### PUBLIC WALKWAYS OCCUPANCY PERMIT

# P -00028

This Public Walkways Occupancy Permit ("Permit") is granted this <u>f</u> day of <u>fantary</u>, 20<u>15</u> pursuant to minute order adopted by the City Council of the City of Long Beach at its meeting held on December 2, 2014, to SHORE HOUSE RESTAURANT, INC., a California corporation ("Permittee"), whose address is 5258 E. Second Street, Long Beach, California 90803, as the operator of Shore Public House and lessee of premises at 5258 E. Second Street, Long Beach, California 90803.

Permission is granted to Permittee to occupy the public right-of-way with the following obstruction: **low barrier, three (3) tables, six (6) chairs, and one (1) menu board** at 5258 E. Second Street, Long Beach, California 90803. 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 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

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 rights-of-way.

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

OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 1

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1 || following terms and conditions:

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

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

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

7. The public street right-of-way shall be used by Permittee only for the
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.

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

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

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

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

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OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 A. Any dining or entertainment area shall be defined by placement of sturdy fencing or other suitable barriers, not to exceed forty-eight (48) inches in height, as approved by the City Engineer. Such barriers may only be affixed to public property with the prior approval of the City Engineer.

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

13D.The Permittee shall be responsible for cleaning the public14walkway occupied by a dining or entertainment area.

E. Sidewalk dining or entertainment is permitted to operate between the hours of 10:00 a.m. and 10:00 p.m. only.

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

20A.No tents or windbreaks may be used in, over, or around dining21or entertainment areas.

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

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

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1D.The following are prohibited on the public walkway in the2downtown area: television monitors, canopies and A-frame signs.

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OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 16. Upon expiration, a new permit must be obtained on the basis of a new application and payment of a new fee and any security deposit amount due. Renewal of the permit is not automatic and there is no right or entitlement to any use of the public right-of-way. Security deposits may be adjusted from year to year based on permit compliance and enforcement cost history. This Permit shall never be construed as the grant by City of any right to permanently use or occupy all or any portion of the public right-of-way; nor shall it ever be construed as a waiver on the part of City, or as an estoppel against it, which would in any manner whatsoever bar or limit, or otherwise prejudice, its right to at any time whatsoever require a discontinuance of the use or occupancy of all or any part of the public street right-of-way, the removal therefrom of all or any obstructions erected or maintained under this Permit and the restoration of such public street right-of-way to a clean condition, all at the sole cost and expense of Permittee.

17. Notices of violation of any of the terms and conditions of this permit 16 may be issued by the City of Long Beach. Within the downtown area as defined on 17 Exhibit "B", preliminary informal notices may be issued by Downtown Long Beach 18 Associates. The enforcement process is set forth on Exhibit "C", attached hereto, and 19 made a part of this permit. Notwithstanding the above, City may revoke this Permit at 20 any time by giving thirty (30) days written notice to Permittee or cancel the permit for 21 noncompliance with its terms. Such notice shall be signed by the City Manager, postage 22 pre-paid, and addressed to Permittee at its address provided above. 23

18. Permittee accepts this public right-of-way in its present condition and
agrees to maintain the same in a safe, clean, and orderly condition. Any and all uses
made of the public right-of-way shall be at the sole risk, cost, and expense of Permittee.
Permittee, by its acceptance of this Permit, agrees to indemnify, defend, save and keep
City, its officers, agents, and employees free and harmless from and against any and all

liability as well as from and against any and all loss, claims, demands, damages, 1 2 expenses and costs of whatsoever nature arising out of or in any manner resulting, 3 directly or indirectly, from Permittee's operations on or the condition, use or misuse of the public street right-of-way, including liability, claims or damages to or as a result of any 4 structures or fixtures on the public street right-of-way or appurtenances to it. 5

In partial performance of this obligation, Permittee shall obtain and 19. 6 keep in full force and effect such public liability insurance and property damage insurance 7 as required by the Long Beach Municipal Code. 8

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

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

In case suit shall be brought for the recovery of possession of all or 22. 16 any portion of the public right-of-way or because of the breach of any covenant contained in this Permit to be kept and performed on the part of Permittee, Permittee shall pay to 18 City reasonable attorneys' fees which shall be fixed by the court. 19

23. Permittee shall not assign this Permit, or any interest in it, nor shall 20 this Permit, or any interest in it, be subject to transfer or assignment by order of any 21 court. Any such transfer or assignment shall not create any right whatsoever in the 22 transferee or assignees and shall entitle the City Manager, at his discretion, to terminate 23 this Permit. 24

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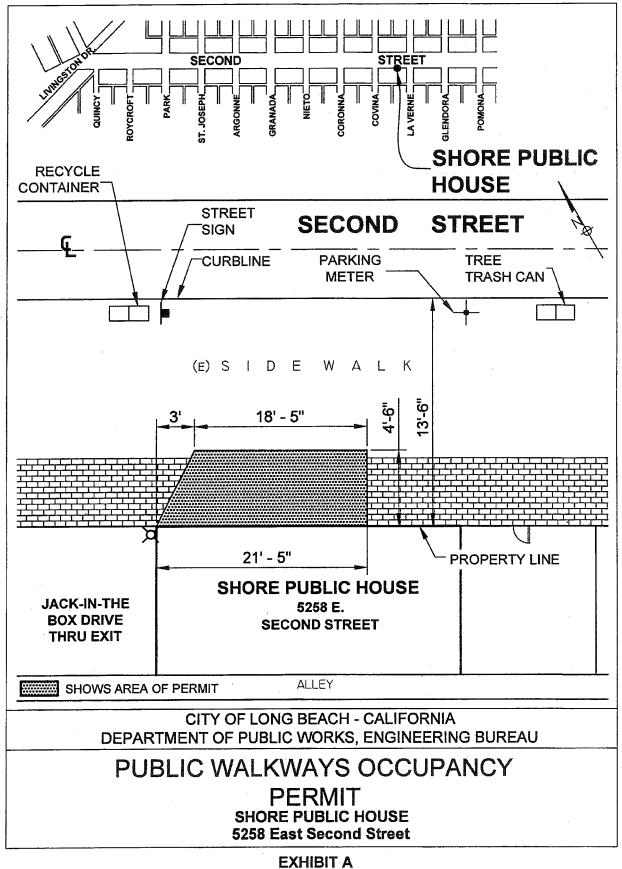
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1 The acceptance of this Permit by Permittee shall be endorsed on this 2 Permit and shall be an acceptance by Permittee of all of the terms and conditions of this 3 Permit and an agreement to abide and comply with it. Permittee further acknowledges 4 that Permittee is aware of the requirements of Long Beach Municipal Code Chapter 5 14.14, and that Permittee shall conduct all activities hereunder in compliance with such 6 chapter.

7 SHORE HOUSE RESTAURANT, INC., a California corporation 8 20 /4 By 9 Name 10 Title CEH 11 Βv OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 Name 12 Title 13 "PERMITTEE" 14 CITY OF LONG BEACH, a municipal 15 corporation Assistant City Manager 20B 16 City Manager 17 EXECUTED PURSUANT TO SECTION 301 OF "CITY" THE CITY CHARTER. 18 19 Approved as to form this 10th day of \_\_\_\_\_\_ 20 / 2 20 21 CHARLES PARKIN, City Attorney 22 23 Bv Deputy City Attorney 24 25 26 27 28 7 LTV:bg A14-01896 L:\Apps\CtyLaw32\WPDocs\D024\P023\00484826.DOC



SHEET 1 OF 2

List of Approved Furnishings and Accessories (Attachment to Public Waltways Occupancy Permit for Sidewalk Dining Purposes)					
Restaurant: SHOTE JUB/K /25 Permitee: SHOTE House Restard	int, Inc.				
Address: 5258 E. 202 ST, 106 Big Telephone: 562 203-8325					
X_Tables 3 number:3					
<u>X</u> Chairs number: <u>6</u>					
Umbreila(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).	ent				
The following are prohibited: <ul> <li>canopies (ground supported)</li> <li>television monitors</li> </ul>					
Permittee signature: Date: 07/10/4					
Print name here: ARIS A 1015					

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

ATTACHMENT SHEET 2 OF 2

### **EXHIBIT "B"**

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

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	3 4	1. Letter of information sent to Permittee regarding Municipal Code requirements and requested to correct an observed violation of permit conditions.					
	5	• If not remedied in ten (10) working days, send official Notice of Violation.					
	6	2. Notice of Violation					
	7	<ul> <li>Indicates that Permittee can be found in default for failure to comply with permit conditions per Municipal Code Section 14.14.090.</li> </ul>					
	8	<ul> <li>Notes that uncorrected violations will be reported to the City Council at the next permit application.</li> </ul>					
	9	Alerts Permittee that the Alcoholic Beverage Control (ABC) will be notified of all permits declared in default.					
Ŀ	10	<ul> <li>If violation of permit conditions is not corrected within ten (10) working days, send Second Notice of Violation by certified mail.</li> </ul>					
	11	Copies of Notice of Violation to be sent to the City Manager, Downtown Long					
Y ATTORNEY City Attorney vard, 11th Floor 90802-4664	12	Beach Associates (DLBA) and the Redevelopment Agency. 3. Second Notice of Violation					
LY ATTORNE) , City Attorney evard, 11th Flo 90802-4664	13	Inform Permittee that "On (date 10 working days hence) you will receive a					
E CITY AT KKIN, City Boulevard CA 9080	14	<ul> <li>Notice of Default if permit violations not corrected."</li> <li>If permit violations not corrected within ten (10) working days, send Notice of</li> </ul>					
PARKIN, ean Boulev ach, CA 9	15	Default by certified mail.					
FICE OF THE ARLES PAR Mest Ocean E -ong Beach,	16	<ul> <li>Copies of Second Notice of Violation to be sent to the City Manager, DLBA and the Redevelopment Agency.</li> </ul>					
OFFICE ( CHARLE 333 West ( Long I	17	4. Notice of Default by Department of Public Work					
	18	<ul> <li>Provides Permittee ten (10) working days to remedy violation.</li> <li>"If Permittee fails or refuses to remedy the default within the time specified,</li> </ul>					
	19	• 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					
	20	expense" (LBMC 14.14.090).					
	21	<ul> <li>If a Notice of Default is issued, the security deposit that was paid with the permit application will be forfeited.</li> </ul>					
	22	<ul> <li>Second ABC notice of permit status upon actual default.</li> <li>City Manager, DLBA and Redevelopment Agency informed when final default</li> </ul>					
	23	• City Manager, DLBA and Redevelopment Agency morned when mar default occurs.					
	24	5. City pick-up of obstructions at Permittee's expense and/or possible legal action to restrain use of sidewalk by the City Prosecutor.					
	25	6. Prior to New Permit Issuance					
	26	<ul> <li>Payment of new permit processing fee and security deposit.</li> <li>Payment of any fees, damages, or City costs assessed for prior code</li> </ul>					
	27	enforcement actions.					
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### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 07/04/2014

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 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).									
PRODUCER	CONTACT NAME:								
Federico Rabe(3045Q53)	PHONE OLD OFF OFFICE								
21241 Ventura Blvd Ste 274	(A/C, No, Est): 818-855-9594 (A/C, No): 818-657-7295 E-MAIL ADDRESS: frabe@farmersagent.com								
	INSURER(S) AFFORDING COVERAGE NAIC #								
Woodland Hills CA 91364-2122	INSURER A: Truck Insurance Exchange 21709								
INSURED	INSURER B: Farmers Insurance Exchange 21652								
SHORE HOUSE RESTAURANT INC	INSURER C: Mid Century Insurance Company 21687								
5258 E. 2ND. ST	INSURER D :								
	INSURER E :								
LONG BEACH CA 90803	INSURER F :								
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:								
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR TYPE OF INSURANCE ADDLISUBR	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) UM/TS								
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR CLAIMS-MADE 605013119	05/27/2014         05/27/2015         PERSONAL & ADV INURY         \$ 2,000,00								
	GENERAL AGGREGATE \$ 4,000,00								
GEN'L AGGREGATE LIMIT APPLIES PER:	PRODUCTS - COMPION AGG \$ 4,000,00								
POLICY PRO-	s								
	COMBINED SINGLE LIMIT								
ANY AUTO	(Ea accident) \$ BODILY INJURY (Per person) \$								
A ALLOWNED SCHEDULED 605013119	C' 05/27/2014 05/27/2015 BODILY INJURY (Per accident) \$								
	PROPERTY DAMAGE \$								
	s s								
UMBRELLA LIAB OCCUR	EACH OCCURRENCE \$								
EXCESS LIAB CLAIMS-MADE	AGGREGATE S								
DED RETENTION \$	DE GH s								
AND EMPLOYERS' LIABLITY Y/N	110114 WC STATU OTH- TORY LIMITS ER EL EACH ACCIDENT S								
ANY PROPRIETOR/PARTNER/EXECUTIVE	E.L. EACH ACCIDENT \$								
(Mandatory in NH)	E.L. DISEASE - EA EMPLOYEE \$								
If yes, describe under DESCRIPTION OF OPERATIONS below	EL. DISEASE - POLICY LIMIT \$								
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks 1	Schedule, if more space is required)								
5258 E 2ND ST LONGBEACH CA 90803 30 days notice of cancellation except 10 days given for non- payment of premiur The City of Long Beach It's' boards and commissions, and their officials, employ	m. ees and agents are named as additional insured.								
CERTIFICATE HOLDER	CANCELLATION								
·· ··									
City of Long Beach Dept. of Public Works Construction Division 333W. Ocean Bivd. 10 Th Floor City Hall SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. TO FORM									
Long Beach, CA 90802									
ensemble and the second se									
CHARLES PARKIN, Gity Attorney									
ACORD 25 (2010/05) © 1988-2049 ACORD CORPORATION. All rights reserved.									
The ACOINT name and logo are registered marker of ACORD									



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## **CITY OF LONG BEACH**

DEPARTMENT OF PUBLIC WORKS

333 West Ocean Boulevard 10th Floor, Long Beach, California 90802 Phone: (562) 570-6784 Fax: (562) 570-5640

#### **GENERAL LIABILITY ENDORSEMENT - CITY PERMITS** Minimum Limits: \$1,000,000 per Occurrence, \$2,000,000 General Aggregate

### **GENERAL LIABILITY POLICY INFORMATION:**

- FARMERS INSURANCE 1. Insurance Company: 2. Palicy Number 605013119 Policy Term: (From) 05/27/14 (To) 05/27/15 Folicy Number: COST POLICY Folicy Foli
- 6. Policy Limits Occurrence: \$ 2,000 000 General Aggregate: \$ 4,000 000

#### POLICY AMENDMENTS: В.

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:

 <u>ADDITIONAL INSURED</u>: The City of Long Beach and its boards, officials, employees, and agents are 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 insurance afforded by this policy to the City, its boards, officials, employees, and agents is primary insurance. Any other insurance or self-insurance maintained by the City, its Boards. Officials, employees, and agents is in excess of this insurance and shall not contribute to it.

- SERVERABILITY OF INTERESTS: The insurance afforded by this policy applies separately to e insured that is seeking coverage or against whom a claim is made or a suit is brough, is Insurer's limit of liability.
- CROSS LIABILITY: The naming of more than one insured under this policy shall not, f
- ) Olet alone, extinguish any rights of one insured against another, subject to the insurer stim of insurer CANCELLATION NOTICE: This insurance shall not be cancelled except after thirty-says (60) proc written notice has been given to the City at the address above. Ten (10) gave prior written notice is acceptable if the policy is cancelled for nonpayment of premium.
- INCIDENT AND CLAIM REPORTING PROCEDURES:

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ATTENTION: FEDERI CO RABE	OWNER	RABE INSURANCE SER	wices -
ADDRESS: 21241 VENTURA	BUD 274	I WOODLAND HILLS, CA	91364
TELEPHONE: (818) 610-1109		10-9466	

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

KABE warrant that I have authority to bind the below listed insurance (Print Name) FEDERICO. company listed above in Nem A.1 and by my signature has in do so hind this company, 07/07/14 SIGNATURE OF AUTHORIZED REPRESENTATIVE (ORIGINAL SIGNATURE REQUIRED)

FARMERS INSURANCE DWNER ORGANIZATION: 21241 UENTURA BUD 274, WODDLAND HILLS, CA 91364 818, 610-1109 FAX: (818) 710-9466. TELEPHONE: 818

APPROVED AS TO FORM 8-2-1, 20-14 CHARLES PARKIN, City Attorney Βv AMY R. WEBBER DEPUTY CITY ATTORNEY