



**Public Works Department
Planning and Community Development Department**

300 Seminary Avenue

Ukiah, CA 95482

Email: publicworks@cityofukiah.com

Web: www.cityofukiah.com

Phone: (707) 463-6282

Fax: (707) 463-6204

COVID-19 EMERGENCY TEMPORARY USE PERMIT (TUP) APPLICATION

Businesses including, but not limited to retail, restaurants, and mobile food vendors may apply at no cost for the temporary use of City-owned and private property for modified business operations as may be necessitated by the impacts of COVID-19. Please fill out the application below and submit to publicworks@cityofukiah.com or fax to 707-463-6204. For telephone inquiries, please call 463-6282.

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| Business Owner's Name: | Business License Number: | Business License Exp. Date: |
| Business Name/Doing Business As: | | |
| Business/Site Address: | | |
| Business Owner's Phone Number(s): | Business Owner's Email: | |
| Will the temporary use involve private property? <input type="checkbox"/> No <input type="checkbox"/> Yes | | |
| If yes, please provide property owner information: | | |
| Property Owner's Name (If different than Business Owner/Property above): | | |
| Property Owner's Mailing Address: | | |
| Property Owner's Phone Number(s): | Property Owner's Email: | |

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| Will the temporary use involve dedicated use of City-owned property (public right-of-way)? <input type="checkbox"/> No <input type="checkbox"/> Yes |
| If yes, please provide a description and/or address of the location requested: |

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| Temporary Use Details: | |
| Please describe the proposed temporary use: | |
| Dates Proposed for Temporary Use: | Days of the Week and Hours of Operation: |

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| Please provide a simple sketch showing the property and location where the temporary use will occur. If you need assistance, please let our team know. | |
| <input type="checkbox"/> Provided <input type="checkbox"/> If not provided, please describe: | |
| Sketch should show layout of how the property will be utilized. | |

Is any signage proposed?

No Yes

If yes, please describe type (and show location(s) on submitted sketch/layout plan):

Is food service, mobile food vending, or food sales proposed in conjunction with the temporary use?

No Yes

If yes, please provide proof of the food permit that has been obtained from the County of Mendocino Environmental Health Division with the submittal of the application.

Will alcoholic beverages be served in conjunction with the temporary use?

No Yes

If yes, please provide proof of license with the submittal of the application.

For any questions related to alcohol permitting during COVID-19 pandemic, please coordinate with the California Department of Alcohol and Beverage Control.

Will electricity and/or water be utilized in conjunction with the temporary use?

Electricity Water

If yes, please provide a description of use and how it will be accessed:

Permittee/Owner Certification

The permittee/owner shall defend (with attorneys approved by the City), indemnify and hold harmless the City of Ukiah, its agents, officers, and employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval or permit. The City will promptly notify the permittee/owner of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

I certify that the attached application contains the items required. I understand that additional information may be needed to process my application and if any of the items are missing or found deficient, the application will be deemed incomplete, may be rejected, or may constitute grounds for revocation of any permit issued.

I hereby authorize employees of the City of Ukiah, the City's authorized agents, and persons with review or decision making authority for the temporary use permit to enter upon the subject property, as necessary, to inspect the premises, post notices, and process this application.

Business Owner/Permittee Name:

Business Owner/Permittee Title:

Business Owner/Permittee Signature:

Date:

Property Owner Name (if different from above):

Property Owner Signature:

Date:

General Permit Requirements

1. All additional requirements applied to this permit (see below).
2. Businesses desiring to utilize public or private property beyond that which is otherwise permitted shall submit a no-fee Temporary Use Permit Application in a form approved by the City Manager, which shall include a description of proposed use and a drawing/depiction of the proposed location and layout.
3. The Director of Community Development or his designee may approve and issue the permit without providing notice of or conducting a hearing on the application otherwise required of a use permit application.
4. The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the use requested by the business. The requested use shall have limited impact on other businesses operating in close proximity.
5. The City may impose Conditions of Approval on any temporary use that is deemed reasonable and necessary to promote the safe and orderly use of the property and assure compatibility with surrounding land use.
6. The use area and any furnishings shall be maintained in an attractive, clean (free from spills, litter and other debris) and safe manner. During non-operational hours, furnishings shall be secured within the use area or stored indoors.
7. Businesses must comply with all local, state and federal laws, regulations, and guidelines governing the temporary use including public health orders. Food vendors/Restaurants must maintain a food facility permit from the County of Mendocino Environmental Health Division, and alcoholic beverage sales are not permitted without a license, permit or other legally authorized approval issued by the California Department of Alcohol and Beverage Control.
8. The business must have a valid sellers' permit issued by the State Board of Equalization and a City of Ukiah business license.
9. Temporary signage may be placed to designate and/or advertise the use; signs shall not be dangerous or hazardous to vehicles or pedestrians.
10. The use of property shall not interfere with vehicular and pedestrian traffic, or access under the Americans with Disabilities Act.
11. No permanent item or structure may be installed except for that which may be permitted through the normal building and planning process.
12. Any such temporary use permitted shall cease upon termination of the City's emergency order allowing such use, and the business shall return the property to the condition existing at the time of permit issuance.
13. Any street, sidewalk, or City improvements, furnishings, and utilities damaged or destroyed by use and/or facility shall be replaced to City standards with the cost borne by the business.
14. No real property right is provided, given, or otherwise conveyed to any person or entity using City-owned property as provided herein.
15. A temporary use permit in the public right-of- away is an interruptible privilege. The City may interrupt the operation of a temporary use at any time due to anticipated or actual conflicts.
16. The City reserves the right to suspend temporary use if a business fails to comply with any of the requirements.
17. Temporary Use Permits are not transferable to a new owner and/or location.
18. **Insurance Requirements (for use of City-owned property only):** The Business shall procure and maintain for the duration of the permit General Liability insurance against claims for injuries to persons of damages to property which may arise from or in connection with the right-of-way encroachment. The General Liability coverage and policy is to contain, or to be endorsed to contain, the following provisions:
 - A certificate of General Liability insurance in the minimum amount of \$1, 000,000 (**Higher limits may apply with high-risk activities**) combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
 - The City, its officers, officials, employees, and volunteers and the property owner are to be covered as additional insured with respect to liability arising out of the public right-of-way encroachment owner, leased, hired, or borrowed by or on behalf of the Business; and with respect to liability arising out of right-of-way encroachment on behalf of the Business including materials, parts, or equipment in connection with such right-of-way encroachment. General liability coverage can be provided in the form of an endorsement to the Business's insurance, or as a separate owner's policy.
 - The Business's insurance coverage shall be primary as respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Business's insurance and shall not contribute with it.
 - The insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
 - Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in anywhere an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.
19. Permittee agrees to waive any claim it might have against the City of Ukiah ("City") or its officers and employees for death to any person, personal injury, or property damage, resulting from the use authorized by this permit. Permittee agrees to indemnify and hold the property owner and the City and their officers and employees harmless from and against any claim by any person or entity arising out of Permittee's activities under this permit, for damages resulting from the death of any person, personal injury, or property damage, including all costs associates with defending against any such claim, except for deaths, personal injuries, or property damage resulting solely and exclusively from the active negligence of the property owner and/or City or their officers or employees.

I have read and agree to comply with all of the permit requirements.

Signatures for Indemnification Agreement and Agreement to Comply with Permit Requirements

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| Business Owner/Permittee Name: | Business Owner/Permittee Title: |
| Business Owner/Permittee Signature: | Date: |

The Following Sections will be Completed by Staff

Special Permit Conditions

Insurance: The amount of insurance required for this permit is \$

Other Conditions of Approval:

Permit Approval

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|--|---|-------------------------------------|
| Building - Approved by (signature & date): | Public Works - Approved by (signature & date): | |
| Risk Management -Approved (signature & date): | City Manager's Office – Approved (signature & date): | |
| Effective Date: | Expiration Date: | |
| Date Issued: | Issued By: | Temporary Use Permit Number: |