



## **OFF-STREET COMMERCIAL ENCROACHMENT OUTDOOR DINING PERMIT APPLICATION**

### **GENERAL INFORMATION**

At the June 13, 2023 meeting, City Council amended the existing Commercial Encroachment program for Outdoor Dining that will regulate Commercial Encroachments on Pier Plaza, Sidewalks, and Off-street areas. All permittees shall reapply and follow the guidelines set in place of the [H.B.M.C. 12.16.090](#) for Commercial Outdoor Dining areas. Effective October 1, 2023, these standards will supersede all current regulations, including temporary provisions related to COVID-19.

To use the Outdoor Dining areas after October 1, 2023, all businesses holding an off-street Commercial Encroachment must submit a completed application by December 1, 2023.

### **APPLICATION SUBMITTAL:**

Applications shall require the preparation of a scaled site plan prepared by a licensed design professional as further described in the guidelines Exhibit A, [H.B.M.C. 12.16.90](#), and Site Plan checklist. To apply, all pre-existing and new applicants must complete the new application digitally and send it to the Public Works Department via email at [PWplancheck@hermosabeach.gov](mailto:PWplancheck@hermosabeach.gov). All submittals shall include "Off-Street Commercial Outdoor Dining Encroachment Application" in the subject line. Following the plan review, a commercial outdoor encroachment fee, per the [master fee schedule](#) is required. Payments can be made by credit card or check.

Once approved, you may be charged a separate Building and Safety plan review fee, if applicable. Additionally, a deposit will be required upon approval; the exact amount is to be determined. The permit will remain valid for one year. During this time, no alterations to the encroachment area will be allowed without prior approval. Future annual renewals will require associated fees and a re-inspection to ensure compliance with the approved plans.

## COMMERCIAL OUTDOOR DINING SITE PLAN CHECKLIST

All site plans shall include a minimum of the following items:

Digital site plan/layout shall be prepared and stamped by a licensed design professional.
The site plan/layout shall be drawn to scale, include north arrow and legend.
The site plan/layout shall delineate the encroachment area and include the property line and face of building.
Indicate the proposed location and dimensions of the outdoor dining area. Note: Pier Plaza maximum depth is twenty-five feet (25') from frontage and no more than 1000 square feet.
The proposed sizes, locations, number, and arrangement of all barriers, tables, chairs, umbrellas, and other furnishings.
A minimum 5'-0" ADA-accessible pedestrian path of travel from the storefront.
The encroachment must only be in front of the store property line and cannot be shared with adjacent businesses.
Describe the types, styles, materials of all barriers, furnishings, fixtures, umbrellas, awnings, patio covers, lighting, portable heaters, outlets, other furnishings, and fastening/weights.
The locations and descriptions of signage in compliance with applicable public health requirements.
Show all current and proposed obstructions. Include existing trees, lamp posts, or planters.
Include host/hostess podium. The podium shall be a maximum of 30" wide, 30" deep, 48" high and must be located within the encroachment area.
If umbrellas are provided, they must maintain a minimum 8'-0" clearance from ground level. Umbrellas must be contained in the encroachment area.
Awnings may extend up to 6'-6" from the building front or cover up to 50% of encroachment area. On Pier Plaza awnings may extend up to 13' from building front or cover 100% of outdoor dining area, whichever is less.
Include physical barriers or fencing, specifics of material (max height: 3'-6") and must withstand inclement weather and resist a concentrated load of 200 pounds. Include the manner of attachment.
The City has the right to request additional documents as deemed necessary by the Director of Public Works, City Engineer or designee.
Site plan shall comply with all building and fire code regulations.
Site plan shall comply with all State and federal laws providing access for the disabled.

## Exhibit A

### CITY OF HERMOSA BEACH

#### OUTDOOR DINING DESIGN AND OPERATIONAL STANDARDS FOR PIER PLAZA AND OFF-STREET ENCROACHMENT AREAS

##### I. INTRODUCTION

A. The Outdoor Dining Design and Operational Standards are adopted pursuant to Section 12.16.090 of the Municipal Code in order to establish specific design and operational criteria for outdoor dining on the public right-of-way known as Pier Plaza (including Loreto Plaza) and other off-street encroachment areas citywide. These standards balance the respective interests of establishments that desire to offer outdoor dining to their patrons, restaurant patrons and the City, which encourages the atmosphere created by outdoor dining but seeks to assure and protect the availability of the right-of-way for safe and convenient pedestrian passage. All outdoor dining on Pier Plaza and other off-street encroachment areas shall comply with the standards set forth herein, and all encroachment permits issued for outdoor dining shall be in conformance herewith. No person shall use the off-street public right-of-way for outdoor dining without first obtaining an Outdoor Dining Encroachment Permit from the City.

- B. An outdoor dining area is a place on the public right-of-way where patrons may consume food and/or beverages provided by an adjacent food service establishment.
- C. Establishments serving alcoholic beverages that apply for an Outdoor Dining Encroachment Permit shall meet the additional requirements of the State of California Alcohol Beverage Control Board.
- D. These standards and procedures regulate the design and operation of outdoor dining areas on Pier Plaza and other off-street encroachment areas. However, they do not provide information on all the government agency requirements for starting a new restaurant or expanding an existing one. Business owners must secure the appropriate licenses and permits from the State Alcohol Beverage Control Board, Los Angeles County Health Department, the City of Hermosa Beach Community Development Department and Business License Office.
- E. Outdoor Dining Encroachment Permits are not transferable, salable, delegable or assignable. In the event of a transfer of the business, to the extent of 51% or more, the transferee shall apply to the Public Works Department for a new Encroachment Permit.
- F. These regulations do not apply to outdoor dining on private property.

## II. APPLICATION PROCEDURE

A. An application form for an Outdoor Dining Encroachment Permit may be obtained from the Public Works Department. A scaled and measured plan prepared by a licensed design professional shall accompany the application form. The plan shall delineate the encroachment area and the layout of furnishings and allowable amenities. The plan shall comply with all building and fire code regulations, and shall comply fully with all State and federal laws providing for access by the disabled. If the Applicant intends to modify the arrangement of furniture and other amenities or otherwise deviate from the plan at any time or times during the term of the Permit, the plan shall delineate all alternate arrangements to be utilized and all shall comply with the requirements set forth herein. The application will also include information on any variations of operating hours that will affect calculation of quarterly encroachment fees. Changes to operating hours for the purpose of recalculating fees will only be allowed once per quarter and must be communicated to the City no less than fifteen (15) days before start of the quarter for which the applicant is seeking a change of encroachment fees.

B. An application fee shall be paid at the time the application is submitted to the Public Works Department.

C. Public Works Department staff shall obtain the written concurrence of the Community Development Department before approving any Outdoor Dining Encroachment Permit.

D. The Director of Public Works is authorized to approve an outdoor dining application and to issue an Outdoor Dining Encroachment Permit on behalf of the City. The Encroachment Permit will specify the amount of the Outdoor Dining License fee to be paid by the applicant.

E. A maintenance deposit, in an amount determined by the Public Works Director to be adequate to pay for the replacement of the sidewalk paving and any fixtures within the outdoor dining area, shall be paid to the City at the time the Outdoor Dining Encroachment Permit is issued. It is the responsibility of the Applicant to maintain sidewalk paving and fixtures within the outdoor dining area in the condition they are in at the time of permitting. The Applicant shall be responsible for any repairs required as a result of the Applicant's use of the area. Upon termination of the Permit and inspection of the paving and fixtures by the Public Works Department, the deposit shall be refunded to the Applicant less any offset for repairs.

F. An application for renewal of an Outdoor Dining Encroachment Permit may be submitted to the Public Works Department on a form obtained from the Director. Permits are valid for one year. The application must be filed and fee paid with the Public Works Department no later than sixty (60) days prior to the expiration of the existing Outdoor Dining Encroachment Permit. Upon determination by the Director that the Permit should be renewed, the

Applicant shall pay the annual fee as determined by resolution of the City Council.

### III. OUTDOOR DINING SITES

- A. The outdoor dining encroachment area on Pier Plaza shall be a maximum depth of twenty-five feet (25') and include a clear, continuous pedestrian path not less than five feet (5') in width or more as deemed appropriate by the Director of Public Works for pedestrian circulation outside of the outdoor dining area. As used herein, pedestrian path means a continuous obstruction-free sidewalk area, paved to City standards, between the outside boundary of the dining area.
- B. The outdoor dining area shall not impede ingress or egress, and shall be fully accessible to the disabled, as required by the California Building Code, Title 24, Disabled Access Standards, the Americans with Disabilities Act (ADA) standards, and other requirements of law, and the city fire chief.
- C. The final location and configuration of the outdoor dining area shall be subject to approval by the Director of Public Works, who shall consider public safety issues unique to the specific location.
- D. No underground utilities are permitted within the encroachment area.

### IV. DESIGN STANDARDS

- A. Establishments that serve alcoholic beverages in the outdoor dining area shall provide a physical barrier that satisfies both these Standards and the requirements of the Alcohol Beverage Control Board. It is the responsibility of the applicant to research and verify design compliance with the Alcohol Beverage Control Board prior to filing an application for an Outdoor Dining Encroachment Permit. Barriers shall be attractive with a quality appearance, made of new materials such as wood and wrought iron. Barriers shall be of a permeable design that allows for visibility through the barrier. Chain-link fencing or other low-quality materials are not permitted. Furnishings that provide the functional equivalent of a fixed barrier may be approved.
- B. No signs or banners of any kind shall be placed, displayed or erected on barriers.
- C. The elevation of the encroachment area shall not be altered (e.g., no platforms or recesses). No modification to the surface of the right-of-way, such as resurfacing, texturing, bolting, or borings for recessed sleeves, shall be made unless approved by the Director of Public Works.
- D. Barriers shall be able to withstand inclement outdoor weather and resist a concentrated load of two hundred (200) pounds.

- E. The height of any barrier shall not exceed three feet, six inches (3'- 6") with the exception that clear glass or plastic windscreens not to exceed six feet, six inches (6'- 6") in height may also be installed on the westerly side of the encroachment area.
- F. The use of awnings or umbrellas over the outdoor dining area is permitted, provided they do not interfere with street trees. No portion of an awning or umbrella shall be less than eight feet (8') above the sidewalk. Umbrellas must be contained in the encroachment area. Awnings may extend up to six feet six inches (6'-6") from the building front or cover up to fifty percent (50%) of the outdoor dining area, whichever is less. On Pier Plaza, retractable awnings may extend up to thirteen feet (13') from the building front or cover up to one hundred percent (100%) of the outdoor dining area, whichever is less. Retractable awnings shall be fully retracted to their closed position when the business is closed and shall only be used when customers are present. A building permit must be obtained prior to installation of an awning.
- G. Outdoor lighting fixtures should complement the style of the building. Lighting fixtures shall not be glaring to pedestrians on the adjacent right-of-way, and shall illuminate only the outdoor dining area. Outdoor lighting may be installed on the facade of the building. Lighting shall be installed by a licensed electrician and requires an electrical permit from the Building and Safety Division.
- H. The use of candles are prohibited.
- I. An Historic Preservation Certificate of Appropriateness shall be required prior to attaching any lights, awnings, or physical barriers to an historic structure that has been designated "landmark" or "significant" by the City Council.
- J. One host/hostess podium located inside the encroachment area is permitted per business as follows. The podium shall be a maximum of 30" wide (length), 30" deep, and 48" high. One single-pole umbrella, without advertising, attached to the podium to shield the employee from the elements is permitted; no portion of an umbrella shall be less than eight feet (8') above the sidewalk. Identification of the business name and menu board may be affixed to the podium provided the dimensions above are not exceeded. Display or sales of merchandise from the podium is not permitted.

## V. STANDARDS OF OPERATION

- A. Restaurant management is responsible for running and operating the outdoor dining area and shall not delegate or assign that responsibility. Outdoor dining areas shall be continuously supervised by management. Patrons are prohibited from disturbing customers or passersby on the adjacent right-of-way by loud, boisterous, and unreasonable noise, offensive words or disruptive behavior.

- B. Restaurant management shall keep the outdoor dining area clear of litter, graffiti, food scraps, and soiled dishes and utensils at all times. Trash receptacles shall be provided in outdoor dining areas used for consuming take-out items.
- C. At the end of each business day, establishments are required to clean (sweep and power wash) the area in and around the outdoor dining area and remove the debris to a closed receptacle. No debris shall be swept, washed, or blown into the sidewalk, gutter or street in conformance with the City's NPDES regulations.
- E. If disposable materials are used, the establishment shall comply with all applicable City recycling and waste diversion programs.
- F. Plants shall be properly maintained and stressed or dying plants shall be promptly replaced. Because plant fertilizers contain materials that can stain the pavement, water drainage from any plants onto the adjacent right-of-way shall not be allowed. Potted plants shall have saucers or other suitable systems to retain seepage and be elevated to allow for air flow of at least one inch (1") between saucer and sidewalk.
- G. Awnings and umbrellas shall be washed whenever they are dirty and, in any event, no less than two times each year.
- H. All plans and permits for the outdoor dining area approved by the City shall be kept on the premises for inspection at all times when the establishment is open for business.
- I. Outdoor dining areas shall be operated in a manner that meets all requirements of the Los Angeles County Health Department and other applicable regulations.
- J. Upon termination of the Outdoor Dining Encroachment Permit, the Permittee shall immediately remove the barriers around the outdoor dining area, return the right-of-way to its original condition, and remove all personal property, furnishings, and equipment from the sidewalk. Any personal property remaining on the premises shall be removed pursuant to the laws of the State of California.
- K. All applicable existing CUP provisions for the adjoining commercial establishment shall be enforced within the encroachment area. Noise and other city requirements shall be strictly enforced as if the encroachment area were an extension of the permittee's place of business. If the encroachment permit requirements should not agree with the CUP requirements, the stricter of the two requirements shall prevail.
- L. The allowable hours of operation within the outdoor encroachment area shall be consistent with Hermosa Beach Municipal Code Chapter 12.16. The

City Manager, upon a showing of good cause may extend these hours for special events or, in the City Manager's discretion bring the request to the City Council for review.

## VI. INSURANCE

- A. The Applicant shall obtain and maintain in force during the life of the Outdoor Dining Encroachment Permit comprehensive general liability, broad form property damage and blanket contractual liability insurance in a combined single limit amount, per claim and aggregate, of at least two million dollars (\$2,000,000) covering the applicant's operation on the sidewalk. Such insurance shall name, on a Special Endorsement form, the City, its elected, appointed boards, officers, agents and employees as additional insureds. A Certificate of Insurance shall contain provisions that prohibit cancellation, modification, or lapse without thirty (30) days prior written notice to the City. Both the Certificate of Insurance and the completed standard Special Endorsement form shall be submitted with the completed application for an Outdoor Dining Encroachment Permit. An updated Certificate of Insurance shall be submitted annually upon renewal.
- B. The Applicant shall obtain and maintain in force during the life of the Outdoor Dining Encroachment Permit, Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per accident.
- C. Comprehensive general liability policy shall provide coverage for all of the Applicant's outdoor operations and facilities whether or not within the encroachment area.
- D. The Applicant shall indemnify and hold harmless City, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including reasonable costs of defense and attorney fees, arising from the Applicant's encroachment on City property, including but not limited to the Applicant's negligent or wrongful acts, errors or omissions in the construction, erection, operation and continued maintenance of the encroachment in its location. The Applicant shall promptly pay the amount of any judgment rendered against City, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorney fees incurred by City in the defense of such claims.



## VII. ENFORCEMENT

- A. Notice of violation of the outdoor dining design standards or standards of operation shall be made in writing to the Permittee by any Code Enforcement Officer, Public Works Inspector, Building Inspector, Police Department Official, or Fire Department Official of the City. A copy of the notice shall be filed with the Public Works Director. The Permittee shall immediately cure the violation upon receipt of notice. If the violation is not cured within the timeframe prescribed on the notice to the Permittee, the City Manager or City Manager's designee may suspend or revoke the Encroachment Permit.
- B. The Outdoor Dining Encroachment Permit is in the nature of a revocable license and is revocable at will by the city. The City Manager or City Manager's designee may revoke an Outdoor Dining Encroachment Permit upon ten (10) days written notice, with or without cause. The City Manager or City Manager's designee's decision may be appealed to the City Council pursuant to the provisions of Chapter 12 of the Hermosa Beach Municipal Code. The City Council's decision shall be final.



# OFF-STREET COMMERCIAL OUTDOOR DINING PERMIT APPLICATION

Application Type:  Annual/12-Months  Seasonal/Temporary

### Business Information

Address: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Property Owner Name and Phone Number: \_\_\_\_\_

### Applicant Information

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State & Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Outdoor Dining/Retail Design Standards and Operations

Where is the proposed outdoor area to be located?  Pier Plaza  Sidewalk/Off-street  
What is the proposed square footage of the outdoor area? \_\_\_\_\_  
What is the sidewalk width? \_\_\_\_\_  
What is the Business Type? \_\_\_\_\_  
Regular Business Hours of Operations: \_\_\_\_\_

### Alcohol Services (For ABC Establishments only)

Will alcohol be served in the outdoor area?  Yes  No  
What type of ABC License does the existing establishment have? \_\_\_\_\_  
What type of barrier will be used (i.e., metal railing, etc.)? \_\_\_\_\_

### Certification

Under the penalty of perjury, I hereby certify that all the information contained herein is true and correct and I am a duly authorized representative of the above listed business. I further certify that I have read the attached conditions of approval, understand them and accept them. I will maintain the premises in compliance with these conditions and all other applicable rules and regulations. Failure to do so may result in revocation of this permit.

Applicant Print Name \_\_\_\_\_

Applicant Signature \_\_\_\_\_

### THIS BOX IS FOR CITY USE ONLY

Permit Number: \_\_\_\_\_ Date Received: \_\_\_\_\_  
**Community Development Department Review Required?**  Yes  No **Community Development Department Review Approved?**  Yes  No  
**Police Review Required?**  Yes  No **Police Review Approved?**  Yes  No  
**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Joe SanClemente, Public Works Director

The authority to grant or deny commercial encroachments is vested with the City Manager or Designee. Commercial Encroachments shall comply with the requirements set forth in Chapter 12.16. H.B.M.C.

**CITY OF HERMOSA BEACH**

**COMMERCIAL ENCROACHMENT PERMIT  
AND COVENANT**

**RECITALS**

A. THIS PERMIT is made and entered into at Hermosa Beach, California, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. By and between the CITY OF HERMOSA BEACH, a municipal corporation in the county of Los Angeles, State of California, hereinafter referred to as "CITY", for the purpose of permitting a portion of the public right-of-way to be used for outdoor dining, and, or:

\_\_\_\_\_

Hereinafter referred to as "PERMITTEE" which parties do agree as follows:

B. PERMITTEE represents that they are the owners of the business located in Hermosa Beach, legally described as follows: \_\_\_\_\_ Lot \_\_

, Block \_\_\_\_\_ Hermosa Beach Tract \_\_\_\_\_ Commonly known as: \_\_\_\_\_ Hermosa Beach, CA 90254 \_\_\_\_\_

And doing business as \_\_\_\_\_  
\_\_\_\_\_.

C. The parties further agree that an encroachment permit application was presented to the Public Works Department of the CITY for permission to encroach in and over a portion of the public right-of-way at: \_\_\_\_\_ for the sole purpose of outdoor dining or retail with improvements consisting of the following: \_\_\_\_\_ square feet of CITY easement to be used for outside dining. A sketch of the proposed improvements and encroachment is on file in the Public Works Department of the CITY and is by reference incorporated herein and made a part hereof.

D. The term of this permit shall be for an undetermined length of time (see termination provision in permit section below) at the rate of \_\_\_\_\_ per square foot for \_\_\_\_\_ square feet, for a monthly rate of (\$\_\_\_\_\_). The rate shall be paid quarterly, in advance, (\$\_\_\_\_\_ quarterly). The payment schedule is as follows:

<b><u>PAYMENT DUE</u></b>	<b><u>FOR</u></b>
July 1, Every Year	July, August and September,
October 1, Every Year	October, November and December
January 1, Every Year	January, February and March,
April 1, Every Year	April, May and June,

E. PERMITEE further agrees to deposit with the CITY an amount to be determined by the Public Works Department, a cash deposit to be held by the City to guarantee the removal of the improvements. This deposit is evidenced by receipt number \_\_\_\_\_, in the amount of \$ \_\_\_\_\_ deposit shall be held by the CITY to provide for the removal of improvements on the public right-of-way in the event the PERMITEE does not restore the area upon the revocation, termination or expiration of this encroachment. The encroachment shall be removed by the PERMITEE at no cost to the CITY upon a written notice to the PERMITEE from the CITY. In the event PERMITEE does not remove the improvements and restore the area, the City may, in its sole discretion, use the cash deposit to remove the improvements and restore the area.

### **PERMIT**

1. Encroachment Permit. A revocable encroachment permit is hereby granted to the permittee on the right-of-way described in the recitals hereinabove as described in the drawing attached hereto as Exhibit A in accordance with the provisions of Chapter 12 of the Hermosa Beach Municipal Code and the provisions of this permit.
2. Term. This permit shall take effect on the date set forth hereinabove and shall remain in effect until and unless revoked by City or voluntarily relinquished or abandoned by property owner.
3. Termination. This permit is revocable at any time by the City, with our without cause, in City's sole discretion.
4. Assignment. This permit shall not be assigned or transferred without the written consent of City. Any such purported assignment or transfer shall be void and of no effect.
5. Indemnification. Permittee shall indemnify and hold harmless City, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including reasonable costs of defense and attorney fees, arising from permittee's encroachment on City property as described in Exhibit A, including but not limited to permittee's negligent or wrongful acts, errors or omissions in the construction, erection and continued maintenance of the encroachment in its location. Permittee shall promptly pay the amount of any judgment rendered against City, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorney fees incurred by City in the defense of such claims.

6. City's right of entry. Permittee acknowledges the City's absolute right to enter upon the encroachment area for purposes of inspection, replacement, repair, or maintenance of public facilities above, on or under the right-of-way and permittee expressly waives any and all claims for damages to its encroachment resulting from such actions.

7. Damage to right-of-way. Permittee assumes responsibility for all damage to City's right-of-way caused by construction or maintenance of the encroachment and shall reimburse City for correction of any such damage. Upon failure of property owner to so reimburse City, the cost incurred by City in removing the encroachment shall be a debt of the permittee to the City, and recoverable by City in any manner provided by law. .

8. Restoration of premises. Immediately upon receipt of revocation notice, permittee shall, at its sole expense, remove the encroachment and restore the property to its condition prior to placement of the encroachment by the deadline given by the City. In the event permittee fails to do so, City shall have the option of removing the encroachment at permittee's expense and permittee waives all claims for damage to the encroachment or permittee's adjacent property or improvements resulting from such removal. The cost incurred by City in removing the encroachment is a debt of the permittee to the City, and recoverable by City in any manner provided by law.

9. Taxes. Permittee acknowledges that this permit may create a taxable interest and that PERMITEEE shall be solely responsible for satisfaction of any property taxes levied on the property.

10. Compliance with Hermosa Beach Municipal Codes. Permittee shall perform all work in full compliance with all applicable codes, ordinances and laws, and obtain all necessary permits.

11. Maintenance of encroachment area. During the term of this permit, permittee shall at its sole expense maintain the encroachment area in good condition and appearance, in accordance with all ordinances, and shall not allow a nuisance condition to exist on the encroachment area.

**In the event permittee sells, transfers, leases or otherwise conveys any interest or right of possession in the property, permittee shall provide any such purchaser, lessee or transferee a copy of this instrument.**

IN WITNESS WHEREOF, permittee has executed this Encroachment Permit and Covenant on the date first written above.

\_\_\_\_\_  
Property Owner (Signature)

\_\_\_\_\_  
Property Owner (Print)

\_\_\_\_\_  
Permittee (Signature)

\_\_\_\_\_  
Permittee (Print)

APPROVED BY:

\_\_\_\_\_  
JOE SANCLEMENTE  
DIRECTOR OF PUBLIC WORKS

ATTEST:

\_\_\_\_\_  
MYRA MARAVILLA, CITY CLERK

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Place Notary Seal and/or Stamp Above*

Signature \_\_\_\_\_  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
xx/xx/xxxx

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).

<b>PRODUCER</b>  <div style="background-color: yellow; padding: 5px; margin-top: 10px;">Name and Address of Insurance Company</div>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td><b>CONTACT NAME:</b></td><td>XXXXXXXXXXXXXXXX</td></tr> <tr><td><b>PHONE (A/C. No. Ext):</b></td><td>XXXXXXXXXX</td></tr> <tr><td><b>E-MAIL ADDRESS:</b></td><td>XXXXXXXXXXXXXXXX</td></tr> <tr><td><b>FAX (A/C. No):</b></td><td></td></tr> <tr><td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td></tr> <tr><td><b>INSURER A:</b></td><td>XXXXXXXXXXXXXXXX</td></tr> <tr><td><b>INSURER B:</b></td><td></td></tr> <tr><td><b>INSURER C:</b></td><td></td></tr> <tr><td><b>INSURER D:</b></td><td></td></tr> <tr><td><b>INSURER E:</b></td><td></td></tr> <tr><td><b>INSURER F:</b></td><td></td></tr> </table>	<b>CONTACT NAME:</b>	XXXXXXXXXXXXXXXX	<b>PHONE (A/C. No. Ext):</b>	XXXXXXXXXX	<b>E-MAIL ADDRESS:</b>	XXXXXXXXXXXXXXXX	<b>FAX (A/C. No):</b>		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b>	XXXXXXXXXXXXXXXX	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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**COVERAGES**    **CERTIFICATE NUMBER:** 1281557956    **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b>  <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 OTHER:		<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 2,000,000 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 - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b>  <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$ 10,000						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is named as Additionally Insured per attached Endorsement.

<b>CERTIFICATE HOLDER</b>  <div style="background-color: yellow; padding: 5px; margin-top: 10px;">         City of Hermosa Beach          1315 Valley Drive          Hermosa Beach, CA 90254       </div>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  XXXXXXXXXXXXXXXXXXXXXXXXXXXX
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# City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3884

## AUTHORIZATION FOR CREDIT CARD CHARGE

NAME: \_\_\_\_\_

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

DAYTIME TELEPHONE NUMBER: \_\_\_\_\_

MASTERCARD  VISA CARD  AMERICAN EXPRESS

CREDIT CARD #: \_\_\_\_\_

CARD EXPIRATION DATE: \_\_\_\_\_

3 OR 4 DIGIT CVC#: \_\_\_\_\_

DESCRIPTION OF SERVICE	FEE
<b>There is a 2.75% processing fee for all credit card transactions</b>	

I authorize the City of Hermosa Beach to charge these services to the credit card listed above:

\_\_\_\_\_  
CARDHOLDER SIGNATURE

\_\_\_\_\_  
DATE

**Or email to:** [PWplancheck@hermosabeach.gov](mailto:PWplancheck@hermosabeach.gov)

**Or mail to:**  
**City of Hermosa Beach**  
**Public Works Department**  
**1315 Valley Drive**  
**Hermosa Beach, CA 90254**  
**Phone (310) 318-0214**