

# Manteca Commercial Activity Expansion Program



The City of Manteca's Temporary Commercial Activity Expansion Program provides an opportunity for businesses identified in the Governor's July 19th Order to safely reopen by utilizing new or additional outdoor space for commercial activities, while meeting physical social distancing requirements. The program allows restaurants, gyms, fitness centers and some personal care businesses to explore:

- Expansion of activity onto sidewalks where 4ft. of clearance is maintained next to the expansion area;
- Expansion of activity into private parking lots and setback areas;
- Expansion of activity into adjacent on-street parking spaces where appropriate;
- Street Closures and traffic modifications that allow for the expansion of activity into public right-of-way where appropriate;
- Expansion of activity into alleyways where appropriate.

If you are interested in utilizing a temporary expansion area you must first apply for a no-cost Temporary COVID-19 Outdoor Commercial Activity Permit from the Economic Development Division before you may begin operating an expanded outdoor space. All applicants must agree to indemnify the City and provide a certificate of insurance for the expanded activity. All applicants must also comply with not only City regulations, but any applicable County or State guidelines and checklists (see attached) related to outdoor business expansion. You should always refer to the latest available information for the County and State found at these sites:

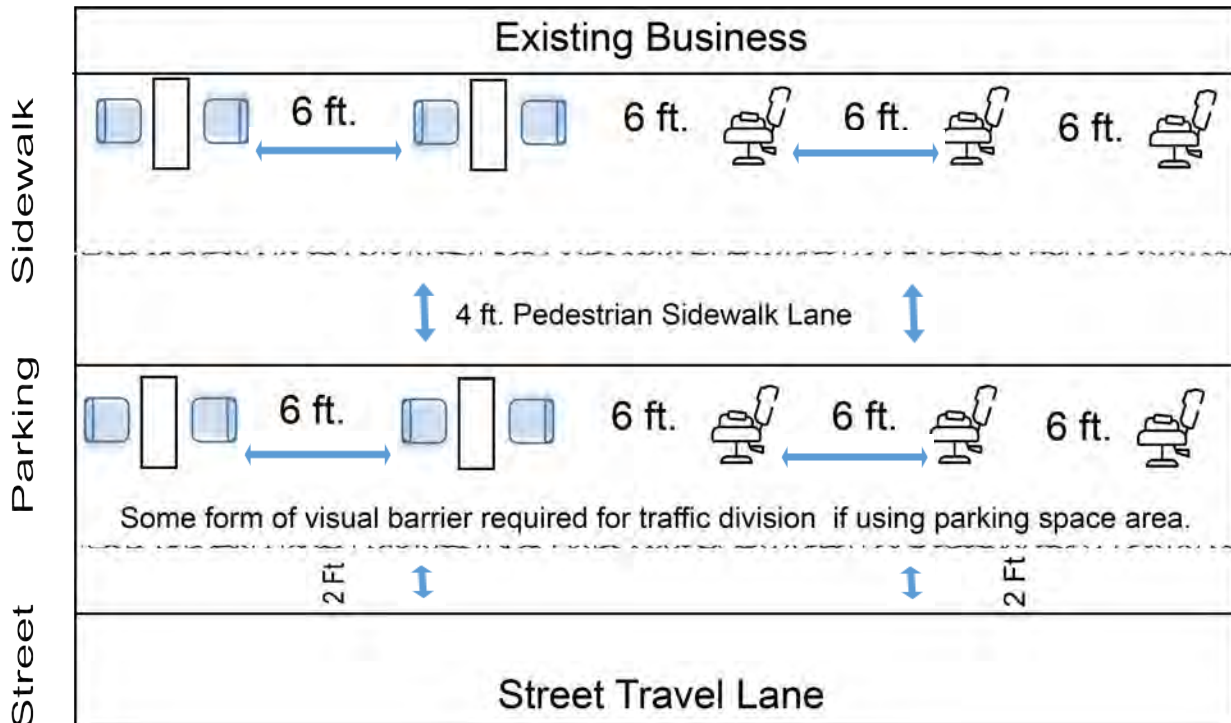
County Site: <http://www.sjcphs.org/>

State Site: <https://covid19.ca.gov/industry-guidance/#statewide-guidance>

For more information, businesses can contact the Economic Development Division at [EconDev@mantecagov.com](mailto:EconDev@mantecagov.com) or (209) 456-8522.

**APPLICATION CHECKLIST:**

- **Email the Permit Application and support documents to:**  
[EconDev@mantecagov.com](mailto:EconDev@mantecagov.com)
  - E-Mail the following documentation:
    - ✓ Hold Harmless Waiver and Proof of Liability Insurance.
    - ✓ Temporary COVID-19 Outdoor Commercial Activity Permit signed by business owner. Property owner signature also required if expansion area is on private property.
    - ✓ Proof of ABC authorization of expansion area if serving alcohol.
    - ✓ All applicants are required to provide proof of insurance and the attached City of Manteca Indemnification and Hold Harmless Agreement.
    - ✓ Site plan showing the expansion area's location and dimensions (Must be a clear digital PDF, JPEG, or PNG image)To help you prepare to submit an application please collect the following information and approvals based on the type of expansion you are planning:



***SITE PLAN CONSIDERATIONS:***

**Outdoor Activity on the sidewalk, an approved alleyway, or in on street**

**parking:**

- Determine if you have 4ft. of clearance on the sidewalk beyond your expansion area to be able to operate on the sidewalk and at least two feet clearance between the drive aisle and your seating area if on streets or parking areas. Do not block fire lanes.
- Develop a description of the activities you will be conducting in your expansion area and identify the furniture, barriers, trash receptacles and other amenities you will use in the space. Must follow operating guidelines outlined in Governor's July 16th Order.

**Outdoor Activity on private parking or setback areas:**

- Develop a description of the activities you will be conducting in your expansion area and identify the furniture, barriers, trash receptacles and other amenities you will use in the space. Must follow operating guidelines outlined in Governor's July 16th Order.
- Receive approval from your property owner for the expansion area by having them sign the Temporary COVID-19 Outdoor Commercial Activity Permit form found in this packet.

**Businesses Serving Alcohol:**

- You must receive approval from the ABC authorizing your expanded licensed area. Fill out and submit the [application form](#) to ABC directly.
- You must provide a barrier around the expanded area that is no less than 42" in height. Barriers near vehicle travel lanes are required to be more substantial to protect the area and also provide the required delineation.



# Rapid Outdoor Commercial Activity Expansion INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration for the use of City grounds and facilities and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Manteca and each of its officers, officials, employees, agents and volunteers (hereinafter collectively referred to as "City") from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of use of City grounds and facilities by the Permittee or any of his/her/its officers, officials, employees, agents, volunteers or invitees. Permittee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or authorized volunteers.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, volunteers or invitees.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement. This Indemnification and Hold Harmless Agreement shall survive the use of City grounds and facilities.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.

\_\_\_\_\_  
Permittee Signature & Date:

\_\_\_\_\_  
City Employee Approval Signature & Date:

\_\_\_\_\_  
Print Permittee Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Business Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Business Address:

\_\_\_\_\_  
Phone:

\_\_\_\_\_  
Phone/Email:

\_\_\_\_\_  
Email:



TEMPORARY COVID-19 OUTDOOR COMMERCIAL ACTIVITY PERMIT

Enabled Through the March 15, 2020 Proclamation of Local Emergency

City of Manteca Development Services Dept.  
Economic Development Division  
1215 W. CENTER ST., Suite 201 MANTECA,  
CA 95337  
Ph. (209) 456-8522  
Email: EconomicDevelopment@ci.manteca.ca.us

Permit No.: \_\_\_\_\_

Permittee/Business: \_\_\_\_\_

Site Address/Location: \_\_\_\_\_

Permit Issuance Date: \_\_\_\_\_

The City of Manteca (City) grants to \_\_\_\_\_ (“Permittee”) a Temporary COVID-19 Outdoor Commercial Activity Permit (“Permit”) on and along that section of the public right-of-way/or private property located adjacent to Permittee’s business at \_\_\_\_\_ and/or shown in Exhibit 1, along with any special conditions, incorporated herein by reference, to be used by Permittee temporarily as an extension of its business operation for the limited use as [  Retail Area  Sit-Down Dining Area  Waiting/Queue Area  Personal Care Area  Fitness Area ] until this Permit expires or is revoked consistent with the March 15, 2020 Proclamation of Local Emergency.

The designated outdoor area may be used during the regular hours of Permittee’s normal hours of business operation; or between the hours of 8:00 a.m. and 10:00 p.m. daily, if a food service establishment. The hours of operations are subject to modification by the City Manger or Chief of Police.

This Permit is not assignable to any other party.

Permittee accepts use of the public right-of-way “AS-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS”. Permittee shall use the designated outdoor area in a clean and safe manner at Permittee's sole expense, and in a manner satisfactory to the Deputy Director of Economic Development of the City.

Permittee’s use of the public right-of-way is subject to City’s final authority and City retains the right to use the public right-of-way for maintenance of utilities or other public infrastructure.

Indemnity/Waiver/Hold Harmless

Permittee agrees to sign and submit a hold harmless agreement to defend, indemnify, and hold harmless the City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured’s as respect to: liability arising out of the activities performed by or on behalf of the Insured (applicant); products and completed operations of the applicant; premises owned, occupied or used by the applicant; or automobiles owned, leased, hired or borrowed by the applicant. The coverage shall contain no special limitations on the scope of protection afforded the City, its officers, officials, employees, agents, or volunteers.

Revocation/Expiration of Use of Public Right-of-Way

This Permit shall be revocable by City at any time at the City’s sole discretion in the interest of public health, safety and welfare. Within seven days of receiving notice from City of revocation or expiration of this permit, Permittee shall at his/her sole cost and expense, remove all items encroaching on the City’s right-of-way or on private property, including but not limited to, any and all improvements installed by Permittee pursuant to this Permit, and shall restore the premises as nearly as practicable to its condition prior to Permittee’s use. Permittee shall cease use of the outdoor area as an extension of its business operation or for any other purpose.

Compliance with All Laws and Permit Conditions

Permittee agrees that all activities of Permittee, Permittee’s employees, and agents will be carried out in compliance with all applicable federal, state and local laws, including, but not limited to the Americans with Disabilities Act, the City’s Executive Order No. 2020-11, the City’s Guidelines for Temporary COVID-19 Outdoor Commercial Activity Business Operations (“Guidelines”), attached to the application for this Permit, and any additional conditions specified as part of the approval.

Permittee acknowledges that approval of the California Department of Alcoholic Beverage Control (ABC) is required to provide alcoholic beverage service in the outdoor area.

Permittee acknowledges that the consent of the owner of the private property is required to conduct business in any outdoor space located on private property.

Permittee acknowledges Permittee is hereby responsible for ensuring that all Permittee’s employees, agents and others acting on behalf of Permittee or under Permittee’s control are aware of and abide by all of the conditions of approval related to this Permit, including the Americans with Disabilities Act, Proclamation of Local Emergency, the Guidelines, even if the City’s Guidelines or the conditions of use may be subject to change related to reducing the spread of the COVID-19 virus.

Acknowledgment

Permittee hereby acknowledges that Permittee has read and understands all of the Guidelines and the terms of this Permit. Permittee acknowledges that the undersigned is authorized to sign and accept the terms of this Permit and that the terms of this Permit are legally binding on Permittee, Permittee’s heirs, representatives, agents, and successors.

This Permit may be signed in counterparts, which all together shall constitute one and the same original instrument. A scanned, electronic, or other copy of a party’s signature shall be legally valid as an original.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Print Name of Applicant - Permittee) (Signature) (Business Name) (Date)

.....  
CONSENT BY OWNER FOR USE OF PRIVATE PROPERTY. The undersigned, as the legal owner or authorized agent of the owner of private property (“Owner”) designated for use, as specified above, hereby consents to Permittee’s temporary use of the outdoor space on Owner’s private property at the specified location, in compliance with the Permit requirements.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Print Name – Owner of Private Property) (Signature) (Address) (Date)

.....  
PERMIT ISSUANCE GRANTED

DATE: \_\_\_\_\_

CITY OF MANTECA

BY: \_\_\_\_\_  
Deputy Director of Economic Development

## Exhibit 1

### **External Guidelines**

You should always refer to the latest available information for the County and State found at these sites:

County Site: <http://www.sjcphs.org/>

State Site: <https://covid19.ca.gov/industry-guidance/#statewide-guidance>