

PUBLIC WALKWAYS OCCUPANCY PERMIT

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3 This Public Walkways Occupancy Permit ("Permit") is granted this 12th day
4 of February, 2014, pursuant to minute order adopted by the City Council of the
5 City of Long Beach at its meeting held on January 7, 2014, to RED LEPRECHAUN, INC.,
6 a California corporation ("Permittee"), whose address is 842 Gladys Avenue, Long
7 Beach, California 90804, as the operator of Red Leprechaun and lessee of premises at
8 4000 East Anaheim Street, Long Beach, California.

9 Permission is granted to Permittee to occupy the public right-of-way with
10 the following obstruction: **low barrier, three (3) tables, six (6) chairs and one (1) menu**
11 **board** at 4000 East Anaheim Street, Long Beach, California. Dimensions and location of
12 the area to be occupied are as shown on Exhibit "A", incorporated by reference and
13 made a part of this Permit; provided that all obstructions are placed only within the permit
14 area shown on Exhibit "A".

15 This Permit is granted with reference to the following facts:

- 16 1. Permittee proposes to occupy the public right-of-way as shown on
17 Exhibit "A"; and
18 2. The proposed occupancy will not now or at any time interfere with
19 continued public use of the public street right-of-way; and
20 3. That there is no present or foreseeable conflicting public need for the
21 proposed use of the public street right-of-way area and its temporary withdrawal from
22 public use will not be injurious or detrimental to the public; and
23 4. That this use of a portion of the public street right-of-way is
24 consistent with proper and lawful street uses and the use is approved; and
25 5. The City Engineer has determined that this use is in compliance with
26 Chapter 14.14 of the Long Beach Municipal Code, all related to temporary use of the
27 public rights-of-way.

28 The use of the public street right-of-way is granted upon and subject to the

1 following terms and conditions:

2 1. The minimum width of the public walkway shall be ten (10) feet, or as
3 otherwise approved by the City Council pursuant to Chapter 14.14 of the Long Beach
4 Municipal Code, and any obstruction must permit at least five (5) feet of unobstructed
5 area of public walkway.

6 2. The obstruction shall abut the property and not be located in a
7 manner which interferes with the flow of pedestrian or other traffic.

8 3. The maximum height of any such obstruction shall be six (6) feet and
9 all such obstructions shall be entirely portable, except as specifically authorized by the
10 City Engineer.

11 4. This Permit may be immediately suspended for a designated time
12 period at any time in the event that, in the discretion of the City Council or City Manager,
13 such obstruction would interfere with street improvement activities, construction activities,
14 cleaning efforts or other similar activities.

15 5. The obstruction shall be kept in a good state of repair and in a safe,
16 sanitary, and attractive condition.

17 6. Such obstruction may not be located within twenty (20) feet from an
18 intersection (measured to the prolongation of the near curb of the intersecting street) or
19 within ten (10) feet from a driveway or alley (measured to the near end of the fully
20 depressed portion of an apron-type driveway or to the prolongation of the near curb of the
21 driveway) unless otherwise approved by the City Council pursuant to the considerations
22 specified in Chapter 14.14 of the Long Beach Municipal Code.

23 7. The public street right-of-way shall be used by Permittee only for the
24 obstruction described above and in the area shown on Exhibit "A".

25 8. The area in front of the entrance to the business shall not be
26 obstructed by barricades, chairs, tables or other furniture.

27 9. The Permittee shall place all obstructions, and any accessories or
28 equipment located within a dining or entertainment area, in strict accordance with Fire

1 Department and Health and Human Services Department standards and contained within
2 Chapter 14.14 of the City of Long Beach Municipal Code.

3 10. No surface improvements, included but not limited to special paving
4 surfaces, may be removed or altered by the Permittee unless approved in advance in
5 writing by the City Engineer.

6 11. The Permittee shall not allow cleaning chemicals, or other foreign
7 matter to flow into the parkway tree well, and shall otherwise protect the health of
8 adjacent street trees, and shall likewise prevent the discharge of litter, cleaning chemicals
9 and all other foreign matter to the storm drain system.

10 12. The Permittee shall protect any parkway trees in the immediate
11 vicinity of the permit area from damage due to the Permittee's cleaning or other activities
12 on the public walkway. The Permittee shall not interfere with City's access to parkway
13 trees for maintenance purposes. Any special maintenance of the parkway trees is the
14 responsibility of the Permittee and must be performed by a qualified landscape contractor
15 acting under a permit from City's Street Landscaping Division. City shall not be held
16 financially responsible for damage to Permittee's sidewalk furniture or awnings occurring
17 in the course of regular street tree maintenance.

18 13. Upon any termination of this Permit, whether by revocation or
19 otherwise, Permittee shall remove the obstructions authorized by this Permit at the sole
20 discretion of the City Engineer and shall otherwise restore the public street right-of-way to
21 a condition substantially the same as existed immediately prior to the occupancy
22 provided for by this Permit. Should Permittee fail or refuse to remove the obstructions,
23 City may do so and, in such event, the security deposit paid by Permittee shall be applied
24 to City's costs. Permittee shall reimburse City for any costs in excess of the security
25 deposit. In the event of removal by City of all or any portion of the obstructions, City shall
26 not be liable for any damage to or loss of any property of Permittee.

27 14. The following additional conditions shall apply to public walkway
28 occupancy permits for dining or entertainment areas:

1 A. Any dining or entertainment area shall be defined by
2 placement of sturdy fencing or other suitable barriers, not to exceed forty-eight (48)
3 inches in height, as approved by the City Engineer. Such barriers may only be affixed to
4 public property with the prior approval of the City Engineer.

5 B. All accessories to dining or entertainment uses such as plants
6 or planter boxes, umbrellas, podiums, menu boards, musical equipment and heaters may
7 not exceed those enumerated on Exhibit "A", and must be located inside the barrier, as
8 shown on Exhibit "A".

9 C. All dining and entertainment which takes place on the public
10 right-of-way shall conform to the requirements of Chapter 8.80 of the Long Beach
11 Municipal Code regarding noise. Complaints regarding noise shall be logged by city staff
12 and may be the basis for suspension, cancellation, or non-renewal of a permit.

13 D. The Permittee shall be responsible for cleaning the public
14 walkway occupied by a dining or entertainment area.

15 15. Any permit issued within the downtown area as defined on Exhibit
16 "B" and made a part of this Permit shall comply with all of the foregoing requirements and
17 the following additional requirements:

18 A. No tents or windbreaks may be used in, over, or around dining
19 or entertainment areas.

20 B. Temporary banners, not exceeding the height of the barrier
21 and attached to the barrier are permitted for a two (2) week period no more than four (4)
22 times per year.

23 C. Menu boards must be portable, located within the dining area,
24 and must not exceed five (5) feet, six (6) inches tall. Menu boards may be either a single
25 pole pedestal of painted metal or a board attached to the inside of the barrier, parallel to
26 the barrier.

27 D. The following are prohibited on the public walkway in the
28 downtown area: television monitors, canopies and A-frame signs.

1 16. Upon expiration, a new permit must be obtained on the basis of a
2 new application and payment of a new fee and any security deposit amount due.
3 Renewal of the permit is not automatic and there is no right or entitlement to any use of
4 the public right-of-way. Security deposits may be adjusted from year to year based on
5 permit compliance and enforcement cost history. This Permit shall never be construed
6 as the grant by City of any right to permanently use or occupy all or any portion of the
7 public right-of-way; nor shall it ever be construed as a waiver on the part of City, or as an
8 estoppel against it, which would in any manner whatsoever bar or limit, or otherwise
9 prejudice, its right to at any time whatsoever require a discontinuance of the use or
10 occupancy of all or any part of the public street right-of-way, the removal therefrom of all
11 or any obstructions erected or maintained under this Permit and the restoration of such
12 public street right-of-way to a clean condition, all at the sole cost and expense of
13 Permittee.

14 17. Notices of violation of any of the terms and conditions of this permit
15 may be issued by the City of Long Beach. Within the downtown area as defined on
16 Exhibit "B", preliminary informal notices may be issued by Downtown Long Beach
17 Associates. The enforcement process is set forth on Exhibit "C", attached hereto, and
18 made a part of this permit. Notwithstanding the above, City may revoke this Permit at
19 any time by giving thirty (30) days written notice to Permittee or cancel the permit for
20 noncompliance with its terms. Such notice shall be signed by the City Manager, postage
21 pre-paid, and addressed to Permittee at its address provided above.

22 18. Permittee accepts this public right-of-way in its present condition and
23 agrees to maintain the same in a safe, clean, and orderly condition. Any and all uses
24 made of the public right-of-way shall be at the sole risk, cost, and expense of Permittee.
25 Permittee, by its acceptance of this Permit, agrees to indemnify, defend, save and keep
26 City, its officers, agents, and employees free and harmless from and against any and all
27 liability as well as from and against any and all loss, claims, demands, damages,
28 expenses and costs of whatsoever nature arising out of or in any manner resulting,

1 directly or indirectly, from Permittee's operations on or the condition, use or misuse of the
2 public street right-of-way, including liability, claims or damages to or as a result of any
3 structures or fixtures on the public street right-of-way or appurtenances to it.

4 19. In partial performance of this obligation, Permittee shall obtain and
5 keep in full force and effect such public liability insurance and property damage insurance
6 as required by the Long Beach Municipal Code.

7 20. Nothing in this Permit shall be construed to excuse compliance by
8 Permittee with any and all of the laws and ordinances of City and State; neither shall this
9 Permit be deemed to obviate the necessity of Permittee's obtaining such other permits or
10 licenses as are required to conduct specific activities within the area, including but not
11 limited to entertainment or the sale, service or consumption of alcoholic beverages.

12 21. The terms of this permit shall be enforced by the procedure set forth
13 on Exhibit "C", attached and made a part of this permit.

14 22. In case suit shall be brought for the recovery of possession of all or
15 any portion of the public right-of-way or because of the breach of any covenant contained
16 in this Permit to be kept and performed on the part of Permittee, Permittee shall pay to
17 City reasonable attorneys' fees which shall be fixed by the court.

18 23. Permittee shall not assign this Permit, or any interest in it, nor shall
19 this Permit, or any interest in it, be subject to transfer or assignment by order of any
20 court. Any such transfer or assignment shall not create any right whatsoever in the
21 transferee or assignees and shall entitle the City Manager, at his discretion, to terminate
22 this Permit.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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The acceptance of this Permit by Permittee shall be endorsed on this Permit and shall be an acceptance by Permittee of all of the terms and conditions of this Permit and an agreement to abide and comply with it. Permittee further acknowledges that Permittee is aware of the requirements of Long Beach Municipal Code Chapter 14.14, and that Permittee shall conduct all activities hereunder in compliance with such chapter.

RED LEPRECHAUN, INC., a California corporation

11/12, 2013

By [Signature]
Name Terry Mes
Title CEO

11/12, 2013

By [Signature]
Name Terry Mes
Title President

"PERMITTEE"

CITY OF LONG BEACH, a municipal corporation

2-11, 2013
14

By [Signature] Assistant City Manager
City Manager

"CITY"

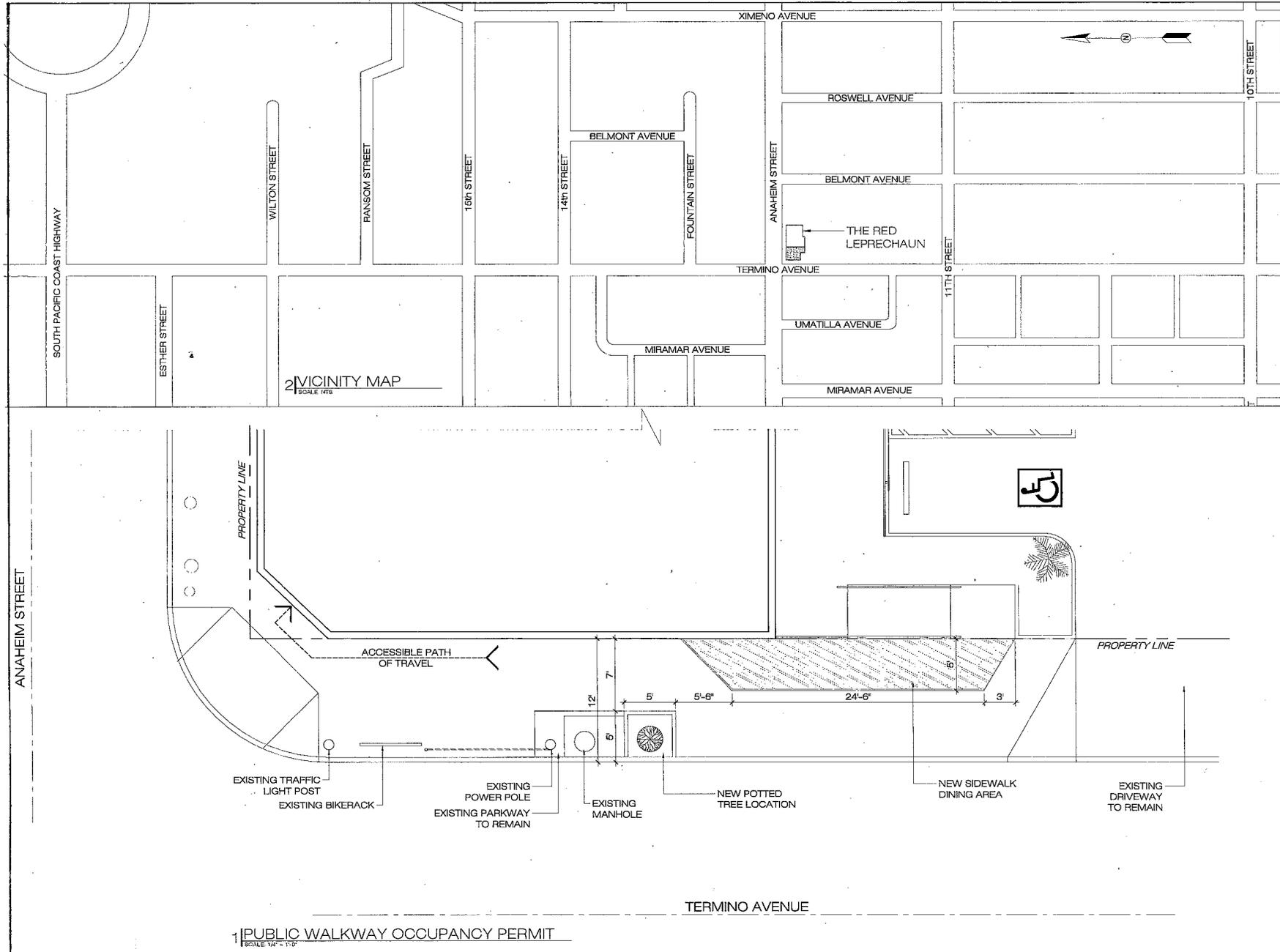
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Approved as to form this 17th day of January, 2013. 14

CHARLES PARKIN, City Attorney

By [Signature]
Deputy City Attorney

Exhibit A
Page 1 of 2



Charmian Ochocka, AIA
ULTRA-UNIT of Architecture
Design and Construction

This document contains information
proprietary to ULTRA-UNIT.COM

Project
RED LEPRECHAUN
4000 East Anaheim Street
Long Beach, California 90804

Architects Stamp
Scale: AS NOTED
Date: 06-27-2013
Job No:
Revisions:

Public Walkway
Occupancy
Plan

Sheet Title:
A0.9

Sheet No.
CAD File No.

List of Approved Furnishings and Accessories
(Attachment to Public Walkways Occupancy Permit for Sidewalk Dining Purposes)

Restaurant: Red Leprechaun

Permittee: Red Leprechaun, Inc.

Address: 4000 E ANAHEIM

Telephone: (562) 673-6777

Tables number: 3

Chairs number: 6

Umbrella(s) height & number: _____

Heater(s) height & number: _____

Menu board
note: maximum height of 5 ft 6 in, maximum width of 2 ft & none permitted in the coastal zone

Waiter station size: _____

Planters for trees or other greenscaping describe: _____

Other: _____

We intend to make occasional use of the permit area for live or recorded entertainment (Note: A separate entertainment permit is required).

The following are prohibited:

- canopies (ground supported)
- television monitors

Permittee signature: 

Date: 7/14/2013

Print name here: TRACY AMES

This list of furnishings and accessories is effective only when attached to a completed Public Walkways Occupancy Permit.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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EXHIBIT "B"

"Downtown area" means the area bounded northerly by the centerline of Tenth Street; westerly by the centerline of Maine Avenue north of First Street, and the centerline of Golden Avenue south of First Street and the centerline of Golden Shore and its southerly prolongation; easterly by the centerline of Lime Avenue north of First Street and the centerline of Alamitos Avenue and its southerly prolongation south of First Street; southerly by the mean high tide line of the Pacific Ocean and its prolongation across the entrance to Pacific Terrace Harbor and Queen's Way Landing Boat Basin.

EXHIBIT "C"

**PUBLIC WALKWAYS OCCUPANCY PERMITS
ENFORCEMENT PROCESS**

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1. Letter of information sent to Permittee regarding Long Beach Municipal Code requirements and requested to correct an observed violation of permit conditions.
 - If not remedied in ten (10) working days, send official Notice of Violation.
2. Notice of Violation
 - Indicates that Permittee can be found in default for failure to comply with permit conditions per Long Beach Municipal Code Section 14.14.090.
 - Notes that uncorrected violations will be reported to the City Council at the next permit application.
 - Alerts Permittee that the Alcoholic Beverage Control (ABC) will be notified of all permits declared in default.
 - If violation of permit conditions is not corrected within ten (10) working days, send Second Notice of Violation by certified mail.
 - Copies of Notice of Violation to be sent to the City Manager, Downtown Long Beach Associates (DLBA) and the Redevelopment Agency.
3. Second Notice of Violation
 - Inform Permittee that "On (date 10 working days hence) you will receive a Notice of Default if permit violations not corrected."
 - If permit violations not corrected within ten (10) working days, send Notice of Default by certified mail.
 - Copies of Second Notice of Violation to be sent to the City Manager, DLBA and the Redevelopment Agency.
4. Notice of Default by Department of Public Work
 - Provides Permittee ten (10) working days to remedy violation.
 - "If Permittee fails or refuses to remedy the default within the time specified, the right of the Permittee to use the public walkway shall cease and City shall have the right to remove the public walkway obstruction at Permittee's expense" (LBMC 14.14.090).
 - If a Notice of Default is issued, the security deposit that was paid with the permit application will be forfeited.
 - Second ABC notice of permit status upon actual default.
 - City Manager, DLBA and Redevelopment Agency informed when final default occurs.
5. City pick-up of obstructions at Permittee's expense and/or possible legal action to restrain use of sidewalk by the City Prosecutor.
6. Prior to New Permit Issuance
 - Payment of new permit processing fee and security deposit.
 - Payment of any fees, damages, or City costs assessed for prior code enforcement actions.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2014

PRODUCER

DOUG FAIRCHILD INSURANCE
2923 - B SATURN ST
BREA, CA 92821
714-528-7576

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

RED LEPRECHAUN INC.
4000 E. ANAHEIM ST # A-1
LONG BEACH, CA 90804

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A	FARMERS INSURANCE EXCHANGE	21652
INSURER B	MID - CENTURY INSURANCE COMPANY	
INSURER C		
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	97-60507-2044	1-27-14	1-27-15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/CP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	97-A09457707	6-30-13	6-30-14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEES \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

APPROVED AS TO SUFFICIENCY
Michael Cleo
RISK MANAGER
CITY OF LONG BEACH
DATE: 2/3/14

By *[Signature]*
LINDA T. VU
DEPUTY CITY ATTORNEY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
MID-SIZE RESTAURANT AND TAVERN, WITH LIGHT BEER AND WINE SALES
 * CERTIFICATE HOLDER NAMED BELOW (THE CITY OF LONG BEACH) IS NAMED AS AN ADDITIONAL INSURED ON THIS POLICY.

CERTIFICATE HOLDER

CITY OF LONG BEACH, ITS BOARDS AND COMMISSIONS, AND THEIR OFFICIALS, EMPLOYEES & AGENTS AS ADDL INSURED
 333 WEST OCEAN BLVD, 10TH FLOOR
 LONG BEACH, CA 90802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
[Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

Name Of Person Or Organization:
CITY OF LONG BEACH
SEE E0002

APPROVED AS TO SUFFICIENCY
Michael Oles
RISK MANAGER
CITY OF LONG BEACH
DATE: 2/3/14

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

The following is added to Paragraph C, **Who Is An Insured** in the Businessowners Liability Coverage Form:

- 4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

APPROVED AS TO FORM
2/4, 20 14
CHARLES PARKIN, City Attorney
Charles Parkin
CITY ATTORNEY

ENDORSEMENT

Effective

Date 01/27/14

60507-20-44

Policy Number
of the Company designated
in the Declarations

CITY OF LONG BEACH, OFFICE OF THE CITY ENGINEER IS ADDED
AS ADDITIONAL INSURED FOR PRIMARY NON CONTRIBUTORY COVERAGE
USING THE FORM "ADDITIONAL INSURED-OWNERS, LESSEES, OR
CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION".
CITY OF LONG BEACH, IT'S BOARDS AND COMMISSIONS, AND THEIR
OFFICIALS, EMPLOYEES AND AGENTS AS ADDITIONAL INSUREDS

APPROVED AS TO FORM

2/7, 2014
CHARLES PARKIN, City Attorney

By *Linda T Vu*
LINDA T VU
DEPUTY CITY ATTORNEY

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

COUNTERSIGNED

[Signature]
(Date)

