

**THE LITTLE ITALY ASSOCIATION OF SAN DIEGO (LIA)
PUBLIC RIGHT-OF-WAY (PROW) ENHANCEMENT PROGRAM
FOR SIDEWALK DISPLAYS, SIGNS & OUTDOOR CAFÉS**



PURPOSE: To provide Little Italy businesses with the opportunity to increase business activity and to offer a simple process for businesses to comply with use of the public right-of-way and maintain order and public safety.

GUIDELINES: *(Please review complete program application for detailed description of requirements)*

- 1) Applies to use of freestanding sign, outdoor display and outdoor dining.*
- 2) Only businesses fronting public right-of-way are eligible (first floor).
- 3) Enhancements can only be placed directly in front of businesses storefront.
- 4) The Little Italy Association may approve or deny temporary-use of public right-of-way.
- 5) Enhancements may be placed no closer than 2-feet from the curb.*
- 6) A clear path of travel must be maintained with a min. width of 5-feet to meet ADA requirements.
- 7) Enhancements must not block access to building entrances/exits, existing street furniture, bus benches/shelters, etc.

* Expanded outdoor dining may be approved for establishments with existing permitted patios/cafe zones only during the County Health capacity restrictions due to COVID-19. For these establishments, the 2-foot from curb restrictions will be waived. Within these expanded outdoor dining areas, alcohol service is only permitted with an ABC Temporary Catering Permit.

PROCESS:

- 1) Applicants must review PROW Enhancement Program Guidelines (Exhibit A) before submitting their application. **I received a copy of PROW Enhancement Program Guidelines, INITIAL HERE: _____**
- 2) Applicant must submit a proposed Site Map (Exhibit B) with existing street furniture and utilities and proposed enhanced amenities.
- 3) Upon approval of Site Map (Exhibit B), the applicant must provide proper insurance in accordance to PROW Enhancement Program with additional requirements by the Little Italy Association (Full Document - Exhibit C).
 - a) General Liability \$2M Each Occurrence/ \$4M Aggregate General Liability Limits, *Liquor Liability with \$1M/\$1M limits (*If Applicable) evidenced by a Certificate of Insurance.
 - b) Additional Insured status for Little Italy Association, The City of San Diego, New City America, Inc. and the agents, officers and employees of the respective entities. Additional Insured endorsement to be included with Certificate of Insurance.
 - c) General Liability Waiver of Subrogation.
 - d) 30 Day Notice of Cancellation / 10 Day Notice of Cancellation for Non-Payment of Premium by endorsement.
 - e) Workers' Compensation coverage shown on Certificate of Insurance.
- 4) Applicant must supply a copy of their ABC Temporary Catering Permit with Temporary ABC Permit (Exhibit D).**
- 5) Applicant will need to review, sign and return the Indemnification Agreement drafted by Little Italy Association legal counsel.
- 6) Once LIA PROW Enhancement Program Permit is issued, any changes must be submitted for review and approval before changes can be made.

**Alcohol services is only permitted in the public right-of-way with an ABC Temporary Catering Permit and a LIA PROW Enhancement Program Permit. The ABC Temporary Catering Permit is only allowed in the PROW Enhancement Program until the ABC rescinds temporary permits based on State and/or County directive due to COVID-19 restrictions being lifted. After temporary permits are rescinded, alcohol service is no longer permitted in the public right-of-way unless the establishment has a permitted patio/cafe zone that is also permitted by ABC.

APPLICATION:

Legal Company Name: _____

Type of Company Ownership (Sole, LLC, S Corp, etc.): _____

Business Address (Address, City, ST, Zip): _____

Mailing Address (If different than above): _____

Owner or Owner Agent's Full Name and Legal Title: _____

Phone Number: _____ Email: _____

Property Owner's Name: _____

Phone Number: _____

FEE: \$100 annual fee required for PROW Permit and will allow for unlimited use of sidewalk based on your approved permit perimeters.

Please remit payment to:
Little Italy Association of San Diego or LIA
2210 Columbia Street
San Diego, CA 92109

TYPE OF ENHANCEMENT:

Freestanding Sign Outdoor Display Outdoor Dining

Brief description of enhanced amenities: _____

The applicant agrees to comply with PROW Enhancement Program Guidelines and adhere to the directive issued in the LIA PROW Enhancement Program Permit. The LIA will notify business owner if they are found to be non-compliant.

The applicant also agrees to indemnify and hold harmless the Little Italy Association, the City of San Diego, New City America, Inc. and the agents, officers and employees of the respective entities.

Signature below indicates that the applicant has received and read this application form and the General Requirements, Standards, and Conditions of the PROW Enhancement Program and agrees to comply with them. "Enforcement and Due Process" by Little Italy Association is hereby made part of this application.

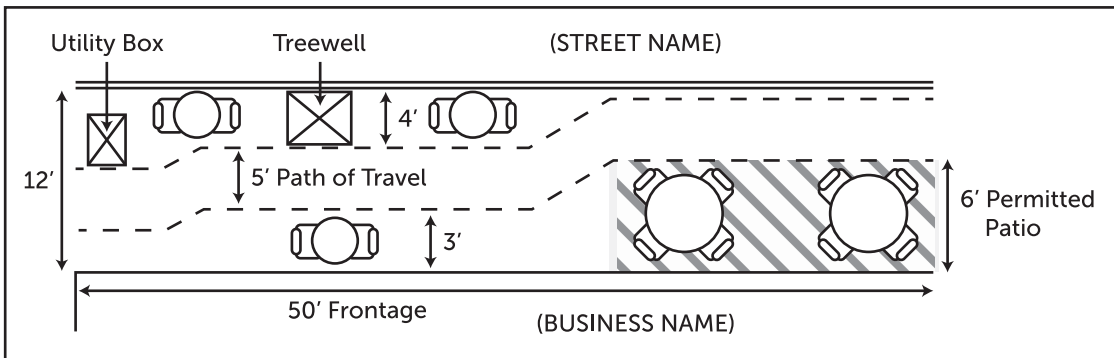
Owner/Owner's Agent Signature

Date

EXHIBIT B - SITE MAP

Applicant must submit a site map with street name(s), measurements of building frontage, sidewalk, existing permitted cafe zone (if applicable), enhanced amenities spacing (A frame, dining furniture, displays, etc.), 5-foot ADA pathway and above ground utilities spacing. The site map can be hand drawn, but must be done in black or blue pen.

EXAMPLE:



Business Name: _____

Reviewed by: _____

Submitted by: _____

Edits Needed: Y N

Date Submitted: _____

Approved: Y N

Date: _____

EXHIBIT C - INSURANCE REQUIREMENTS



The insurance requirements are included in the Defense and Indemnity Agreement. Below is a summary of those requirements:

- 1. Commercial General Liability/Liquor Liability Insurance:** Maintain Commercial (or Comprehensive) General Liability and Liquor Liability coverage in the minimum amount of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Total limits may be achieved through a combination of a primary policy and Excess or Umbrella policy. To remain in full force and effect for occurrences and acts in any way arising out of or relating to Indemnitor's extended operations under Indemnitor's ABC Permit and/or operations in its Extended Operation Zone.
 - a. 30 Day Notice of Cancellation / 10 Day Notice in the event of Cancellation.
Endorsement(s) must be accompany the Certificate(s) of Insurance.
- 2. Additional Insureds:** Specifically include Little Italy Association, the City of San Diego, and New City America as Additional insureds; **Additional Insured endorsement(s) must accompany Certificate(s) of Insurance:**
 - A. Little Italy Association of San Diego
2210 Columbia Street
San Diego, CA 92101
 - B. City of San Diego
c/o Risk Management
1200 Third Avenue #1000
San Diego, CA 92101
 - C. New City America Inc.
2011 California Street
San Diego, CA 92110
- 3. Primary Coverage:** For any claims related to the Indemnitor's extended operations under its ABC Permit, Indemnitors' insurance coverage shall be primary coverage. Any insurance or self-insurance maintained by the Indemnitees, and/or their officers, officials, employees, volunteers, agents and representatives shall be excess of Indemnitors' insurance and shall not contribute with it. **Endorsement(s) must accompany Certificate(s) of Insurance.**
- 4. Waiver of Subrogation:** Indemnitor hereby grants to the Indemnitees a waiver of any right to subrogation which any insurer of any Indemnitor may acquire against any one or more of the Indemnitees by virtue of the payment of any loss under Indemnitor's insurance. Indemnitor agrees to request any endorsement that may be necessary to affect this waiver of subrogation, but this waiver shall apply regardless of whether or not Indemnitor has received a waiver of subrogation endorsement from their insurer(s). **Endorsement(s) must accompany Certificate(s) of Insurance.**
- 5. Workers' Compensation** insurance must be in place and evidenced on Certificate of Insurance.

In connection with the foregoing insurance coverage, Indemnitor further agrees to deliver to Little Italy Association a Certificate of Liability Insurance and corresponding Endorsements evidencing the required insurance coverage.