

City of Mt. Shasta
305 N Mt. Shasta Blvd.
Mt. Shasta, CA 96067
(530) 926-7510
mtshastaca.gov



Parklet Installation Application

TO BE COMPLETED BY STAFF

☐

Application Fee Paid: \$250.00

Checks payable to City of Mt. Shasta

Time & Date Received Stamp

Business Name

Business Location

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Applicant Information

Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone: _____ Ext: _____

Email Address: _____

This application is required for any parklet or sidewalk cafe and must satisfy the following conditions:

- (1) Is within the eligible area adjacent to commercially zoned properties within the City limits of Mt. Shasta on the East and West sides of Mt. Shasta Blvd. from Sisson Street to Lake Street, continuing from Lake Street to Alma Street. Additionally, adjacent to commercial properties on the East and West sides of Chestnut Street from Mt. Shasta Blvd. to Alma Street and Castle Street between Alder and Maple.
- (2) Does not exceed the maximum number of parklets as specified in the City's Parklet Program Ordinance
- (3) Be located a minimum of 15 feet from any street corner or intersection and 15 feet from any active driveway connection
- (4) Parklets must be placed to maintain access to all surface utilities such as sewer manholes, water meter boxes, water valve covers, and underground vaults at all times.
- (5) Parklets must provide at least 7.5 feet of clear access to all fire hydrants and Fire Department connections.
- (6) Meet all requirements for design, construction and maintenance as specified in the City's Parklet Program Ordinance

Parklet Permits and Encroachment permits will be issued for a 12-month period and must be renewed annually. The City may deny the extension of the permit if existing conditions change or are confirmed to be imminently scheduled to change in the general area and the parklet is no longer able to meet the published requirements when requesting renewal. Permits may also be denied if the applicant is found to be consistently non-compliant with any element of their permit. Permits are non-transferrable without written consent from the City.

Businesses located within designated areas may apply for a Parklet Permit and an Encroachment Permit following the review and approval by the City Planning Commission. Applications shall be submitted to the City Planning Department and shall contain, at a minimum, the following information:

- A. A brief description that includes the name of the business, a description of the proposed Parklet, and the number of seats.
- B. Initial site plan showing the proposed outdoor Parklet space drawn to scale including sidewalk clearance requirements, elevations, furniture, and handicap access. Site plan shall be on a minimum 11X17 sheet.
- C. Final construction documents that show parklet location and elevations from all sides, sections or cut-through drawings of the design, and construction details for the assembly.
- D. Submission of color photos, renderings, and materials to be used in the construction of the Parklet with specific detail on the materials to be used in the Parklet barriers.
- E. Encroachment, Parklet Permit Applications, proof of insurance naming the City as additionally insured at an amount consistent with City policy.
- F. Submission of letters of support from property owners adjacent to and fronting the proposed Parklet project. At a minimum, applicant should submit copies of correspondence demonstrating that property owners have been notified.

Event Title:**Design and Operational Requirements**

Parklets must be constructed to sit securely on existing surfaces without any anchors or excavated footings and be designed for easy removal. In addition, Parklets shall include the following design and operational considerations.

- A. Parklets must comply with all ADA requirements.
- B. If an applicant intends to serve alcohol in the Parklet, State Alcohol and Beverage Control Department authorization shall be secured by applicant/owner prior to commencement of Parklet construction.
- C. Federally mandated sidewalk clearances for continuous pedestrian/handicapped access along the public sidewalk shall be provided. Measured from the exterior of the building to the edge of curb or any permanent pole, hydrant, tree, planter or any other obstruction, the minimum clearance distance to be maintained shall be sixty inches. The City may require additional distance where warranted.
- D. Parklets must comply with all storm water and drainage requirements. Parklets shall not impede the flow of drainage.
- E. Parklets shall be located at least one parking space or 15 feet away from an intersection or street corner.
- F. Parklets shall not extend more than 6 feet into parallel parking stalls.
- G. Parklets shall be flush mounted with the adjacent curb.
- H. Parklets shall not be located within fifteen feet of a driveway.
- I. Parklets should be designed for easy removal.
- J. Parklets shall install 36 - inch guideposts with reflective elements between corner ends of the Parklet facing the street.
- K. Bolting and penetrating the surface of the street in any way is not allowed.
- L. Exterior edges must be a minimum of 36 inches tall. Exterior edges may be a fixture, planter, or bench.
- M. Landscaping such as hanging plants, potted plants, small bushes, flowers, vines may be provided within the Parklet to the satisfaction of the Planning Commission.
- N. Planters shall not be permanently affixed to the public right of way or parking areas. Plants within the planter shall be maintained in a way that does not interrupt traffic or pedestrian access.
- O. Lighting is required at night. All lighting must be downward facing and be turned off outside of operating hours.
- P. Business identification signs shall be in conformance with the City's approved sign ordinance.
- Q. Hours of operation for Parklets shall be limited to 7:00 AM to 10:00 PM.
- R. Any furnishings which are not secured to the Parklet shall be removed daily at close of business and must be labelled as property of the business.
- S. Subject to City approval, the owner of a Parklet may make improvements to the public sidewalks such as repairing the concrete, patching holes or cracks, installing pavers and generally improving the quality and appearance of the surface.
- T. Separate electrical and plumbing permits are required for any temporary wiring or plumbing connections.
- U. Maintenance, leaf litter, cinders, and litter removal is the responsibility of the applicant/owner. Failure to maintain the Parklet may result in the revocation of the permit and/or issuance of a noncompliance administrative fee of \$100 dollars per day.
- V. Extended lack of use, more than two weeks, may result in the revocation of the permit.

- X. All outdoor dining areas
 - 1. Must maintain a minimum 4-foot distance between tables and chairs.
 - 2. Must maintain pedestrian and traffic safety and access.
 - 3. Must maintain a clear path of travel to public utilities, fire hydrants, building entrances, crosswalks, and transit stops.
 - 4. Must maintain ADA standards on City sidewalks and paths of travel to and from businesses
- Y. Parklet decking must be designed such that the Parklet has a vertical lip of no more than ¼ inch as it connects to the curb and may not have more than a ½ inch gap from the curb. The submitted design must demonstrate that the deck is compliant with ADA accessibility requirements.
- Z. The Parklet design may include vegetation in the form of planters.
- AA. All rails must be capable of withstanding a 200 – lb. horizontal force.
- BB. Design must maintain a minimum 5-foot clear pedestrian through – zone in the sidewalk corridor.
- CC. Parklet footprint: parallel parking. Twenty-four (24”) inch setback on either end of the Parklet, adjacent to parallel parking, and to the roadway shall be maintained. Wheel stops may be used but are not required. If proposed, wheel stops will be installed by the applicant and inspected by the City after final facility construction is complete.
- DD. Parklet footprint: diagonal parking. For diagonal parking and perpendicular parking spaces, the edge of the Parklet must be setback eighteen (18”) inches from the adjacent parking space on either side. This setback space must be included within the Parklet space and not taken from the adjacent spaces.
- EE. Parklet design must include a physical barrier along the street while maintaining clear visual sightlines to the street. Vertical elements, such as planters and umbrellas, should be included so that the facility is visible to vehicles.
- FF. To protect a Parklet in a parallel parking space from parking maneuvers, substantial planters, weighted bollards, or other structures that can withstand light vehicular impact, must be installed on either end of the Parklet and at the street edge. Parklets in diagonal parking spaces are not required to have such substantial edge materials, except for the side and corners at the street edge. Additional traffic safety items may be added to the final design by City Staff.
- GG. Establishments with less than 20 tables total must make one table ADA accessible. Establishments with more than 20 tables total, must make 5% of the tables ADA accessible.
- HH. Surface materials: Loose particles, such as sand or loose stone, are not permitted on the Parklet. A non-slip surface is required.
- II. The Parklet platform may not be attached to or damage the street and must be easily assembled and disassembled. Any damage to the street is the responsibility of the applicant.
- JJ. The Parklet platform must be designed to allow for curb line stormwater drainage and include a minimum twelve (12”) inch gutter bar. The Parklet platform must be designed to not allow debris to collect under the deck.
- KK. The Parklet platform must be designed to accommodate the crown and the cross slope of the street surface.
- LL. All plans must clearly articulate the spans and supports to be used for the body of the Parklet.
- MM. Roof structures, canopies, covers are permitted in Parklets.

- NN. Applicants proposing overhead structures or other architectural features that may catch wind must demonstrate that the structures can withstand wind loads specified by the Building Inspector. Applicants must demonstrate that said structures and canopies pose no risk to the surrounding neighborhood during storms or other instances of severe weather conditions. The Building Inspector may require the plans for overhead structures like canopies to be stamped by an engineer to ensure they are designed in accordance with building code wind criteria.
- OO. Applicant proposing a cover must demonstrate that visual obstruction to adjacent businesses, both storefronts and identifying signage is minimized.
- PP. Umbrellas are permitted; adjacent line of sight must be maintained and the umbrellas must be contained within the Parklet. Umbrellas must have a maximum diameter of 8 feet.
- QQ. Food preparation in parking lots or public right of ways is prohibited
- RR. Outdoor heating, cooking, or open flames are prohibited.
- SS. Portable outdoor gas-fired heating appliances, such as propane heaters:
 - 1. Shall be located at least five (5') feet from buildings; and
 - 2. Shall not be located beneath or closer than 5 feet to combustible overhangs, sunshades, or similar combustible attachments to the building or Parklet.

Insurance

Approved applications shall be required to provide evidence of liability insurance naming the City of Mt. Shasta as additional insured as set forth by the Joint Powers Authority's requirements for risk management. The insurance certificate is intended to protect the public from any liability it may incur as a result of the granting of the requested permit.

Minimum Requirements for Liability Insurance:

A. The insurance shall provide coverage not less than Two Million (\$2,000,000) or Four Million (\$4,000,000) dollars per occurrence depending upon the parameters outlined in the encroachment permit. The policy shall include the following endorsements:

"Without prejudice to coverage otherwise existing herein, the City of Mt. Shasta, its officers, agents, and employees are included as additional insured under this policy claim or claims for injury to person including death, or damage to property, resulting from or growing out of the operations of the permittee within the City of Mt. Shasta, Ca.

Maintenance

The Parklet will be owned and maintained by the applicant. The applicant is responsible for all costs associated with the design, development, construction, installation, maintenance, and removal of the Parklet. If an application is approved, this represents that the applicant shall keep the Parklet free of debris, grime and graffiti, and to keep all plants in good health.

The permit obligates the applicant to ensure that the facility is swept daily and debris is removed from under and around the Parklet a minimum of once a week. The applicant is subject to an approved maintenance plan and agreement as part of the permit and maintenance will be enforced by the City.

Applicant Certification and Financial Responsibility

Under penalty of perjury, I hereby declare that the information contained within and attached to this application is complete, true, and accurate. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the license, or revocation of a license issued. By submitting this application, I certify that I have read and understand the requirements of the application process and that I may be disqualified for failure to meet the requirements of state law or City ordinance, or for incomplete, late, or inaccurate applications/ attachments, and that all fees paid in connection with this application are non-refundable.

I, _____, understand that as the Applicant of the special event described in this application is my sole financial responsibility. Any and all costs and/ or charges associated with the preparation, management, and clean-up of my special event, whether anticipate or not, are the responsibility of myself. In the event that charges are incurred and not paid when due, I understand that the City of Mt. Shasta may apply late fees and additional interest to my charges.

Signature of Applicant

Date: _____

Indemnity Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, _____, between the City of Mt. Shasta, a municipal corporation existing under the Constitution of the State of California ("City"). and _____, ("Applicant").

WHEREAS, Applicant has applied to conduct a special event hereinafter known as the "Project".

WHEREAS, Applicant has requested City to accept the application for the Project and to review, consider, and approve the Project and to conduct environmental review and to make findings as required by the California Environmental Quality Act ("CEQA"); and

WHEREAS, the parties agree that it is in the best interest of Applicant and City to indemnify and hold harmless City from any and all damage, liability or loss or claim of damage, liability or loss connected with or arising out of the approval of the Project or any action taken or decision made by City approving the Project, supplementing the Project, placing conditions on the Project and any decision, determination, of finding made concerning CEQA;

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions discussed below, the parties mutually agree as follows:

1. Applicant, and each of them, shall defend, indemnify, and hold harmless City and its officers, agents, and employees from any claim, action, or proceeding hereinafter collectively known as "Action" against City, its officers, agents, and employees to attack, set aside, void, annul, modify, or in any way challenge any decisions, findings, determinations, or approval made by City resulting from their involvement in the Project, including any claim for private Attorney General fees claimed by or awarded to any party from the City as a result of any challenge to the Project or any action or challenge resulting from use, operation, or maintenance of the Project.

2. Applicant shall reimburse City for any costs, including but not limited to attorney's fees, consultants costs, and litigation expenses incurred by City in defense of any action.

3. Applicant shall indemnify and hold harmless City from any award against the City for attorney's fees, costs, or damages arising out of or related to the City's approval of the Project or Applicant's operation or maintenance of the Project.

INDEMNITY AGREEMENT CONTINUED

4. Applicant agrees to abide by all state and City regulations pertaining to special events and holds City harmless in the enforcement of regulations set out in City ordinance.

5. City shall promptly notify Applicant of any action and shall provide reasonable cooperation with Applicant in fulfillment of Applicant's obligations and responsibilities set forth herein.

6. City, at its sole discretion, may elect to participate independently in the defense of any such action and Applicant will continue to be responsible to reimburse City's expenses. In that case, City shall make independent decisions concerning a defense of its actions and shall make good faith efforts of keeping expenses and costs associated with the defense reasonable. City will, nevertheless, cooperate with Applicant and Applicant shall cooperate with City.

7. If the City enters into a settlement agreement, Applicant shall not be required to pay or perform any settlement unless the settlement is approved by Applicant, which approval shall not be unreasonably withheld.

8. Applicant shall, before hiring counsel to defend any action, consult with City concerning the qualifications and experience of any counsel to be retained. The City will have the right to approve the attorney hired. The approval shall not be unreasonably withheld.

9. All notices under this Agreement shall be sent by certified or registered mail addressed as follows:

To Applicant: _____

To City : City of Mt. Shasta
 305 N Mt. Shasta Blvd.
 Mt. Shasta, CA 96067

INDEMNITY AGREEMENT CONTINUED

10. This Agreement represents a full and complete understanding between the parties regarding the matters discussed herein.

IN WITNESS WHEREOF the parties hereto this Agreement to be executed on the date set forth below.

Dated: _____

CITY OF MT. SHASTA

Dated: _____

APPLICANT

