



City of Cleveland

Justin M. Bibb, Mayor

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Mayor's Office of Capital Projects

Division of Real Estate

James DeRosa, Commissioner

601 Lakeside Avenue, Room 518

Cleveland, Ohio 44114-1015

216/664-4052 Fax: 216/664-2289

[www.city.cleveland.oh.us](http://www.city.cleveland.oh.us)

Dear Business Owner:

In accordance with the Codified Ordinance Section 513.04 "Permits shall be valid for a twelve (12) month period, commencing April 1st and ending March 31st. Permits may be renewed, on a form provided by the City of Cleveland, for the following season provided all the requirements of this chapter are met, and no changes have been made from the previous approved application. The permit renewal fee shall be one hundred dollars (\$100.00) for each outdoor restaurant.

If any changes occur throughout the upcoming year (new owner, new liquor license holder, etc), a new application must be submitted along with any applicable fees.

For your convenience, we have enclosed a Temporary Occupancy Permit Application and Guide.

If you have any questions regarding the permit process or associated rules and regulations, please contact Robert Knopf Section Chief Sidewalks and Permits Section at 216-664-7296.

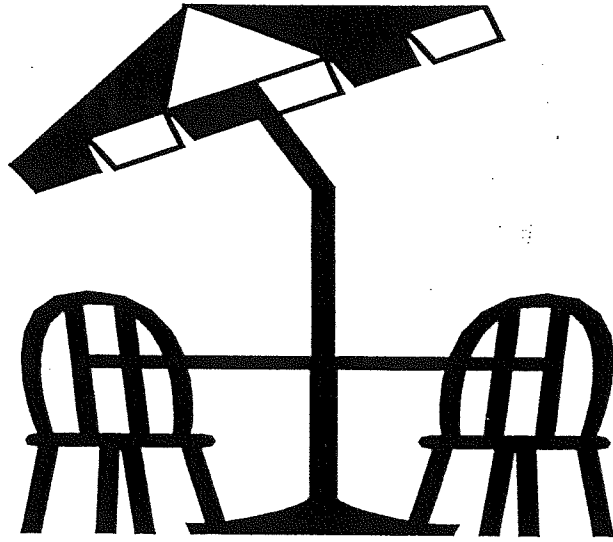
Sincerely,

Richard J. Switalski, P.E.

Administrative Manager, E&C

Mayor's Office of Capital Projects

CC: Robert Knopf Section Chief of Sidewalks and Permits



# **Outdoor Restaurant Occupancy Permit Guide and Application**

City of Cleveland  
Mayor's Office of Capital Projects  
Division of Engineering and Construction

C.O. Chapters 513 and 241.22

**CITY OF CLEVELAND**  
**TEMPORARY OCCUPANCY PERMIT FOR OUTDOOR RESTAURANT USE**

Applicant Name \_\_\_\_\_ Email address \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

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

Federal ID - or - Social Security Number \_\_\_\_\_

Address \_\_\_\_\_ Cleveland, Ohio Zip \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Ward Number \_\_\_\_\_

Describe area to be used (size?) \_\_\_\_\_

Number of Tables and Chairs? (Tables) \_\_\_\_\_ (Chairs) \_\_\_\_\_

Will pedestrian diverters or other obstructions be used? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please describe \_\_\_\_\_

Describe type of food and beverage to be served \_\_\_\_\_

**If alcohol is to be served, enclose a copy of your Valid State of Ohio Permit.**

**The State of Ohio requires enclosures, and these must be reviewed by the City Planning Commission.**

**Attach photos, drawings, food service operation license, copies of Liquor Permit (if applicable) and a copy of the required Insurance Document**

Permit Fee Restaurant: (New) \$200.00 \_\_\_\_\_ (Renewal) \$100.00 \_\_\_\_\_

Org. 400401 Account 408390

FOR OFFICE USE ONLY

Fee Paid: Yes \_\_\_\_\_ No \_\_\_\_\_ Councilperson: Yes \_\_\_\_\_ No \_\_\_\_\_

Photo: Yes \_\_\_\_\_ No \_\_\_\_\_ Sidewalks: Yes \_\_\_\_\_ No \_\_\_\_\_

Permits: Yes \_\_\_\_\_ No \_\_\_\_\_ Health: Yes \_\_\_\_\_ No \_\_\_\_\_

Insurance: Yes \_\_\_\_\_ No \_\_\_\_\_ Safety: Yes \_\_\_\_\_ No \_\_\_\_\_

Planning/Landmarks Review Required: Yes \_\_\_\_\_ No \_\_\_\_\_ Comments \_\_\_\_\_

**A Temporary Occupancy Permit for Outdoor Restaurant Usage is hereby approved pursuant to Section 513 of the Codified Ordinances of the City of Cleveland, Ohio.**

\_\_\_\_\_  
Director of the Mayor's Office of Capital Projects

\_\_\_\_\_  
Date

I, (We,) \_\_\_\_\_  
own the business establishment immediately adjacent to the proposed area to be occupied by an outdoor restaurant.

And that I, (We,) are also known as \_\_\_\_\_ ("Permittee"), and shall save and hold harmless the City of Cleveland, its Officers, Employees, and Assigns, and shall indemnify the City of Cleveland, its Officers, Employees, and Assigns for any and all claims or damage to property, or injury to any person or persons which may be occasioned by any activity carried on under the terms of the Permit.

Permittee shall furnish and maintain such Public Liability Insurance, Food Products Liability Insurance, and Property Damage Insurance, as will protect the Permittee and the City of Cleveland from all claims for damage to property or bodily injury, including death to one or more persons, which may arise from operations under this Permit or in connection therewith.

Such Insurance shall provide coverage in the amount of not less than One Million Dollars (\$1,000,000) on account of an incident involving injuries, including death to one or more persons, and Property Damage Insurance in the amount of not less than One Million Dollars (\$1,000,000), or a combined single limit of One Million Dollars (\$1,000,000) provided, however, that this insurance requirement shall not be construed to limit Permittee's indemnification obligations to the above required limits of insurance.

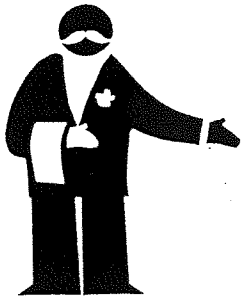
Such Insurance shall also name the City of Cleveland as an Additional Insured, including its Officers, Employees, and Assigns, and shall further provide that the Policy shall not terminate or be cancelled prior to the expiration date of this Permit without thirty (30) calendar days' written notice to the Director of the Mayor's Office of Capital Projects.

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

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_



## Outdoor Restaurant Permits

*The issuance of this permit is subject to Codified Ordinance Chapters 513 and 241.22 and any regulations established by the Director of Mayor's Office of Capital Projects.*

***Note: The Director of City Planning Commission must approve this application.***

### APPLICATION FOR PERMITS:

Application shall include, but not be limited to, the following information: (see insert).

1. Name, Phone number and address of applicant.
2. Detailed plans drawn to scale: showing the locations, number and arrangement of tables, chairs, and other structures.
3. The location of the pedestrian diverters planned to demarcate the occupied area.
4. The location of the entrance to the establishment.
5. The locations of the fire exits for fire escapes.
6. The nature and location of any existing sidewalk obstructions and the dimensions of the proposed area. (Photographs of the site are required).

### THE ISSUANCE OF A PERMIT SHALL BE SUBJECT TO THE FOLLOWING REQUIREMENTS

1. Seasonal outdoor restaurants located in the public right-of-way shall occupy only area immediately adjacent to the business making the application, except in locations where plaza area have been developed for such use.
2. Restaurant Structures, Furniture and Equipment shall be constructed so that they may be removed at anytime.
3. Outdoor restaurants shall not obstruct emergency exits or fire standpipes.
4. Outdoor restaurants shall not occupy any portion of the roadway or within two (2) feet of the curb.
5. Outdoor restaurants shall not be permitted within six (6) feet of any fire hydrant, within five (5) feet of any driveway, within three (3) feet of any sidewalk handicap ramp, or within that portion of the sidewalk parallel to an area designated for parking, for handicapped parking, or commercial loading and unloading.
6. Six (6) feet of clear unobstructed walk must remain open at all times. In some areas circumstances may require a larger clear unobstructed walks of up to ten (10) feet. Prior to the issuance of a permit to occupy the sidewalk within the public right-of-way, the sidewalks shall meet the requirements of the Codified Ordinances of the City of Cleveland, Section 505.
7. Anchoring methods and materials shall be submitted for review and approval by the Director of Mayor's Office of Capital Projects prior to the issuance of any permit.

**NOTE: APPLICATIONS WITH INCOMPLETE DRAWINGS WILL NOT BE PROCESSED.**



## **REQUIREMENTS AND CONDITIONS OF PERMIT**

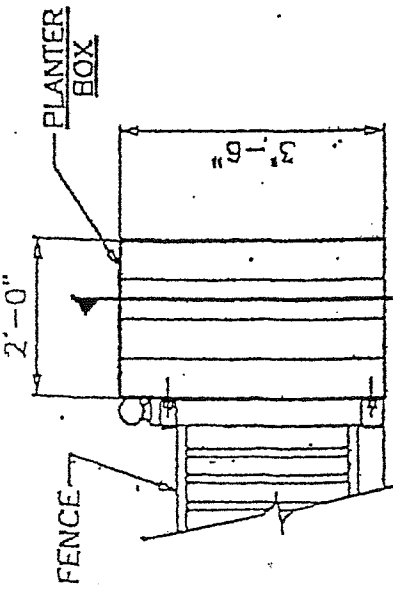
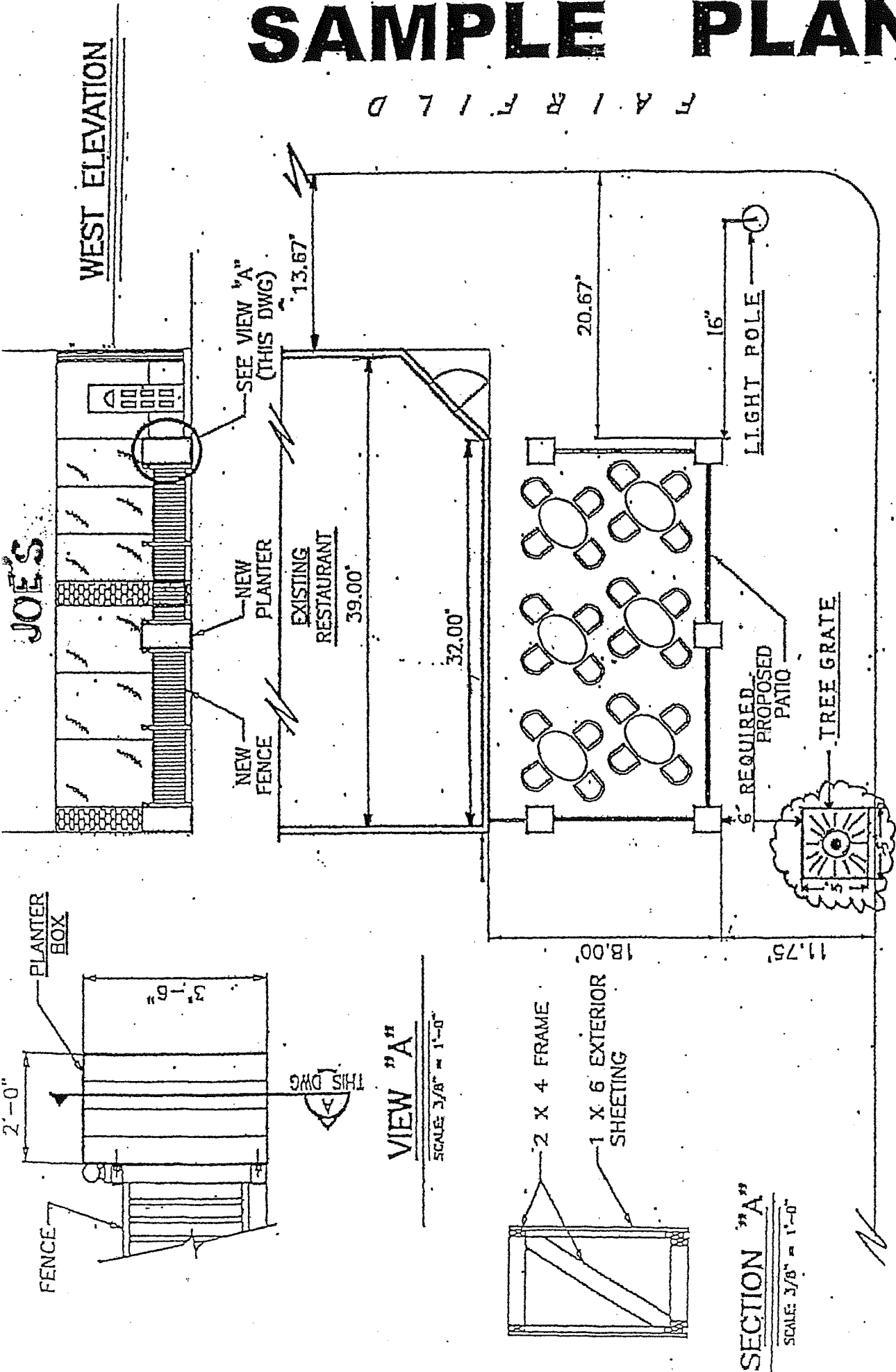
- **The outdoor restaurant shall be placed only on the location set forth in the permit.**
- \$200.00 Application Fee (\$100.00 Renewal Fee) must be paid.
- Restaurant Furniture shall not be placed, and food service shall not begin until the application for the permit has been approved.
- Permits may be revoked for non-compliance with City Codified Ordinances or State law; and Permits may be suspended for such time and duration as the City of Cleveland deems necessary.
- Permittees shall maintain all required health licenses.
- Permittees and their Agents shall be responsible for maintaining all outdoor restaurant structures and associated equipment in good repair and free of corrosion and litter.
- Permittees shall not cook food in the outdoor restaurant.
- Permittees shall not place signs in the outdoor restaurant.
- All enclosures, tables, chairs and associated equipment shall be removed from the right-of-way during the off-season.
- Permittees shall provide insurance of not less than \$1,000,000.00 in accordance with section 513.03 (j) of the Codified Ordinances of the City of Cleveland.
- The permits allows for operation between April 1<sup>st</sup> and March 31<sup>st</sup> of the following year with hours of operation from 6:00 a.m. to 12 midnight in the Central Business District and 6:00 a.m. to 11:00 p.m. in all other districts.

## **REQUIREMENTS AND CONDITIONS**

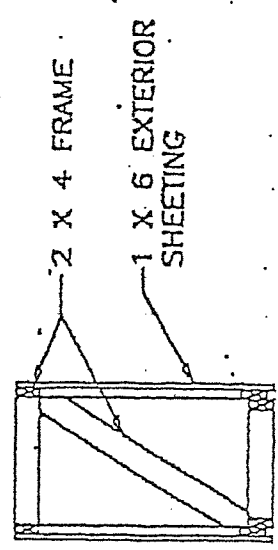
- The Outdoor Restaurant shall be placed only on the location set forth in the permit.
- **An Outdoor Restaurant located in the Central Business District shall not operate earlier than 6:00 a.m. nor later than 12:00 midnight. An Outdoor Restaurant located in any District other than the Central Business District shall not operate earlier than 6:00 a.m. nor later than 11:00 p.m.**
- Permittee and their agents shall obey any order of a Police Officer or other Emergency Personnel to remove their tables, chairs and other structures from the public right-of-way if necessary to avoid congestion or obstruction in an emergency.
- Permittees and their agents shall be responsible for maintaining all Outdoor Restaurant structures and associated equipment in good repair, free of corrosion and in a safe, sound and non-hazardous condition.
- Permittees and their agents shall be responsible for keeping the general area around the permitted location free of litter. Permittees and their agents shall provide a suitable container for the placement of paper wrappers, and other similar items used by customers and others within the permitted area.
- Permittees shall not place heaters, stoves or other flame producing devices in the Outdoor Restaurant.
- Permittees shall not cook food in the Outdoor Restaurant.
- Permittees shall not place signs in the Outdoor Restaurant.
- Permittees shall maintain the required minimum clear unobstructed sidewalk adjacent to the Permit area which includes snow/ice removal.
- No permit shall be transferable in any manner.
- A permit is valid only when used at the location designated in the Permit.
- Permits are valid commencing April 1<sup>st</sup> and ending March 31<sup>st</sup> of each calendar year.
- The window cling permit shall be visible from the sidewalk outside the fenced area.

# SAMPLE PLAN

F A I R F I L D



**VIEW "A"**  
SCALE: 3/8" = 1'-0"



**SECTION "A"**  
SCALE: 3/8" = 1'-0"

WEST ELEVATION

JOE'S

SEE VIEW "A"  
(THIS DWG)

NEW FENCE

NEW PLANTER

EXISTING RESTAURANT  
39.00'

32.00'

20.67'

16"  
LIGHT POLE

6' REQUIRED PROPOSED PATIO

TREE GRATE

WEST 11TH ST.

PLAN VIEW

SCALE: 1/4" = 1'-0"

JOE'S 1234 W. 11TH ST.

SAMPLE



PLAN



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/05/20

**PRODUCER**  
  
Name of Insurance  
Insurance Division  
Ave.  
Cleveland, OH 44115-2001

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
Name of Restaurant  
Cleveland, OH

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Casualty Insurance Group	
INSURER B: Casualty Insurance Group	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER ADD'L CTR. NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> ACCT <input type="checkbox"/> LOS		06/25/04	06/25/05	EACH OCCURRENCE \$ 1,000,000 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>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO DRIVG EA ACC \$ AGG \$
	<b>EXCESS UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

SAMPLE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADOPTED BY ENDORSEMENT / SPECIAL PROVISIONS**

The City of Cleveland is an Additional Insured under the above General Liability policy.

**CERTIFICATE HOLDER**

City of Cleveland  
Mayor's Office of Capital Projects  
601 Lakeside Avenue  
Cleveland, OH 44114

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~BE REQUIRED TO~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~NOTICE MUST BE GIVEN TO THE CERTIFICATE HOLDER BY THE ISSUING INSURER~~ NOTICE MUST BE GIVEN TO THE CERTIFICATE HOLDER BY THE ISSUING INSURER

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



**AUTOMATIC  
PAYMENT  
AUTHORIZATION**

**CITY OF CLEVELAND  
MAYOR'S OFFICE OF CAPITAL PROJECTS**  
Division of Engineering & Construction  
601 Lakeside Avenue, Room  
518 Cleveland, Ohio 44114

Mayor Justin M. Bibb

Phone: 216.664.2182

Hours of Operation: 8am to 5pm Weekdays

Secured Fax: 216.420.7804

Application Type: Temporary Public Right-of-Way Occupancy Permits for Outdoor Restaurants

Applicant / Business Name:

<input type="checkbox"/>	One-Time Transaction Only
<input type="checkbox"/>	Payment Information on File (applicable only to Street Permits)

**ACCOUNT HOLDER INFORMATION**

Name on Account/Card: \_\_\_\_\_ Account Address: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Account Holder SSN: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_ Account Phone: \_\_\_\_\_

**ACCOUNT INFORMATION**

**Credit Card**

Credit Card Type: \_\_\_\_\_  
 Credit Card Number: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_

**TERMS**

I, the above named Account Holder (see "Account Holder Information") authorize the City of Cleveland, Ohio ("City") to automatically charge my account (see "Account Information") or initiate scheduled deductions in the amount due and owing for any permit fee and/or service charges that may already exist or hereinafter accrue. I authorize the financial institution identified by the credit card or routing number (see "Account Information") to accept the charges or post entries to the account stated above. I represent that I am the owner and/or authorized signer of the account. This authorization shall be valid for all future payments that may become due, until this agreement is cancelled.

I understand that the City will not send me a bill before scheduled payments are processed and that it is my responsibility to ensure sufficient credit or funds are available at the time of each scheduled payment. I also understand that in addition to any fees charged by my bank, the City will charge a NSF fee of up to \$25.00 if my payment is dishonored or returned for any reason. On such an event, I may be removed from the automatic monthly payment authorization program in the full and complete discretion of the City. This authorization is to remain in full force and effect until the City receives a written request from me to cancel the authorization or until the City elects to cancel this Agreement.

I understand that if any due date falls on a weekend or holiday, the City will process the payment on the following business day. I agree to hold the City harmless against all claims related to the processing of payments pursuant to this authorization that I may now have or hereafter accrue. By signing below, I acknowledge that I have read and understand this Agreement.

**ACCEPTANCE**

I, the above named Account Holder, accept, acknowledge, and agree to the terms contained in this authorization Agreement.

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_  
 Tracking Number: \_\_\_\_\_  
 Processed By: \_\_\_\_\_

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

Credit Cards Accepted:  
 Visa, Master Card, American Express, Discover