

OUTDOOR DINING: STREET PARKLET APPLICATION

This application is for a parklet for a restaurant. A parklet is built to temporarily extend sidewalk dining out from the curb. Parklets are installed level with the sidewalk and usually cover several parking spaces to provide more outdoor seating.



Small Business Center
1333 NW Eastman Parkway
Gresham OR 97030-3813
(503) 618-2872

Instructions:

- 1) **Complete** the application below.
- 2) **Assemble:** This application, insurance documentation, Google aerial indicating placement of parklet on street, sketch of parklet design (include dimensions, materials and their placement, specification sheets on materials or heating devices).
- 3) **Submit:** Create an account through our online portal, confirm registration, select the Parklet Permit to apply. Be sure to attach all documents in one PDF.

Applicant Information			
Name			
Phone		Email	
Business Information			
Name		Speed limit of street for parklet	MPH
Full Address	Parklet must be along the street directly in front of the business.		
Phone		Email	
Parklet Design			
Width of parklet from curb to street (6' max)	Feet		
Length of parklet parallel along the curb (20' max)	Feet		
Height of perimeter walls or continuous edge (Must be 30"-42")	Inches		
Parklet materials <i>Prohibited: Plastic sheeting or vinyl, tarps, flammable materials such as non-fire-retardant fabrics, straw, etc., prefabricated sheds or greenhouses, steel or traffic barricades.</i>			
Overhead covering	<input type="checkbox"/> Canopy <input type="checkbox"/> Umbrella <input type="checkbox"/> Roof <input type="checkbox"/> None		
Will you be providing heating? If yes, what type?	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No		
Will you be using lighting? If yes, what type?	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No		
Is there a bus stop/shelter on the block (side of parklet)?	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No		
Distance from nearest stop sign to any proposed overhead covering.	Feet		
Distance from nearest intersection to edge of parklet	Feet		

Parklet must meet the following policy requirements:

- Parklet areas are considered temporary in nature. An initial approved application will expire Jan 1, 2022. Parklet shall be removed by the expiration date.
- The structures and features must be freestanding and rest on the street surface or curb. No features or structural components will be permanently attached to the street, curb, or adjacent sidewalk.
- The parklet space will maintain clear sight lines both on the street and on sidewalks.
- The parklet enclosure, tables, chairs, and any other objects shall be of sufficient quality, design, materials and workmanship to ensure the safety and convenience of the users, and to enhance the visual and aesthetic quality and experience.

- The placement of the parklet will not block fire hydrants, storm water drainage, driveways, traffic signs, manholes, and other utility covers or city amenities.
- No smoking or vaping will be permitted within a parklet at any time within 25' of a parklet. I understand I must post "No smoking" signage inside the parklet.
- No signage can be placed on the street facing sides of the parklet. Signage 3 square feet or less is allowed inside the parklet or on the side facing the sidewalk as long as it is attached to the parklet.
- Use of audio systems within or near the parklet is prohibited.
- Placement of tables, chairs or other allowed items will not in any way interfere with curb ramps, access to buildings, driveways or fire accesses.
- The parklet will not be placed in a marked or signed ADA parking spaces, where City utilities or permanent amenities are present, crosswalks, or loading zones.
- The applicant is responsible for all costs associated with the area including construction, installation, maintenance, and removal.
- It is the applicant's responsibility to maintain the parklet in the originally approved area and condition and free of tears, disconnected elements, grime, or disrepair.
- City owned garbage cans must not be used for the purpose of parklet waste. Garbage receptacles will be provided by the business for customer or staff use. I am responsible for ensuring that the facility is swept, and garbage removed daily.
- Clearing of debris, graffiti, grime removal, debris removal from under and around the area will occur at least weekly.
- For any outdoor seating area where alcoholic beverages are served, compliance with all state and local regulations for the sale, possession, and/or consumption of alcoholic beverages is required.
- Adherence to federal, state and local regulations including those under COVID risk level status are required.
- The parklet will be covered for \$1 million liability insurance on which the City is named as additional insured as long as the permit is in effect.
- The City may revoke the permit if any of the conditions of the permit are not being met or if, for any reason, the City deems the occupation of the right-of-way no longer desirable, or the City requires the area for any other purpose. The City may require the parklet to be removed in a time specified. Any violation of the terms of an approved application may be subject to enforcement including civil penalties.
- The City retains the right to move the parklet in an emergency circumstance where access to the space is needed and it cannot be done by the owner in the timeframe required to respond to the emergency. Should the City need to move the parklet to gain access to utilities, etc., the City shall not be held liable for damages to the parklet. The City will contact the applicant should the parklet need to be moved to accommodate City repairs. If this occurs outside of the business's hours and City staff cannot reach the applicant, the City retains the right to move the parklet as needed to respond to the emergency.

By typing my name, I acknowledge and agree that:

- All information is true, correct and complete based on all information of which I have knowledge. I understand that falsifying any information on this application may result in revocation of the application.
- I (Applicant) agrees to reimburse, defend, save, hold harmless, and indemnify Gresham, its elected officials, officers, agents, and employees from any and all threatened or actual claims, suits, actions, damages, losses, expenses and causes of action of any kind or character relating to or arising from this Agreement (including costs of defense and attorneys' fees) in favor of any person resulting from, arising out of or related to the intentional or negligent activities or omissions of Applicant, their officers, employees, subcontractors, agents, or anyone for whose acts Applicant is responsible. This obligation applies for any and all activities related to Applicant's participation in the Gresham Outdoor Dining Pilot Program-Parklet Policy, including but not limited to preparation for the use of the public right of way/street for outdoor dining, during periods of outdoor dining and post-event activities. Nothing in this paragraph requires the Applicant or their respective insurers to indemnify Gresham for claims of personal injury or property damage caused solely by the negligence of Gresham.

Applicant Name

Dates