

**PUBLIC WALKWAYS OCCUPANCY PERMIT**

**P - 00132**

This Public Walkways Occupancy Permit ("Permit") is granted this 26<sup>TH</sup> day of July, 2016, pursuant to minute order adopted by the City Council of the City of Long Beach at its meeting held on June 21, 2016, to IFFAT KARIM an individual ("Permittee"), as the operator of Bella Pizza and lessee of premises at 4085 Atlantic Avenue, Suite #B, Long Beach, California 90807 ("Premises").

Permission is granted to Permittee to occupy the public right-of-way with the following obstruction: **low barrier, one (1) low railing, four (4) tables, twelve (12) chairs, four (4) eight foot (8') portable umbrellas, two (2) eight foot (8') portable heaters** at Bella Pizza, Long Beach, California. Dimensions and location of the area to be occupied are as shown on Exhibit "A", incorporated by reference and made a part of this Permit; provided that all obstructions are placed only within the permit area shown on Exhibit "A".

This Permit is granted for a period of one (1) year from latest date of full execution of this Permit, with reference to the following facts:

1. Permittee proposes to occupy the public right-of-way for dining purposes only, as shown on Exhibit "A". Permittee represents that the property owner of the Premises has approved of Permittee's application for this Permit and/or that Permittee's Lease of the Premises authorizes operations under this Permit; and

2. The proposed occupancy will not now or at any time interfere with continued public use of the public street right-of-way; and

3. That there is no present or foreseeable conflicting public need for the proposed use of the public street right-of-way area and its temporary withdrawal from public use will not be injurious or detrimental to the public; and

4. That this use of a portion of the public street right-of-way is consistent with proper and lawful street uses and the use is approved; and

5. The City Engineer has determined that this use is in compliance with Chapter 14.14 of the Long Beach Municipal Code, all related to temporary use of the public

1 rights-of-way.

2 The use of the public street right-of-way is granted upon and subject to the  
3 following terms and conditions:

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

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

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

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

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

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

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

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

1           9.     The Permittee shall place all obstructions, and any accessories or  
2 equipment located within a dining or entertainment area, in strict accordance with Fire  
3 Department and Health and Human Services Department standards and contained within  
4 Chapter 14.14 of the City of Long Beach Municipal Code.

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

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

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

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

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

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

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

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

14                  D. The Permittee shall be responsible for cleaning the public  
15 walkway occupied by and adjacent to the permitted area.

16                  E. No tents, canopies or windbreaks may be used in, over, or  
17 around dining or entertainment areas.

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

21                  G. Menu boards must be portable, located within the dining area,  
22 and must not exceed five (5) feet, six (6) inches tall. Menu boards may be either a single  
23 pole pedestal of painted metal or a board attached to the inside of the barrier, parallel to  
24 the barrier. No A-frame signs.

25                  15. Upon expiration, a new permit must be obtained on the basis of a new  
26 application and payment of a new fee and any security deposit amount due. Renewal of  
27 the permit is not automatic and there is no right or entitlement to any use of the public right-  
28 of-way. Security deposits may be adjusted from year to year based on permit compliance

1 and enforcement cost history. This Permit shall never be construed as the grant by City of  
2 any right to permanently use or occupy all or any portion of the public right-of-way; nor shall  
3 it ever be construed as a waiver on the part of City, or as an estoppel against it, which  
4 would in any manner whatsoever bar or limit, or otherwise prejudice, its right to at any time  
5 whatsoever require a discontinuance of the use or occupancy of all or any part of the public  
6 street right-of-way, the removal therefrom of all or any obstructions erected or maintained  
7 under this Permit and the restoration of such public street right-of-way to a clean condition,  
8 all at the sole cost and expense of Permittee.

9           16. Notices of violation of any of the terms and conditions of this permit  
10 may be issued by the City of Long Beach. City may revoke this Permit at any time by giving  
11 thirty (30) days written notice to Permittee or cancel the permit for noncompliance with its  
12 terms. Such notice shall be signed by the City Manager, postage pre-paid, and addressed  
13 to Permittee at its address provided above.

14           17. Permittee accepts this public right-of-way in its present condition and  
15 agrees to maintain the same in a safe, clean, and orderly condition. Any and all uses made  
16 of the public right-of-way shall be at the sole risk, cost, and expense of Permittee.  
17 Permittee, by its acceptance of this Permit, agrees to indemnify, defend, save and keep  
18 City, its officers, agents, and employees free and harmless from and against any and all  
19 liability as well as from and against any and all loss, claims, demands, damages, expenses  
20 and costs of whatsoever nature arising out of or in any manner resulting, directly or  
21 indirectly, from Permittee's operations on or the condition, use or misuse of the public street  
22 right-of-way, including liability, claims or damages to or as a result of any structures or  
23 fixtures on the public street right-of-way or appurtenances to it.

24           18. In partial performance of this obligation, Permittee shall obtain and  
25 keep in full force and effect such public liability insurance and property damage insurance  
26 and endorsed to City of Long Beach as additional insured, as required by the attached  
27 Exhibit "C".

28           19. Nothing in this Permit shall be construed to excuse compliance by

1 Permittee with any and all of the laws and ordinances of City and State; neither shall this  
2 Permit be deemed to obviate the necessity of Permittee's obtaining such other permits or  
3 licenses as are required to conduct specific activities within the area, including but not  
4 limited to entertainment or the sale, service or consumption of alcoholic beverages.

5 20. The terms of this permit shall be enforced by the procedure set forth  
6 on Exhibit "B", attached and made a part of this permit.

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

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

16 IFFAT KARIM an individual

17 5/25/16, 2016 By Iffat Karim  
18 Iffat Karim

19 "PERMITTEE"

20 CITY OF LONG BEACH, a municipal corporation

21 7/26, 2016 By Charles Parkin  
22 City Manager

23 "CITY"

24 Approved as to form this 29 day of June, 2016.

25  
26 CHARLES PARKIN, City Attorney

27 By Charles Parkin  
28 Deputy City Attorney

# EXHIBIT “A”

APPROVED IFFAT KARIM *Attkin* FINAL 5/9/2016

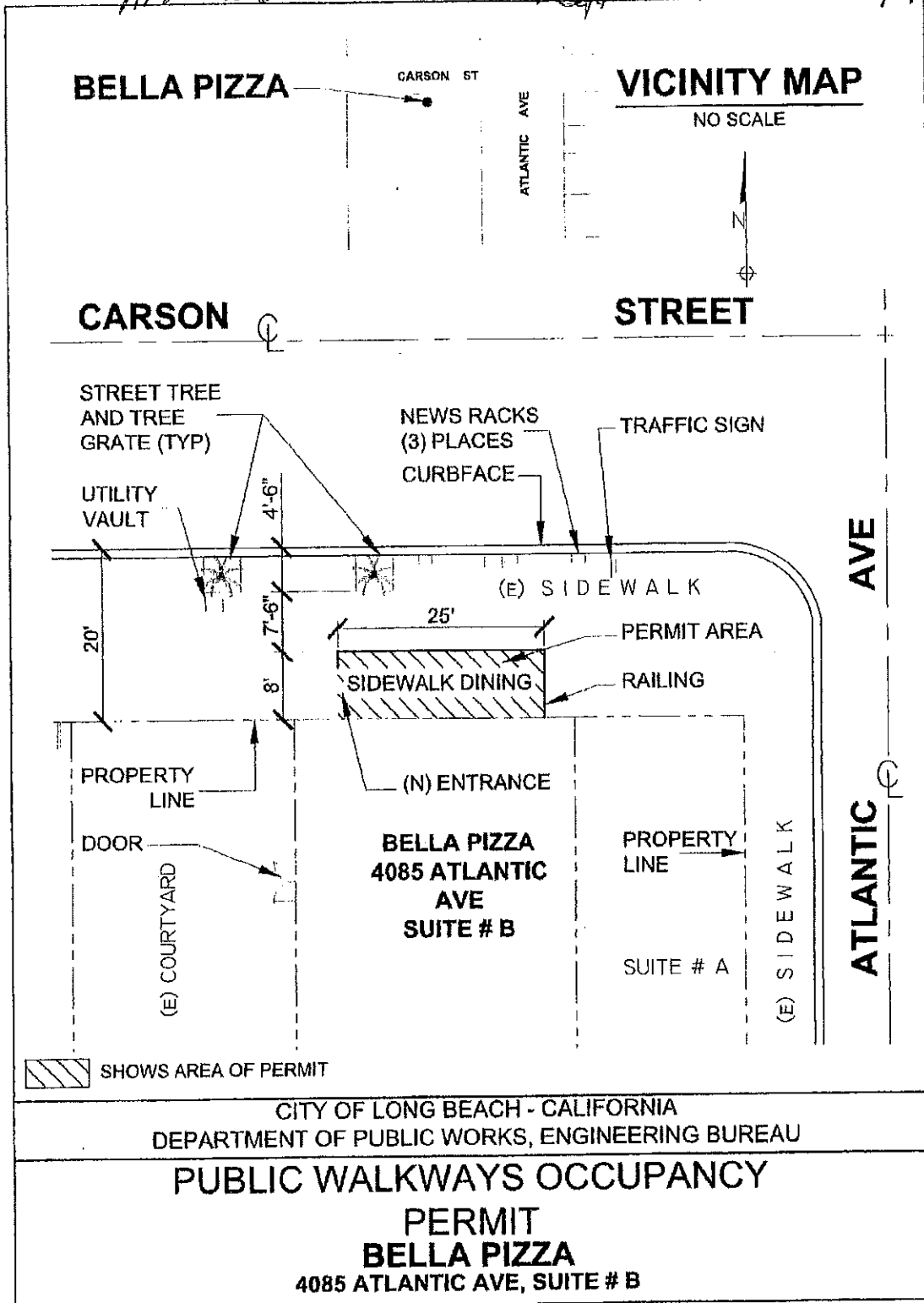




Exhibit B

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

Restaurant: BELLA PIZZA Permittee: IFFAT KARIM

Address: 4085 ATLANTIC AVE Telephone: 818-370-5259

☒ Tables  
number: 4

☒ Chairs  
number: 12

☒ Umbrella(s)  
height & number: 8 FT X 4

☒ Heater(s)  
height & number: 8 FT X 2

☐ 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: ONE LOW RAILING

☐ 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

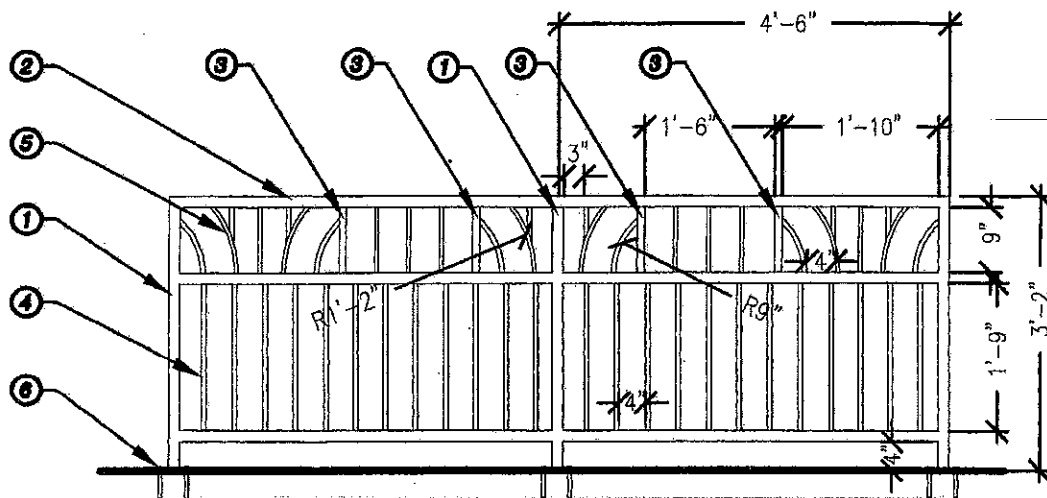
Permittee signature: IFFAT KARIM

Date: 5/9/2016

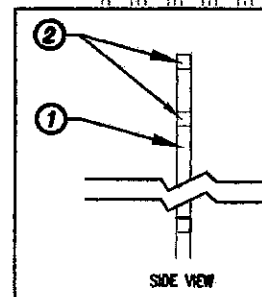
Print name here: IFFAT KARIM

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

4/14/2016



1. 1 1/2" SQ. 14 GAUGE TUBULAR STEEL POST
  2. 1 1/2" SQ. 16 GAUGE TUBULAR STEEL LATERAL
  3. 1" SQ. 16 GAUGE TUBULAR STEEL DECORATIVE PANEL FRAME
  4. 5/8" 16 GAUGE TUBULAR STEEL PICKET
  5. 1/2" 16 GAUGE DECORATIVE TUBULAR STEEL PICKET
  6. 4"x4" 3/16" THICK STEEL SURFACE MOUNT PLATE, 1/2" DIA. X 4" DEEP BOLTS
- TOTAL 10 PLATES, 40 BOLTS



EXHIBIT

SCALE: 1/2"=1'

PUBLIC WALKWAYS OCCUPANCY PERMIT: EXHIBIT

BELLA PIZZA LB  
4085 ATLANTIC AVE, UNIT B  
LONG BEACH, CA 90807  
818-370-5259

RAILING

**EXHIBIT "B"**

**PUBLIC WALKWAYS OCCUPANCY PERMITS  
ENFORCEMENT PROCESS**

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.

# EXHIBIT “C”



## CITY OF LONG BEACH DEPARTMENT OF PUBLIC WORKS

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### LIABILITY INSURANCE REQUIREMENTS FOR PUBLIC WALKWAYS OCCUPANCY PERMITS

The Permittee must maintain a policy of comprehensive general liability insurance with a combined single limit of at least \$1,000,000 per occurrence and a \$2,000,000 general aggregate limit. The company issuing the insurance policy must be admitted in the State of California or have a rating of or equivalent to A.VIII in Best's Insurance Guide. The following must be submitted to the City of Long Beach to obtain a permit to occupy the public sidewalk:

1. A **certificate of insurance** showing evidence of the above and signed by a person authorized to bind coverage must be submitted to the City.
2. An endorsement naming the City of Long Beach, its officials, employees and agents as additional insured, and providing items (a), (b), (c) and (d) listed below, must also be submitted. The use of the City's form titled "**General Liability Endorsement – Public Walkways Occupancy Permits**" (attached) is recommended, although the insurer's own form equivalent in coverage to an ISO CG 20 12 11 85 (government permit endorsement) is also acceptable. The special provisions are as follows:
  - (a) Notice of cancellation endorsement per industry or company standards providing the same coverage as the City's endorsement. The notice of cancellation endorsement may be qualified to provide 10 days notice for nonpayment of premium. If no separate notice of cancellation endorsement is provided, we will accept a simple modification of the standard cancellation language on the certificate, striking out the phrases: "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives," and elimination of standard disclaimer language on the certificate, such as "this certificate is issued as a matter of information only and confers no rights upon the certificate holder."
  - (b) Primary coverage endorsement providing that any insurance or self insurance maintained by the City of Long Beach shall be excess to this insurance and shall not be contributing to this insurance.
  - (c) Severability of interests' endorsement or equivalent policy wording.
  - (d) Cross liability endorsement or equivalent policy wording.

**Send the certificate of insurance and endorsement form to:**

City of Long Beach  
Office of the City Engineer  
333 West Ocean Boulevard, 10<sup>th</sup> Floor  
Long Beach, CA 90802  
Attn: Carmelo Buzon

**THE CERTIFICATE & ENDORSEMENT MAY BE FAXED TO: (562) 570-5640, attention of Carmelo Buzon.** If there are questions regarding insurance requirements, please call Carmelo Buzon at (562) 570-7954.



# CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS ATTN: RIGHT-OF-WAY COORDINATOR

333 West Ocean Boulevard, 10<sup>th</sup> Floor • Long Beach, California 90802 • (562) 570-7954 FAX (562) 570-5640

## General Liability Endorsement – Public Walkways Occupancy Permits

Minimum Limits: \$1,000,000 per occurrence, \$2,000,000 general aggregate

### A. GENERAL LIABILITY POLICY INFORMATION

1. Insurance Company \_\_\_\_\_
2. Policy No. \_\_\_\_\_ Policy Term (from) \_\_\_\_\_ (to) \_\_\_\_\_
3. Endorsement effective date \_\_\_\_\_ Endorsement expiration date \_\_\_\_\_
4. Name of Insured \_\_\_\_\_
5. Address of Named Insured \_\_\_\_\_
6. Address of Permitted Operations \_\_\_\_\_
7. Deductible or Self-insured Retention (nil unless otherwise specified) \$ \_\_\_\_\_
8. Policy Limits: Occurrence \$ \_\_\_\_\_ General Aggregate: \$ \_\_\_\_\_
9. Policy Form equivalent to: CG 00 01 \_\_\_\_\_ CG 00 02 \_\_\_\_\_ GL 00 02 \_\_\_\_\_

### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Long Beach, its boards and commissions, and their officials, employees, and agents are included as additional insured with respect to all loss, liability, claims, demands causes of action, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising out of, or in any manner incident to, operations performed by or on behalf of the Named Insured related to the permit issued by the City.
2. **PRIMARY AND NONCONTRIBUTORY COVERAGE.** The coverage afforded by this policy to the City, its boards and commissions, and their officials, employees and agents shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, officials, employees, and agents shall be in excess of this insurance and not contribute to it.
3. **SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Insurer's limit of liability.
4. **CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
5. **CANCELLATION NOTICE:** This insurance shall not be cancelled, nonrenewed, or reduced in coverage or limits except after thirty (30) days prior written notice has been given to the City (ten (10) days prior written notice if the policy is cancelled for nonpayment of premium). Such notice shall be addressed to the City of Long Beach at the address above.

### C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incident and claims are reported to the insurer at:

ATTENTION: \_\_\_\_\_  
(Name) (Title) (Company)

ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

### D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) \_\_\_\_\_, warrant that I have authority to bind the insurance company listed above in Item A.1. and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_ ORGANIZATION: \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX NO. ( ) \_\_\_\_\_