The monthly lease fee will be \$1,692.90 per month or (\$20,314.80 per year) as established in the Standard Outdoor Dining Guidelines (SODG) and approved by Council; rates/fees are subject to change. The first lease fee will be due and payable upon execution of the AGREEMENT and future payments will be due and payable the first day of every month thereafter for the duration of the AGREEMENT and any subsequent renewals.

If alcohol is to be served within the outdoor dining area, a liquor license is required, and a copy must be on file with the City of Fullerton Engineering Division as well as visibly posted on site at the business location at all times.

- III. **Term and Enforcement:** The term of this AGREEMENT is twelve (12) months from the date of execution by the CITY's Public Works Director and will continue on a year-to-year basis subject to timely payment of all applicable fees, and in accordance with the SODG in effect at the time of AGREEMENT renewal.

Either party may terminate the AGREEMENT without prejudice by providing a written notification at least thirty (30) days prior to the proposed termination date.

The Engineering Division will notify the Business Owner/Operator and/or the Property Owner in writing of any violation of the AGREEMENT or SODG and provide five (5) days

to correct the violation. Failure to comply within the five-day grace period will result in the issuance by the CITY of the herein stipulated 30-day written notice to terminate the AGREEMENT.

The AGREEMENT may be canceled at any time, with a 48-hour written notice, to the Business Owner/Operator and/or the Property Owner, for the purpose of correcting serious violations that affect the public health, safety, and general welfare. Reinstatement of the AGREEMENT, upon correction of the violations is at the sole discretion of the Public Works Director.

- IV. **Operating Hours:** The Business Owner/Operator and the Property Owner hereby agree to remove the outdoor dining furniture shown in Exhibit "A" by the end of each business day and in no case shall leave such furniture outside between the hours of 2:00 a.m. to 6:00 a.m.
- V. **Hours of Operation for Outdoor Dining:** Outdoor dining area subject to the conditions as identified on Planning Commission Resolution No. PC-2023-24, approved on 10-11-23, including compliance with any specific conditions of approval from the Police Department as part of the Security/Operational Plan for the use of the outdoor dining area. Applicant to comply with all Department of Alcoholic Beverage Control regulations involving serving and consumption of alcoholic beverages within the outdoor dining area.
- VI. **Disturbing Noise:** The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to ensure that the level of noise associated with the outdoor dining does not disturb the right to quiet enjoyment of the neighboring properties, residents and businesses.
- VII. **Maintenance and Trash Clean-Up:** The Business Owner/Operator and the Property Owner shall maintain at all times the outdoor dining area, including pavement surfaces, clear of litter, food scraps, soiled dishes, grease, and gum.

At the close of business, the Business Owner/Operator and/or the Property Owner shall remove all trash and clean the area in and around the outdoor dining area.

The Business Owner/Operator and/or the Property Owner shall maintain all outdoor dining furniture in a clean, safe condition and in good repair at all times and will replace all furniture when faded, damaged, or worn out.

- VIII. **Site Restoration:** The previous Business Owner/Operator or the Property Owner has previously provided refundable/transferable cash deposit in the amount of \$5,000 to restore the outdoor dining area, within the public right-of-way, to its pre-installation condition. In the event the restoration deposit and right to AGREEMENT is not transferred to a new Business Owner/Operator upon termination of this AGREEMENT, Business Owner/Operator or the Property Owner will, within 14 days of the termination of this AGREEMENT, remove all improvements installed by the Business Owner/Operator or the Property Owner and the area as shown on Exhibit "A" is to be restored to its pre-installation condition. If improvements are not removed after 14 days after termination of the AGREEMENT, the CITY will restore the outdoor dining area to its pre-installation condition and deduct all expenses from the cash deposit prior to refunding any unused balance.

IX. **Notices:** All notices and written communications sent by one party to the other shall be personally delivered, emailed, overnight delivery, or sent by registered or

certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

To: City
Public Works Director
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832

To: Business Owner/Property Owner
Jose Brito
Kalaveras Fullerton
122 E Commonwealth Ave.
Fullerton Ca 92832

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service or overnight delivery, date sent if by email or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

Either party may change its address by giving notice in writing, or email, to the other party. Business Owner/Operator assumes all risk of loss if payments or correspondence is made by mail.

- IX. **Insurance:** BUSINESS OWNER shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BUSINESS OWNER'S use of the CITY premises. BUSINESS OWNER shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section #IX or the extent to which BUSINESS OWNER may be held responsible for payments of damages to persons or property.

Minimum Scope and Limits of Insurance

- a. Commercial General Liability Insurance. BUSINESS OWNER shall provide commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- b. Liquor Liability. BUSINESS OWNER shall provide a liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- c. Workers' Compensation. BUSINESS OWNER shall provide workers' compensation insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.
- b. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought, or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than A, Class VII. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if BUSINESS OWNER provides evidence of the requisite need to the sole satisfaction of the CITY.

Verification of Coverage

BUSINESS OWNER shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents, and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, BUSINESS OWNER shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before BUSINESS OWNER uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

INDEMNIFICATION CLAUSE

The Business Owner/Operator and Property Owner agree to the following indemnification clause:

INSERT NAME OF BUSINESS OWNER – Person and Entity, (Business Owner/Operator) _____ and INSERT NAME OR _____ PROPERTY OWNER (Property Owner)

_____ agree to defend, indemnify, and hold harmless the CITY, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Business Owner/Operator and/or Property Owner or those of any of its officers, agents, or employees, whether such act is authorized by this agreement or not; and Business Owner/Operator and/or Property Owner shall pay for any and all damage to the property of the CITY, or loss or theft of such property, done or caused by such persons. CITY assumes no responsibility whatsoever for any property placed on the premises. Business Owner/Operator and/or Property Owner further agree to waive all rights of subrogation against CITY. The provisions of the Article do not apply to any damage or loss caused solely by the negligence of the CITY or any of its agents or employees.

- X. **Transferability:** This AGREEMENT for outdoor dining is transferable at the discretion of the CITY.
- XI. **Amendments:** All modifications to this AGREEMENT must be in writing and approved by the Public Works Director or Its designee.

Signatures of Business Owner/Operator and the Property Owner must be acknowledged before a Notary Public.

Jose I Brito 4-15-25

Jose Brito *a.k.a. Jose I. Brito* Date
Business Owner/Property Owner
Kalaveras

City of Fullerton

A municipal corporation

Recommended:

David Grantham
David Grantham – City Engineer/
Asst. Public Works Director

4/17/2025
Date

Approved:

Stephen Bise
Stephen Bise
Public Works Director

4/21/25
Date

ACKNOWLEDGMENT
(Business Owner/Operator)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE

On April 15, 25 before me, Bianca Jasmin Durango, personally appeared JOSE I BRITO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Bianca / Durango (Seal)



ACKNOWLEDGMENT
(Property Owner)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE

On April 15, 25 before me, Bianca Jasmin Durango, personally appeared JOSE I BRITO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Bianca / Durango (Seal)

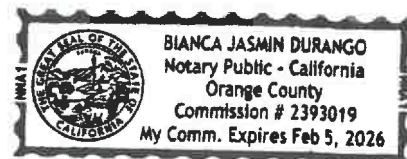


EXHIBIT “A”

(Need diagram of layout of area and furnishings with dimensions)

(Any pictures of area and type of furnishings)

NEW OUTDOOR DINING AREA LAYOUT

AVERAS INC.
06 FIGUEROA ST.
RSON, CA 90745
930 8093

[illegible]

; PROJECT SHALL COMPLY WITH THE:
 ; CALIFORNIA BUILDING CODE (CBC)
 ; CALIFORNIA ELECTRICAL CODE (CEC)
 ; CALIFORNIA MECHANICAL CODE (CMC)
 ; CALIFORNIA PLUMBING CODE (CPC)
 ; CALIFORNIA ENERGY CODE (CEC)
 ; CALIFORNIA FIRE CODE (CFC)
 ; OF THE CITY OF FORTSON, CURRENT MUNICIPAL CODE

GRASS	9,815 SF
BUILDING (122 E.)	3,725 SF
COVERED PATIO	1,260 SF
TOTAL AREA	4,985 SF

ASSESSOR PARCEL No.	033-031-25
PROPERTY TYPE:	COMMERCIAL
CONSTRUCTION TYPE:	V-B
# STORIES:	1
ZONE	C2
OCCUPANCY:	A2
FIRE SPRINKLERS:	NO

BUILDING DESCRIPTION (S):	
(E) BUILDING 120E. COMMONWEALTH	1,310
SQUARE FOOTAGE:	
(E) BUILDING 122E. COMMONWEALTH	3,725
SQUARE FOOTAGE:	

*A01	ARCHITECTURAL: COVER SHEET
*A1	SITE PLAN

1. N/A

OCCUPANT LOAD CALCULATION (DAYTIME)

[illegible]

OCCUPANT LOAD CALCULATION (NIGHTTIME)

[illegible]

192

NO INCREASE IN OCCUPANT LOAD

FOR FATAL OCCUPANTS IS LONG

DARY ENGINEERING
2207 MERCED AVENUE
SOUTH EL MONTE, CA. 91733
OFFICE: 213-291-0778
CELL: 213-725-8011
MAIL@DARYENGINEERING.COM



ENGINEER STAMP:

PROJECT: KALAVERA RESTAURANT
122 E. Commonwealth Ave. Fullerton, CA 92832
SHEET NAME: COVER SHEET

REVISIONS:	DATE:
1	01/18/24
2	6/24/24
3	2/18/25
4	3/18/25

DATE: 3/10/25
PROJECT No. 527-22
SCALE: N.T.S.
SHEET NO.:

AOL



DARY ENGINEERING
2207 MERCED AVENUE
SOUTH EL MONTE, CA. 91733
OFFICE: 213-291-0778
CELL: 213-725-8011
MAIL@DARYENGINEERING.COM



ENGINEER STAMP:

PROJECT: KALAVERAS RESTAURANT
22 E. Commonwealth Ave. Fullerton, CA 92832

SITE PLAN

REVISIONS:	DATE:
A	01/18/24

21	6/24/24
22	2/18/25

[illegible]

DATE: 3/10/25

PROJECT No. 527-22

SCALE: 1/8"=1'-0"

SHEET NO:

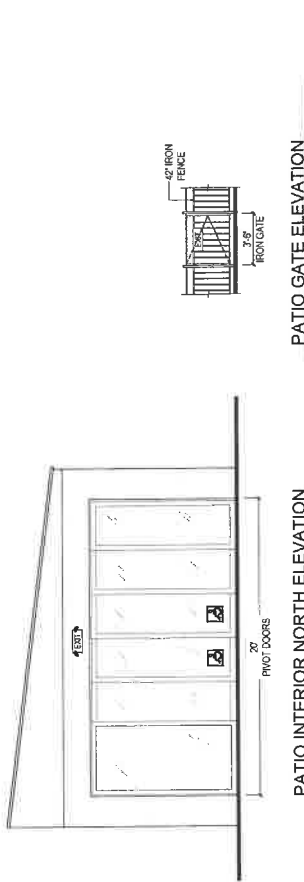
△



(N) Uncovered
Encoachment
990SF

T SIGN NOTE:
 Clear Exit Sign Specification Sheet
 Detailed Description Self-luminous nuclear exit signs utilize tritium
 to provide illumination without requiring external power sources,
 or batteries. These signs are ideal for emergency egress applications
 where power failure reliability is essential.

NOTE: SAIL SHALL BE FLAME RESISTANT
MADE SAIL W/FSL LESS THAN 25 PER ASTM E84 OR UL 723.



Note: All gates in the path of travel shall swing in the direction of travel if serving more than 49 occupants and have panic hardware installed.

ACCESSIBLE PATH OF TRAVEL NOTES:
Without any abutment level changes exceeding 1/8".

At least 46" in width.

Cross slope does not exceed 2% and slope in the direction of travel is less than 5%.

Surface is stable, firm, and slip resistant.

Free of overhanging obstructions to 80" minimum, and protruding objects greater than 1/4" above 27" & less than 80".

LEGEND:

PROPERTY LINE

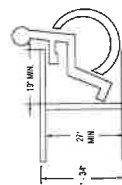
CONCRETE

———— BUILDING LINE
 SCOPE OF WORK AREA

NO CHANGES TO EXISTING OCCUPANT LOADS.

Signature DANIEL BRITO Position KALAVERAS INC. PARTNER
Printed Name DANIEL BRITO Date 8/31/24

PER S.C. EDISON, TABLES AND CHAIRS SHALL BE 6 FEET AWAY FROM SWITCHGEAR
ELECTRIC PANEL



ADA ACCESSIBILITY TABLE

SUMMARY OF ACCESSIBILITY UPGRADES FOR COMMERCIAL PROJECTS

[illegible]



[EXTERNAL MAIL]Outdoor Seating - City of Placentia

From Senula Liyanage <sliyanage@placentia.org>

Date Thu 11/6/2025 4:35 PM

To Lidia Bojorquez <Lidia.Bojorquez@cityoffullerton.com>

2 attachments (7 KB)

Outlook-Logo, comp; Outlook-s3sxyrd;

You don't often get email from sliyanage@placentia.org. [Learn why this is important](#)

CAUTION: BE CAREFUL WITH THIS MESSAGE

Expected it has message outside City of Placentia. Do not open attachments, click on links, or respond unless you expect it has message outside City of Placentia.

Hi Lidia,

You had recently called to acquire some information on if the City of Placentia permits outdoor seating in the public right-of-way. To answer your question, we have in the past shortly during/after the pandemic, however, we no longer permit them anymore.

For regulations for outdoor seating on private property, please see the following code section in our Placentia Municipal Code:

§ 23.81.165: Outdoor seating areas - <https://ecode360.com/42707054>

If you need any more information, do not hesitate to reach out.

Thank you,

Senula Liyanage | Planning Technician

City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870

Phone: 714-993-8187 | Email: sliyanage@placentia.org



PLACENTIA
CALIFORNIA *A pleasant place to live.*

Download the iPlacentia Mobile App:



Follow Us:

CONFIDENTIALITY NOTICE

This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain information that is confidential. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that you must not read this transmission and that any disclosure, copying, printing, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have

Lidia Bojorquez

From: Alan Truong <atruong@cityoforange.org>
Sent: Thursday, July 24, 2025 8:19 AM
To: Matthew Laninovich
Subject: Re: [EXTERNAL MAIL]Re: Outdoor dining in Public R/W

Follow Up Flag: Follow up
Flag Status: Completed

You don't often get email from patruong@cityoforange.org. [Learn why this is important](#)

Hi Matt,

We do not allow permanent fixtures in our ROW.

Alan Truong, P.E.
 Deputy Public Works Director
 Public Works Department
 714-744-5535



From: Matthew Laninovich <Matthew.Laninovich@cityoffullerton.com>
Sent: Thursday, July 24, 2025 7:52 AM
To: Alan Truong <atruong@cityoforange.org>
Cc: pwinfo <pwinfo@cityoforange.org>
Subject: RE: [EXTERNAL MAIL]Re: Outdoor dining in Public R/W

Do you allow permanent fixtures in the R/W such as fencing being bolted to the sidewalk?



Matthew Laninovich PE, PLS, QSD

Senior Civil Engineer
 City of Fullerton Public Works-Engineering

p: 714.738.6382
e: Matthew.Laninovich@cityoffullerton.com
 303 W. Commonwealth Ave.
 Fullerton, CA 92832
www.cityoffullerton.com



From: Alan Truong <atruong@cityoforange.org>
Sent: Thursday, July 24, 2025 7:37 AM
To: Matthew Laninovich <Matthew.Laninovich@cityoffullerton.com>; pwinfo <pwinfo@cityoforange.org>
Subject: [EXTERNAL MAIL]Re: Outdoor dining in Public R/W

You don't often get email from atruong@cityoforange.org. [Learn why this is important](#)

CAUTION: BE CAREFUL WITH THIS MESSAGE

This email came from outside City of Fullerton. Do not open attachments, click on links, or respond unless you expected it.

Good morning Matthew,

Attached is our application with info. and rate. We currently have 9 participants within our old town area.

If you have any questions, please give me a call.

Thanks,

Alan Truong, P.E.
Deputy Public Works Director
Public Works Department
714-744-5535



From: Matthew Laninovich <Matthew.Laninovich@cityoffullerton.com>

Sent: Wednesday, July 23, 2025 1:31 PM

To: pwinfo <pwinfo@cityoforange.org>

Subject: Outdoor dining in Public R/W

This is the first time you received an email from this sender (Matthew.Laninovich@cityoffullerton.com). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Secured by Check Point

Im looking for information on how your city handles outdoor dining in the public right of way. What your policies are, rates, how many businesses currently lease space, etc.

Thank you,



Matthew Laninovich PE, PLS, QSD

Senior Civil Engineer
City of Fullerton Public Works-Engineering

p: 714.738.6382

e: Matthew.Laninovich@cityoffullerton.com

303 W. Commonwealth Ave.

Fullerton, CA 92832

www.cityoffullerton.com



Disclaimer: This electronic transmission, and any documents attached hereto, may contain confidential and/or legally privileged information. The information is intended only for use by the recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of information received in error is strictly prohibited.

E-mail correspondence, along with any attachments, may be subject to the California Public Records Act; and as such may be subject to public disclosure unless otherwise exempt under the Act.

Disclaimer: This electronic transmission, and any documents attached hereto, may contain confidential and/or legally privileged information. The information is intended only for use by the recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of information received in error is strictly prohibited.

E-mail correspondence, along with any attachments, may be subject to the California Public Records Act; and as such may be subject to public disclosure unless otherwise exempt under the Act.

Lidia Bojorquez

From: Ariana Phelps <APhelps@anaheim.net>
Sent: Wednesday, July 23, 2025 3:16 PM
To: Matthew Laninovich
Subject: Re: [EXTERNAL] RE: [EXTERNAL MAIL]Information on Outdoor Dining

Hello,

To follow up about using the public right-of-way for outdoor dining, you will have to contact public works. The planning department does not have further information on the usage of public right-of-way. The phone number for the Public Works Department in the City of Anaheim is 714-765-5176.

Ariana Phelps

Planning Aide
 Anaheim Planning Department | Planning Information Team
 200 South Anaheim Boulevard, Suite 162
 Anaheim, CA 92805
 Office: (714) 765-4391

From: Matthew Laninovich <Matthew.Laninovich@cityoffullerton.com>
Sent: Wednesday, July 23, 2025 2:48 PM
To: Ariana Phelps <APhelps@anaheim.net>
Cc: PW Permits <PWPermits@cityoffullerton.com>
Subject: [EXTERNAL] RE: [EXTERNAL MAIL]Information on Outdoor Dining

Warning: This email originated from outside the City of Anaheim. Do not click links or open attachments unless you recognize the sender and are expecting the message.

Does Anaheim not allow the use of Public R/W at all for outdoor dining?



Matthew Laninovich PE, PLS, QSD

Senior Civil Engineer
 City of Fullerton Public Works-Engineering



p: 714.738.6382
e: Matthew.Laninovich@cityoffullerton.com
 303 W. Commonwealth Ave.
 Fullerton, CA 92832
www.cityoffullerton.com



From: Ariana Phelps <APhelps@anaheim.net>
Sent: Wednesday, July 23, 2025 1:29 PM
To: PW Permits <PWPermits@cityoffullerton.com>
Subject: [EXTERNAL MAIL]Information on Outdoor Dining

You don't often get email from aphelps@anaheim.net. [Learn why this is important](#)

CAUTION: BE CAREFUL WITH THIS MESSAGE

This email came from outside City of Fullerton. Do not open attachments, click on links, or respond unless you expected to.

Hello,

Attached [here](#) is our outdoor dining code section. Setbacks and encroachments depends on the zoning of specified properties.

Thanks,

Ariana Phelps

Planning Aide

Anaheim Planning Department | Planning Information Team

200 South Anaheim Boulevard, Suite 162

Anaheim, CA 92805

Office: (714) 765-4391

Disclaimer: This electronic transmission, and any documents attached hereto, may contain confidential and/or legally privileged information. The information is intended only for use by the recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of information received in error is strictly prohibited.

Lidia Bojorquez

From: Brea Planning <planner@cityofbrea.gov>
Sent: Thursday, July 24, 2025 10:00 AM
To: Matthew Laninovich
Cc: Chapman, Ryan
Subject: [EXTERNAL MAIL]Re: Outdoor Dining in City R/W

You don't often get email from planner@cityofbrea.gov. [Learn why this is important](#)

CAUTION: BE CAREFUL WITH THIS MESSAGE

This email came from outside City of Fullerton. Do not open attachments, click on links, or respond unless you expected it.

Good Morning,

With regards to the City's regulations for outdoor dining in the public right of way can be addressed by our City Engineer, Ryan Chapman as it would require an Encroachment License Agreement (ELA). I have copied Ryan to the email and he can answer your questions policies, rates, how many businesses currently lease space, etc.

For Planning, depending on the location and to the extent of the proposed dining area may trigger some type of Planning Entitlement, which would typically condition the application to apply for an ELA.

Regards,

PLANNING DIVISION; Brianna Co

Community Development | Planning

P: 714-990-7674 | **E:** planner@cityofbrea.gov | **W:** www.cityofbrea.gov

Brea Community Center | 1 Civic Center Circle | Brea, California 92821

[Click Here For City Service Hours](#)



Lidia Bojorquez

From: Chapman, Ryan <ryanch@cityofbrea.gov>
Sent: Wednesday, November 12, 2025 3:03 PM
To: Matthew Laninovich
Subject: RE: [EXTERNAL MAIL]Re: Outdoor Dining in City R/W

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Matthew,

Thank you for reaching out again regarding outdoor dining and the process for Encroachment License Agreements and Encroachment Permits within the City of Brea.

Proposed development on private property for restaurant uses would typically require an initial plan submittal to the Planning Division for review. Based on the improvements that are being proposed, this would typically result in a Plan Review or other Entitlement Process that would be submitted to the Planning Division staff and reviewed by all applicable City Departments. Ultimately, the result of this review would be Conditions of Approval on the proposed development. All private improvements that are proposed to be located in the public right-of-way, public easement areas, or within public property require an Encroachment License Agreement to be entered into between the City and the Applicant/property owner. As part of the aforementioned Plan Review or other Entitlement Process, the proposed development would receive a condition of approval requiring the Encroachment License Agreement.

In the case that the project was approved through its applicable planning/entitlement process, the project would move forward into submittals to Building & Safety for all improvements located on the private property. At this same time, the applicant team would provide a separate submittal to Public Works for the development and review of the Encroachment License Agreement. This permit submittal would require the submittal of an initial fee of \$1,345 for the development and review of the agreement in coordination between the City Attorney and the Applicant team, and the submittal of various exhibits that would serve as attachments to the Encroachment License Agreement. As part of the Encroachment License Agreement process, payment of a one-time bond would be required to cover potential situations where the City may need to remove the private improvements and return the area back to the original state. This bond would be determined based on an engineer's estimate that is developed by the applicant's design team, and reviewed and agreed upon by City staff. Once all terms of the agreement have been agreed upon, the Encroachment License Agreement would be taken to City Council for consideration of approval. If approved, the agreement would be then recorded at the County of Orange.

After the Encroachment License Agreement is put into place, a separate Public Works Encroachment Permit would need to be applied for and obtained by the applicant/contractor team prior to any construction, improvements, or staging in the public right-of-way, in public easement areas, or in public property. Fees associated with this permit submittal would vary based what the proposed improvements are and the level of plan review associated with the improvements. The Public Works Encroachment Permit submittal from the development team would consist of the submittal of the improvement plans and the applicable traffic control plans for the project. Upon obtaining the Public Works Encroachment Permit, the improvements in the public right-of-way, easement, or property could move into construction, and during the project would be inspected by the City for conformance with the approved plans and the applicable City standards.

Thank you,
~Ryan

RYAN CHAPMAN, P.E.

City Engineer

Public Works | Engineering

P: 714-990-7763 | **E:** ryanch@cityofbrea.gov | **W:** www.cityofbrea.gov

Brea Civic & Cultural Center | 1 Civic Center Circle | Brea, California 92821

Facility Operating Hours



From: Matthew Laninovich <Matthew.Laninovich@cityoffullerton.com>

Sent: Wednesday, November 12, 2025 1:47 PM

To: Chapman, Ryan <ryanch@cityofbrea.gov>

Cc: Lidia Bojorquez <Lidia.Bojorquez@cityoffullerton.com>

Subject: RE: [EXTERNAL MAIL]Re: Outdoor Dining in City R/W

Ryan,

Im once again going over all other cites outdoor dining policies as directed by our council. DO you allow permanent fixtures in the public right of way for outdoor dining? If you do can you direct me to your rates and process?

Thank you,



Matthew Laninovich PE, PLS, QSD

Senior Civil Engineer
City of Fullerton Public Works-Engineering

p: 714.738.6382

e: Matthew.Laninovich@cityoffullerton.com

303 W. Commonwealth Ave.

Fullerton, CA 92832

www.cityoffullerton.com



From: Brea Planning <planner@cityofbrea.gov>

Sent: Thursday, July 24, 2025 10:00 AM

To: Matthew Laninovich <Matthew.Laninovich@cityoffullerton.com>

Cc: Chapman, Ryan <ryanch@cityofbrea.gov>

Subject: [EXTERNAL MAIL]Re: Outdoor Dining in City R/W

You don't often get email from planner@cityofbrea.gov. [Learn why this is important](#)

CAUTION: BE CAREFUL WITH THIS MESSAGE

This email came from outside City of Fullerton. Do not open attachments, click on links, or respond unless you

Good Morning,

With regards to the City's regulations for outdoor dining in the public right of way can be addressed by our City Engineer, Ryan Chapman as it would require an Encroachment License Agreement (ELA).

I have copied Ryan to the email and he can answer your questions policies, rates, how many businesses currently lease space, etc.

For Planning, depending on the location and to the extent of the proposed dining area may trigger some type of Planning Entitlement, which would typically condition the application to apply for an ELA.

Regards,

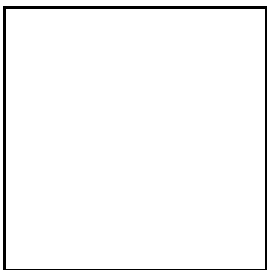
PLANNING DIVISION; Brianna Co

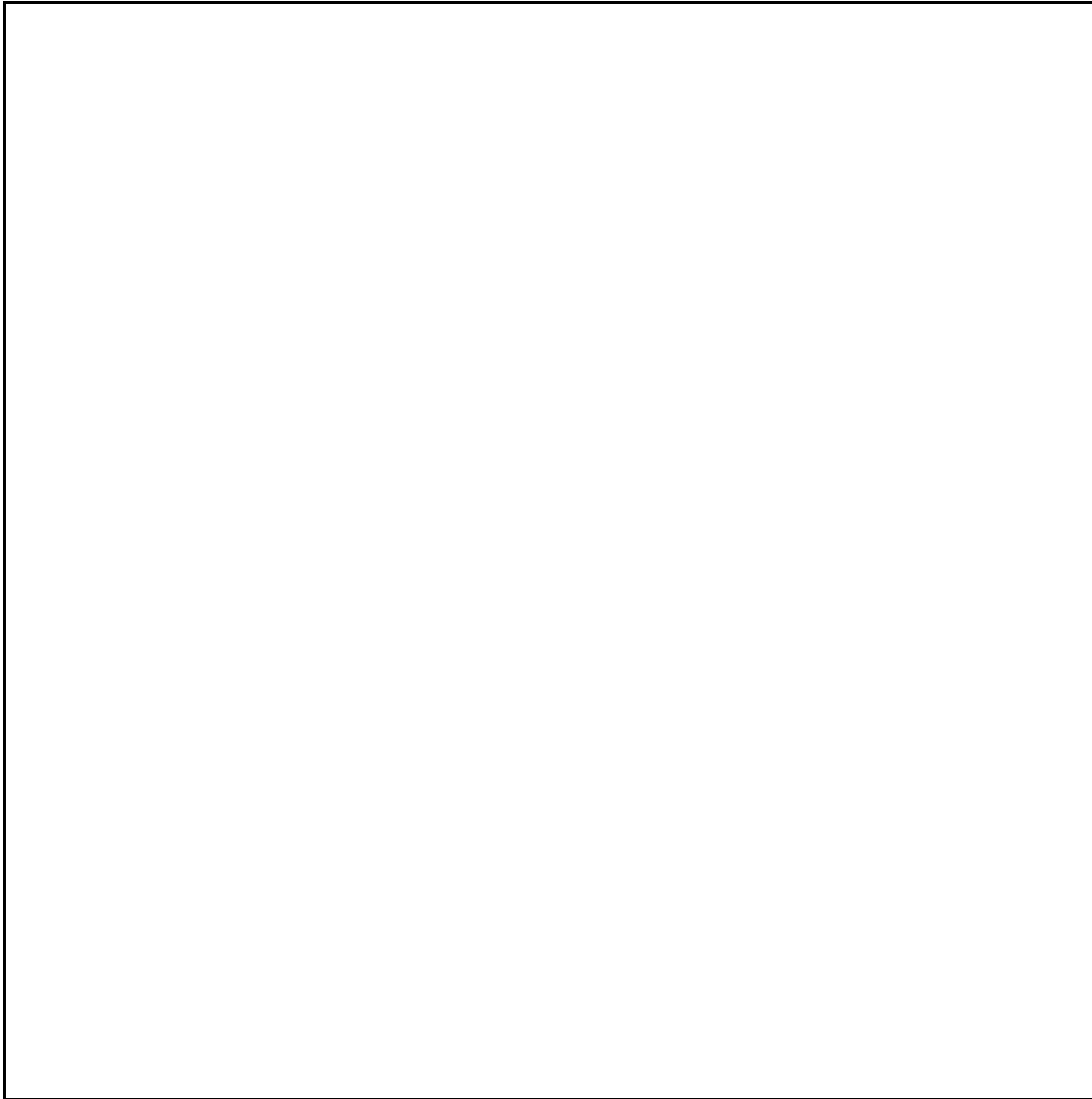
Community Development | Planning

P: 714-990-7674 | **E:** planner@cityofbrea.gov | **W:** www.cityofbrea.gov

Brea Community Center | 1 Civic Center Circle | Brea, California 92821

[Click Here For City Service Hours](#)





From: Matthew Laninovich <Matthew.Laninovich@cityoffullerton.com>

Sent: Wednesday, July 23, 2025 1:37 PM

To: Brea Planning <planner@cityofbrea.gov>

Subject: Outdoor Dining in City R/W

Im looking for information on how your city handles outdoor dining in the public right of way. What your policies are, rates, how many businesses currently lease space, etc.

Thank you,



Matthew Laninovich PE, PLS, QSD

Senior Civil Engineer
City of Fullerton Public Works-Engineering

p: 714.738.6382

e: Matthew.Laninovich@cityoffullerton.com

303 W. Commonwealth Ave.

Fullerton, CA 92832

www.cityoffullerton.com



Disclaimer: This electronic transmission, and any documents attached hereto, may contain confidential and/or legally privileged information. The information is intended only for use by the recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of information received in error is strictly prohibited.

Disclaimer: This electronic transmission, and any documents attached hereto, may contain confidential and/or legally privileged information. The information is intended only for use by the recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of information received in error is strictly prohibited.



From: Matthew Laninovich <Matthew.Laninovich@cityoffullerton.com>
Sent: Wednesday, July 23, 2025 1:37 PM
To: Brea Planning <planner@cityofbrea.gov>
Subject: Outdoor Dining in City R/W

Im looking for information on how your city handles outdoor dining in the public right of way. What your policies are, rates, how many businesses currently lease space, etc.

Thank you,



Matthew Laninovich PE, PLS, QSD

Senior Civil Engineer
City of Fullerton Public Works-Engineering

p: 714.738.6382
e: Matthew.Laninovich@cityoffullerton.com
303 W. Commonwealth Ave.
Fullerton, CA 92832
www.cityoffullerton.com



Disclaimer: This electronic transmission, and any documents attached hereto, may contain confidential and/or legally privileged information. The information is intended only for use by the recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of information received in error is strictly prohibited.

Encroachment Accounts as of 11/13/2025										
Customer	Agreement	Total occupied space (sqft)	Lease Rate	Monthly Payment	Account Balance	Past Due	Payment Plan Balance	Last Payment Received	Notes	
Back Alley Bar & Grill	Enc#435; Ex. 2/6/2025	336	\$ 1.71	\$ 574.56	\$ 12,745.95	\$ 12,745.95	\$ -	10/31/2025 - \$250	Payment of \$250 received 9/25/2025	
Les Amis	Enc#429; Ex. 11/15/2024	1,878	\$ 1.71	\$ 3,211.38	\$ 40,819.24	\$ 40,819.24	\$ -	7/23/2025 - \$3,900	Billing discontinued effective 10/23/2025 Agreements Terminated	
	Enc#430; Ex. 11/15/2024									
Ziings Bistro	Enc#434; Ex. 12/17/2024	490	\$ 1.71	\$ 837.90	\$ 837.90	\$ -	\$ -	10/14/2025 - \$837.90		
Kalaveras Restaurant	Enc#438; Ex. 4/21/2025	990	\$ 1.71	\$ 1,692.90	\$ 5,078.70	\$ 3,385.80	\$ 3,385.80	10/13/2025 - \$1,692.90	Payment Plan is Current.	
Bourbon Street Bar & Grill	Enc#374; Ex. 9/22/2023	535.5	\$ 1.71	\$ 915.70	\$ 10,885.21	\$ 9,969.51	\$ 9,969.51	11/10/2025 - \$1,415.70	Payment Plan is Current.	
Made Coffee	Enc#331; Ex. 2/14/2023	66	\$ -	\$ -	\$ -	\$ -	\$ -	-		
Pilgrims Coffee	Enc#413; Ex. 7/15/2024	60	\$ -	\$ -	\$ -	\$ -	\$ -	-		
Rialto Café	Enc#402; Ex. 3/19/2024	100	\$ -	\$ -	\$ -	\$ -	\$ -	-		
				\$ 7,232.44	\$ 70,367.00	\$ 66,920.50	\$ 13,355.31			