



City of Palo Alto

Public Works Engineering
250 Hamilton Avenue
Palo Alto, CA 94301
Phone: (650) 329-2295
Email: pwecips@cityofpaloalto.org

ENCROACHMENT PERMIT PARKLET PROGRAM

PERMIT TYPE: ENCROACHMENT PERMIT PARKLET PROGRAM

EXPIRATION (1 YEAR FROM ISSUANCE): _____

PERMITTEE NAME AND ADDRESS:

LOCATION OF ENCROACHMENT:

INSURANCE EXPIRATION: _____

Name: _____

Phone: _____

Email: _____

--PW STAFF USE ONLY--
FEES:

See attached receipt

APPLICANT/PERMITTEE MUST COMPLY AND ADHERE TO ALL APPLICABLE LAW, INCLUDING THE MOST RECENT SANTA CLARA COUNTY HEALTH ORDER AND BY SIGNING THIS APPLICATION APPLICANT AGREES TO COMPLY

Pursuant to the provisions of Chapter 12.11 of the Palo Alto Municipal Code, permission is hereby requested to construct and maintain an encroachment, or to use City-owned property, at the above location and in the manner described below. The applicant must provide a plan that meets all requirements in the parklet guidelines. The plan must show all existing facilities such as signs, trees, bike racks, trash receptacles, benches, streets lights, and news racks, as well as all proposed encroachments.

DESCRIPTION OF ENCROACHMENT: _____

Permittee shall, at Permittee expense, remove said encroachment or any improvements constructed, and this permit shall terminate within thirty (30) days after written notice from the City Engineer. Permittee agrees that in the event of failure to remove such encroachment/improvement within the time specified, the same may be removed, and the City's property or easement restored, by the City, and the cost thereof made a lien upon/against Permittee, pursuant to the provisions of Chapter 12.11 of the Palo Alto Municipal Code. For health and safety violations, or continuing violations, as determined by the City Engineer in his sole discretion, the permit may be terminated and the encroachment required to be removed immediately.

Permittee agrees to hold harmless, indemnify and defend the City of Palo Alto, its elected and appointed officials, employees, and agents (collectively "Indemnified Parties") from and against any and all claims, loss, liability, damage, and expense arising out of, connected to, or caused in whole or in part by Permittee's activity, operations, structures under this permit (collectively "Claims"). Permittee's obligations hereunder include, without limitation, the duty to hold harmless, indemnify, and defend the City, its elected and appointed officers, agents, employees, and volunteers from claims for property damage or personal injury arising from an alleged dangerous condition of public property used by Permittee in its operations under this permit, claims of violation of applicable law including the Americans with Disabilities Act or current health orders, or arising from allegations that any person has contracted COVID-19 as a result of such operations. The obligations under this Paragraph shall survive the termination of this permit.

Permittee agrees to maintain the required liability insurance and evidence thereof, for the life of the encroachment, that indemnifies, holds harmless and provides for the defense of the Indemnified Parties for any and all Claims.

The Permittee agrees and understands that this permit vests no estate.

Permittee shall be responsible for obtaining any and all permits which may be required by a government agency having jurisdiction over the property and/or proposed use. Notwithstanding the above, nothing contained herein shall obligate City to issue any permits or approvals required for construction.

Permittee hereby accepts this permit subject to all conditions set forth herein and in the attached Special Provisions, and agrees that all of said conditions and provisions shall be binding on Permittee, co-owners, heirs, assigns, transferees and successors in interest of every nature. This permit shall expire if work on the encroachment described within does not commence within sixty (60) days of the date of approval, or by the anticipated start date as indicated above, whichever is later.

X _____
Permittee Authorized Representative Signature

_____ Printed Name

_____ Date

X _____
Approved By

_____ Issuance Date

Inspector: _____ Permit No. ENC- _____ Date: _____

SPECIAL PROVISIONS

1. Permittee shall provide the City evidence of Personal Injury and Property Damage insurance in a form acceptable to the City's Risk Manager, in the minimum amounts of \$2,000,000 each for personal injury and property damage or else as indicated below. Said insurance shall name the City of Palo Alto, its officers and employees as an additional insured and shall be primary insurance with any City insurance being excess only. Said insurance shall be maintained so long as this permit remains in force, and evidence of said current insurance and subsequent renewals shall be submitted to the City of Palo Alto, Public Works Engineering Division.
2. Encroachment, construction or use shall not extend beyond the area identified and specified as part of this permit.
3. Encroachment shall not restrict visibility to any traffic control devices or signs.
4. No encroachment is permitted in exclusive bike lanes (where parking is not permitted); bus stops, or "no parking zones" unless specifically authorized within this permit.
5. Encroachment shall not block or cover access to any utility pole, manhole, vault, cleanout, valve, junction or meter box.
6. Permittee shall maintain encroaching or constructed facility and/or the property in a good and safe condition. Construction shall be in conformance with plans approved by the City.
7. Parklet requires Public Works Inspection prior to the start of construction.
8. Whenever construction, reconstruction or maintenance work to City facilities requires relocation or modification of the encroachment, construction or use, such relocation or modification work shall be done by Permittee at Permittee's sole expense.
9. Permittee shall assure adequate visibility of encroachment, construction or use during daytime and nighttime hours.
10. Permittee shall conform to all requirements of the Palo Alto Traffic Control Manual, as applicable.
11. Any public and/or private improvements damaged by the encroaching activities must be repaired or replaced in-kind to the satisfaction of the improvement owner and at Permittee expense.
12. Permittee shall comply with all applicable law including the Palo Alto Municipal Code, State and County Health Orders in effect, and City ordinances, resolutions and regulations/guidelines (including the Parklet Standards, Requirements for parklets and Weatherization Standards).
13. Permittee shall maintain the site in accordance with the parklet cleanliness standards.
14. See Attachment(s) A B C D E F _____ for additional permit conditions.
15. X OTHER: