



# Permitted Outdoor Dining Structure

## (Mix-and-Match)

### What is a Permitted Outdoor Dining Structure?

On-street dining, built and operating in public parking spaces. PODS can be built with a roof or without for an open-air feel.


### Requirements


- ✓ Complete Plan Set
- ✓ Design Elements
- ✓ Additional:
  - ✓ Visual Obstructions
  - ✓ Emergency Access
  - ✓ Accessibility (ADA)
  - ✓ Alcohol Service Space Control
  - ✓ Furniture


### Fees

\$1,000 (no roof)/\$1,500 (with roof)  
one-time application fee **AND**  
\$48 per square-foot per year  
Additional fees apply


## Submittals packet:


-  **Completed Checklist**  
Use **this page** as a cover sheet and check all boxes to indicate you have completed these items

-  **Review Requirements**  
Review additional requirements

-  **Review Fees**  
Review fee schedule; additional fees may apply

-  **Select Design Options**  
Review the Design Guidelines for Mix-and-Match and fill out the Design Elements Checklist

-  **Plan Set**  
Review sample plan set and provide architectural and structural plans prepared by a licensed architect/engineer

-  **Operator's Permit**  
Review sample permit

-  **License Agreement**  
Review sample agreement

Submit your completed packet in PDF format to [outdoordining@walnut-creek.org](mailto:outdoordining@walnut-creek.org) OR schedule your delivery of a paper copy by emailing [outdoordining@walnut-creek.org](mailto:outdoordining@walnut-creek.org).



# Permitted Outdoor Dining Structure Additional Requirements

## Visual Obstructions

Maintain clear sight lines for drivers to see other vehicles, pedestrians, traffic signals, signs and other traffic control devices

No obstruction of neighboring businesses

No advertising

## Emergency Access

Do not obstruct fire access, fire exits, fire lanes, pedestrian paths, sidewalk ramps, or handicap parking spaces

Maintain a minimum 3-foot clearance from fire hydrants and fire department connections

Access to fire hydrants, fire hose connections for sprinkler systems, and entrances and exits of all buildings shall not be obstructed at any time by furniture

## Accessibility (ADA)

All access pathways must be clear and a minimum of 48 inches in width

Unobstructed access to public utilities, building entrances, crosswalks, bus stops and transit entrances

Where dining tables are placed, accessible dining spaces (which are inclusive of tables and chairs) shall be provided at a minimum of 30" wide for each space, and the top of dining surfaces shall be 28 inches to 34 inches above the ground

Where elevation difference of the accessible route exceeds 1/2 inch, 48-inch-wide ramp (maximum 1:12 slope) will be required. Handrails at each side of the ramp are required when the ramp slope exceeds 1:20 (5%)

## Alcohol Service Space Control

If serving alcohol, additional railing is required along the sidewalk edge of the PODS

Egress of the PODS must meet minimum accessibility requirements

## Furniture

Furniture may not spill over into sidewalk or street

Heaters, umbrellas, and other coverings are subject to approval

Umbrellas must be secured with a minimum base of not less than 60 pounds and the base shall not encroach into any sidewalk

Ensure all portions of an approved umbrella (excluding the support pole) are a minimum of 7 feet above the adjacent sidewalk, measured from the ground to the lowest point of the umbrella canopy

All furniture, including heaters, umbrellas, tables, chairs, planter pots, etc. must be contained within the designated space at all times



### OUTDOOR DINING POLICY - Outdoor Dining Fee Structure

The following outlines the outdoor dining types available to restaurants and bars, general guidelines for use, and the fees associated with each outdoor dining type.

ACTIONS	PODS		CITY PATIO	PRIVATE PATIO	PRIVATE PARKING LOT		SIDEWALK
	Mix & Match	Custom			Mix & Match	Custom	
Application Fee	Roof: \$1,500 No Roof: \$1,000	Standard application fee	\$1,000	\$1,000	Roof: \$1,500 No Roof: \$1,000	Standard application fee	Included in annual space licensing fee
Permit Needed	Yes	Yes	Yes	Yes	Yes	Yes	No
Permit Fee	Standard fee, as applicable	Standard fee, as applicable	Standard fee, as applicable	Standard fee, as applicable	Standard fee, as applicable	Standard fee, as applicable	No
Inspection Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Design Review	Ministerial Checklist	Design Review Commission	Staff Review*	Staff Review*	Staff Review*	Design Review Commission	Ministerial Checklist
Space Licensing Fees	\$48/s.f. Annual	\$48/s.f. Annual	\$12/s.f. Annual	No	One-time Parking In-Lieu fee (in P-R District only)	One-time Parking In-Lieu fee (in P-R District only)	\$200/tbl Annual (maximum of \$1,000)
License Agreement	Yes	Yes	Yes	No	No	No	Yes
Operator Permit**	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	Included in Annual License Rate
Insurance Required***	Yes	Yes	Yes	No	No	No	Yes

\* Depending on complexity, some designs may require additional review by Design Review Commission; at a minimum, staff review will be required.

\*\* Operator Permit applies to new outdoor dining uses where a current Conditional Use Permit or Administrative Use Permit is not currently in place. Operator Permits are one-time payments and renewed annually.

\*\*\* Businesses are required, at their own expense, to obtain and maintain insurance policies as required by the License Agreement. Other insurance or endorsements may be required by the property owner.

# Permitted Outdoor Dining Structure Design Elements Checklist For Mix-and-Match ONLY

## 1. RAILING



WOOD



METAL

### Railing Pattern



(A)

WALNUT LEAF 1



(B)

WALNUT LEAF 2



(C)

HORIZONTAL STRIPE 1



(D)

HORIZONTAL STRIPE 2



(E)

OAK LEAF 1



(F)

OAK LEAF 2

### Railing Color



(A)

WEATHERING STEEL



(B)

FLAME RED



(C)

GOLD



(D)

BLACK



(E)

CHARCOAL



(F)

TANGERINE



(G)

NAVY



(H)

DARK TURQUOISE



(I)

LIGHT TURQUOISE

## 2. PLANTER COLOR



(A)

WEATHERING STEEL



(B)

FLAME RED



(C)

GOLD



(D)

BLACK



(E)

CHARCOAL



(F)

TANGERINE



(G)

NAVY



(H)

DARK TURQUOISE



(I)

LIGHT TURQUOISE

## 3. ROOF



YES

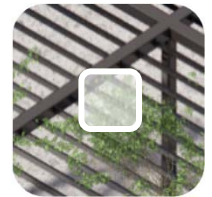


NO

### Roof Type



WITH ROOF CORRUGATED STEEL



WITH ROOF TRELLIS

# WALNUT CREEK PERMITTED OUTDOOR DINING STRUCTURES DESIGN GUIDELINES



Sidell Pakravan  
Architects



# TABLE OF CONTENTS

03 OVERVIEW

05 PODS MIX & MATCH  
DESIGN OPTIONS

13 FAQ

14 ADDENDUM

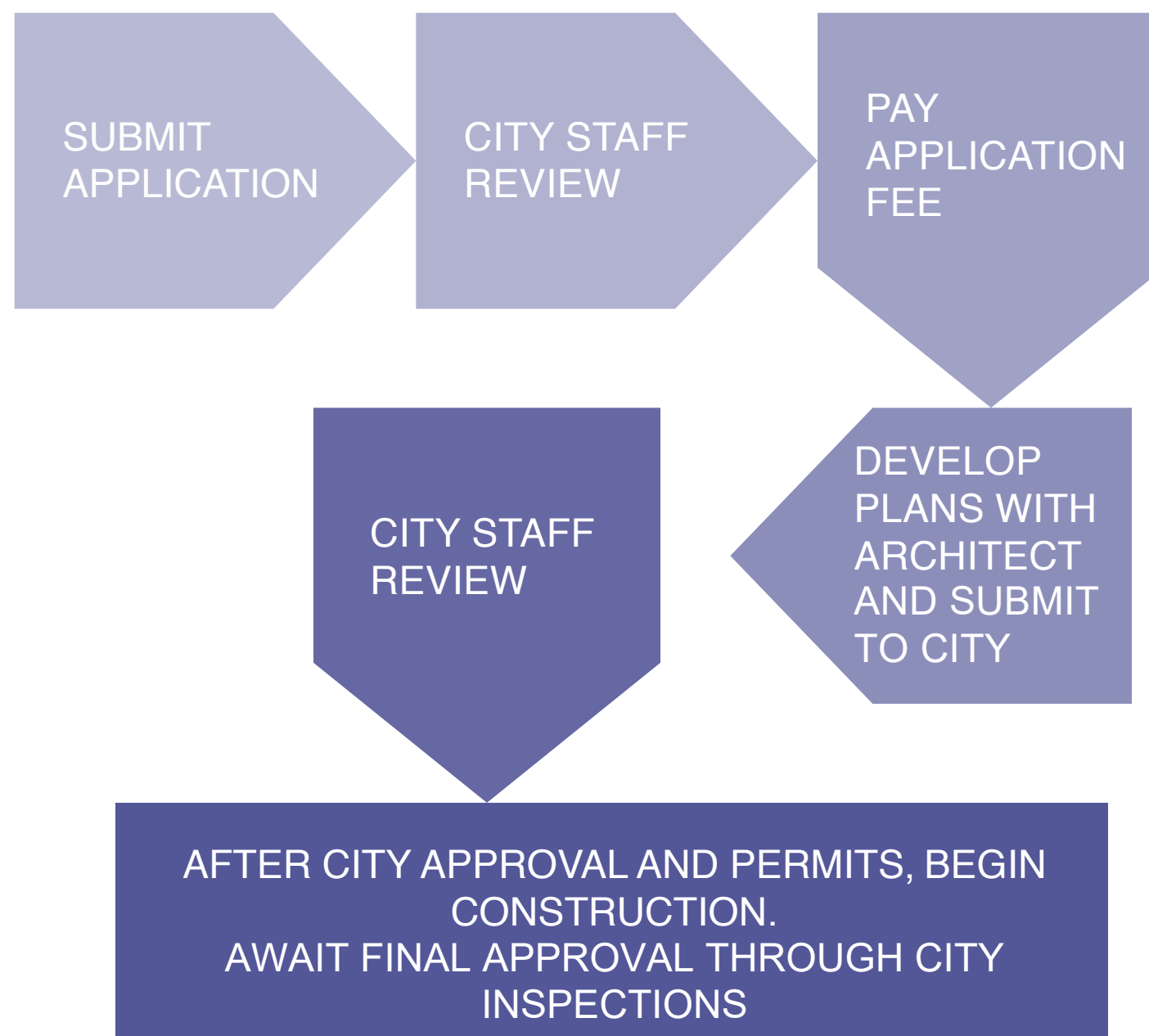


## OVERVIEW

The goal of this design guide is to assist you in making preliminary design decisions as you prepare to apply for the Permitted Outdoor Dining Structures (PODS) program at the City of Walnut Creek.

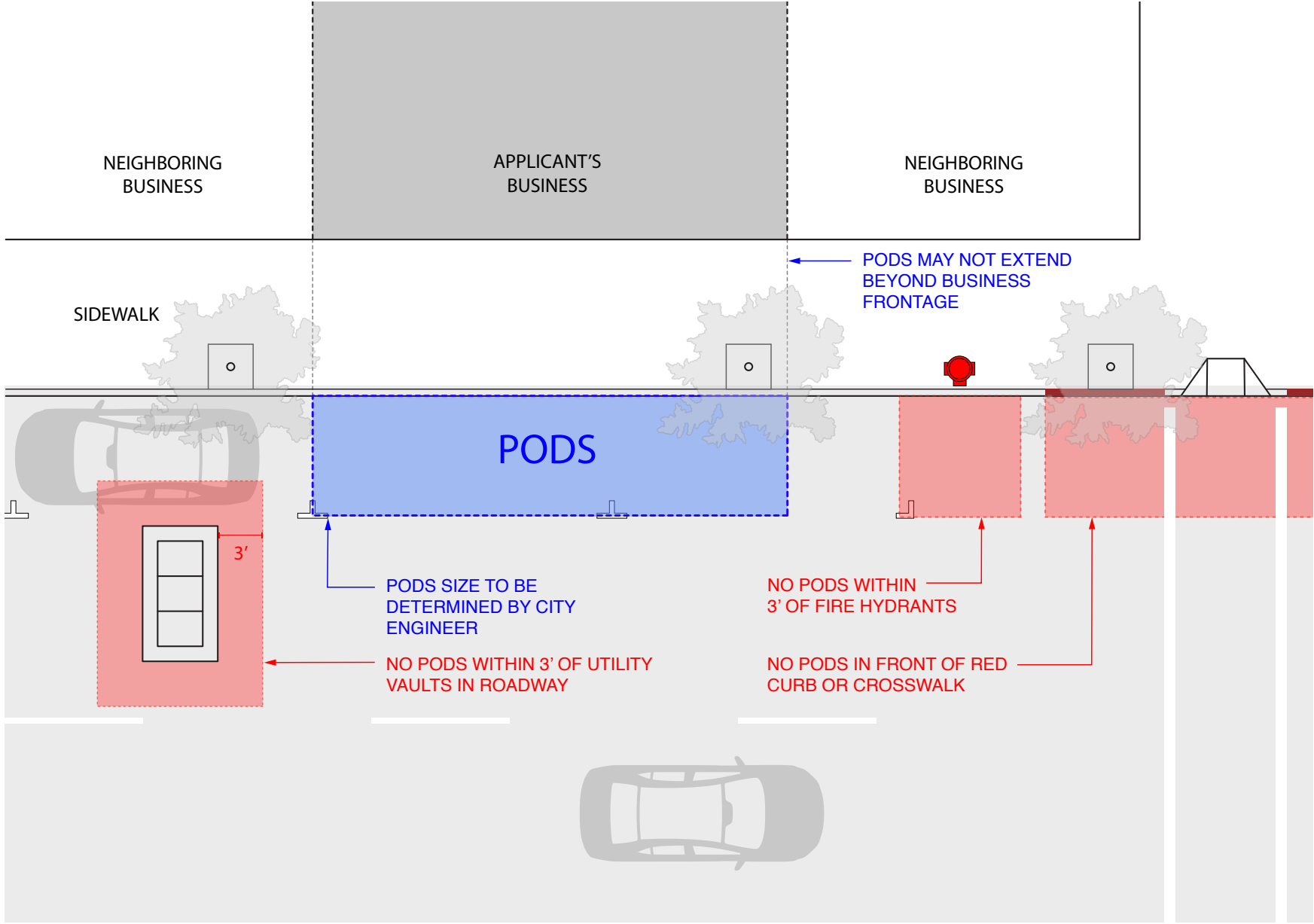
Mix & Match options are provided in this guide to help you create a PODS design suitable to your business' aesthetic. After determining the correct PODS size based on the linear frontage of your business, you can complete the Outdoor Dining Program application to start the official process.

After the signed form has been uploaded, Walnut Creek City Staff will review the application and contact you to perform a site visit. The PODS architect or an architect of your choice will help you customize your PODS and submit drawings for the city to review.



### DETERMINE PODS SIZE

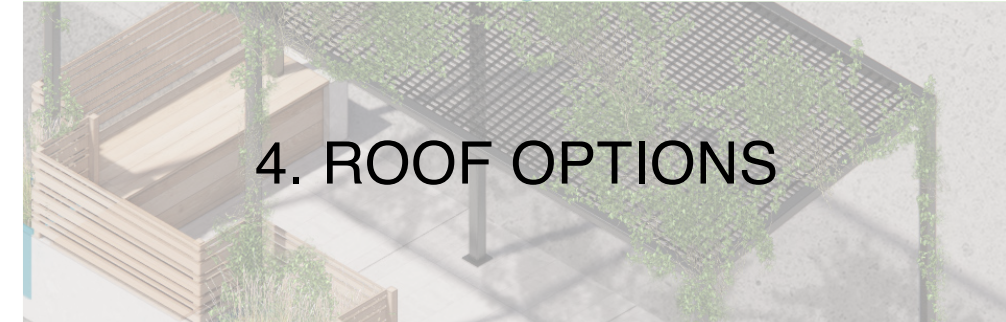
The size of the PODS is determined by the length of the applicant's business frontage and the number of parking spaces available in front of the business. Each PODS may occupy one or more parking spaces in their full depth, but the length of the PODS may not exceed business frontage.



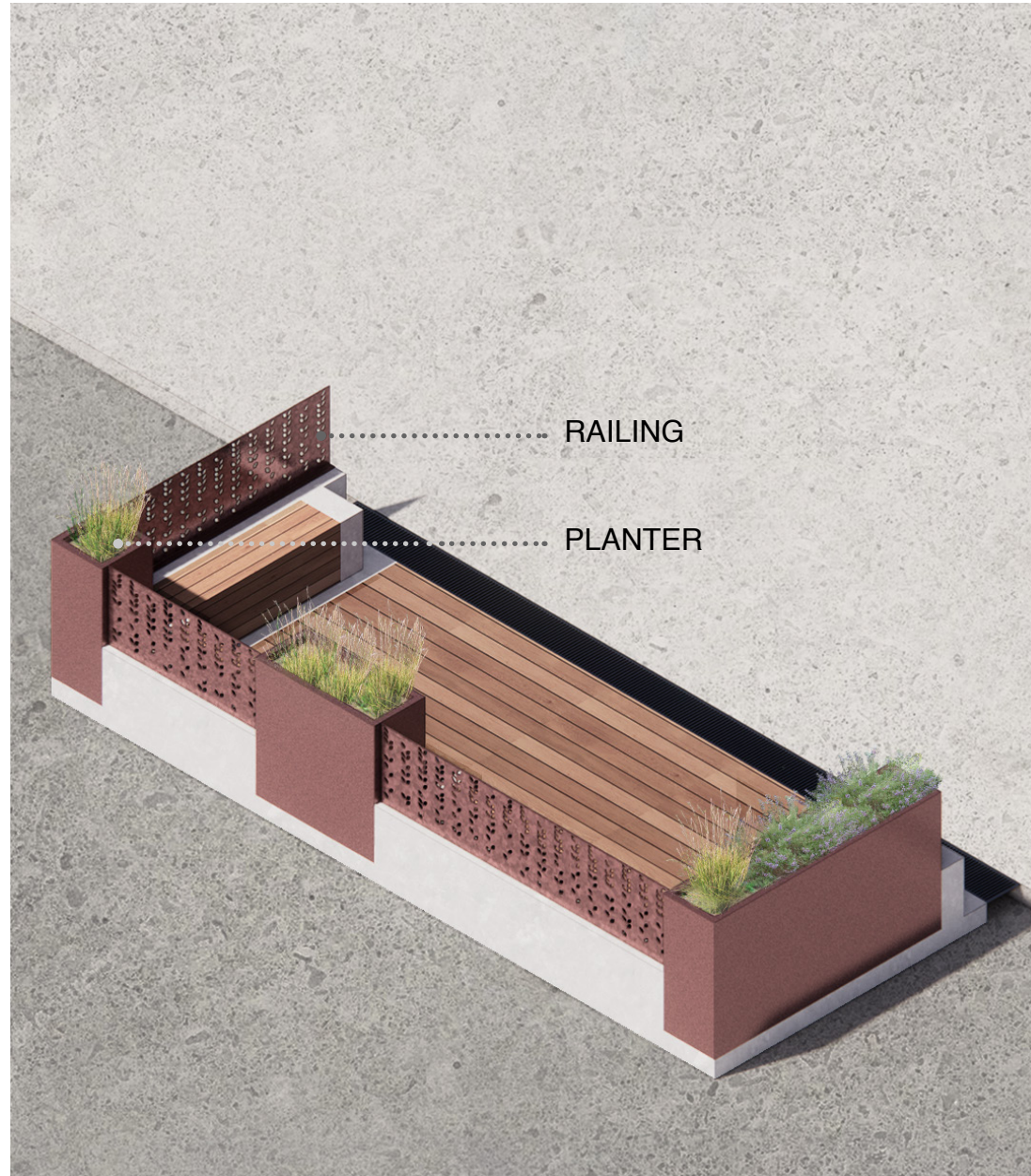


## PODS MIX & MATCH DESIGN OPTIONS

Individual PODS design is determined by selecting design options among four categories— 1) railing material, 2) railing pattern, 3) color, 4) and roof options. While the provided options are pre-selected by the City of Walnut Creek for regulation and uniformity purposes, individual restaurants can configure their PODS through the Mix & Match options, according to their preferences.

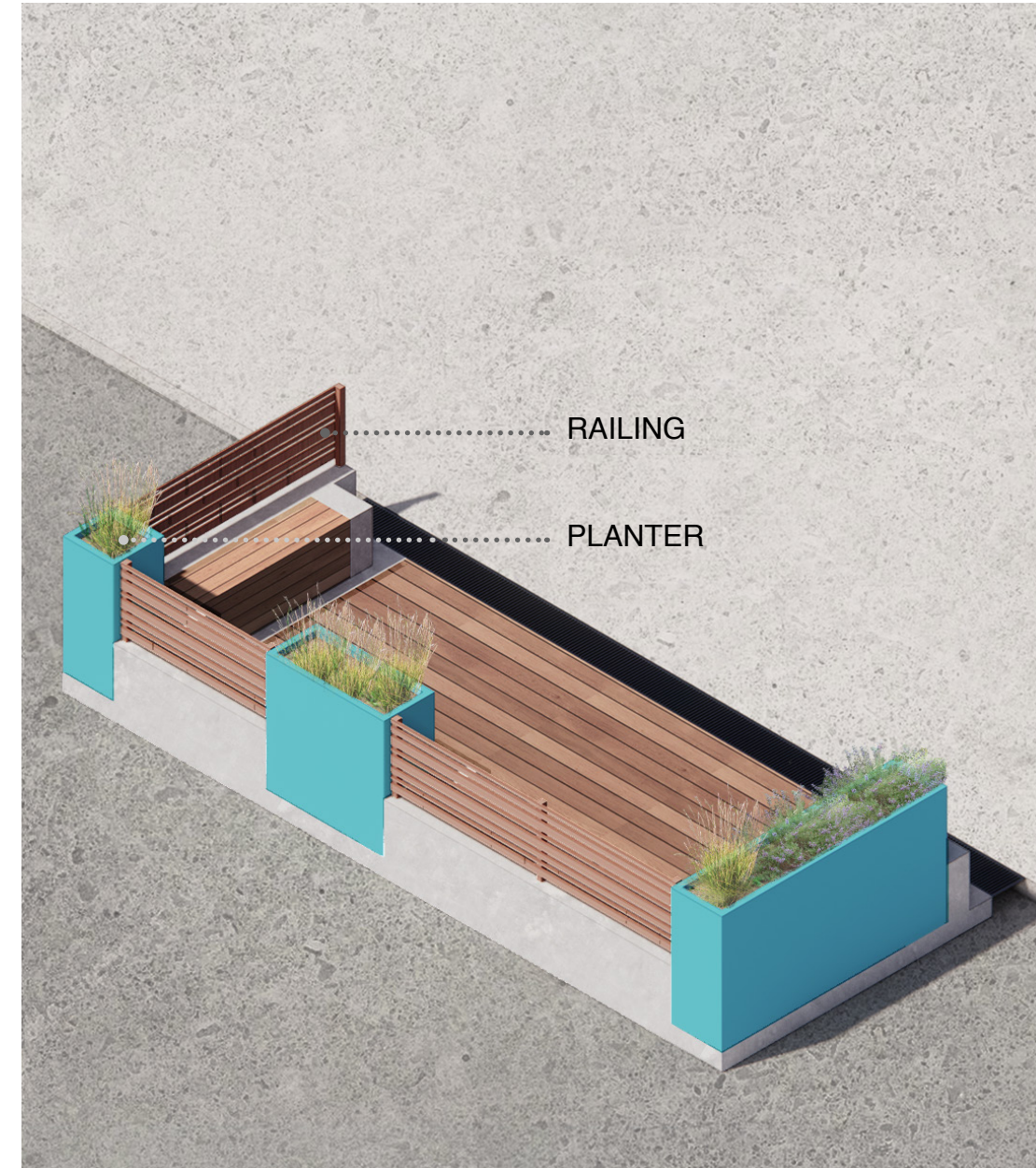


# 1. CHOOSE RAILING MATERIAL



## A. METAL

If you choose metal please see the following pages for color and pattern options.



## B. WOOD

Wood railing has only one pattern option. The wood is to be natural redwood, detail provided in the Addendum attached.

NOTE: RENDERINGS ARE FOR VISUAL REFERENCE ONLY. FINAL DESIGN IS BASED ON PLAN AND SECTION DRAWINGS.

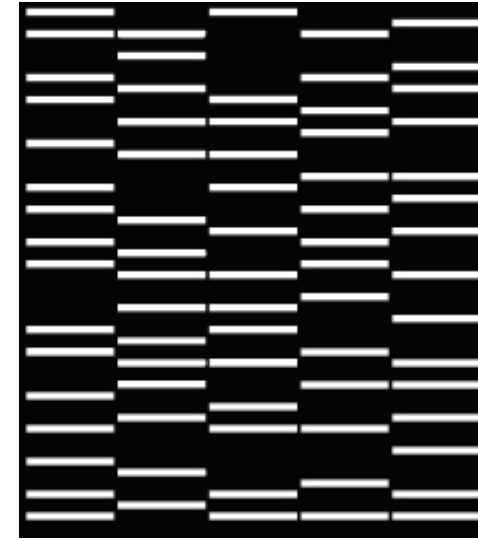
## 2. CHOOSE RAILING PATTERN (METAL)



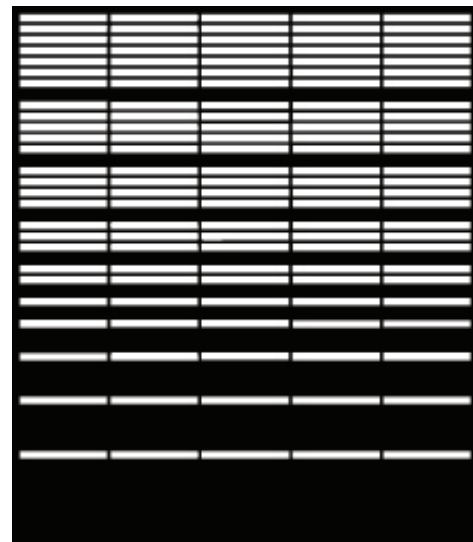
A. WALNUT LEAF 1



B. WALNUT LEAF 2



C. HORIZONTAL STRIPE 1



D. HORIZONTAL STRIPE 2



E. OAK LEAF 1



F. OAK LEAF 2

### 3. CHOOSE COLOR (METAL)



A. WEATHERING  
STEEL



B. FLAME RED



C. GOLD

\*Please note  
that planters can  
only be in metal  
and cannot be in  
wood.



D. BLACK



E. CHARCOAL



F. TANGERINE



G. NAVY

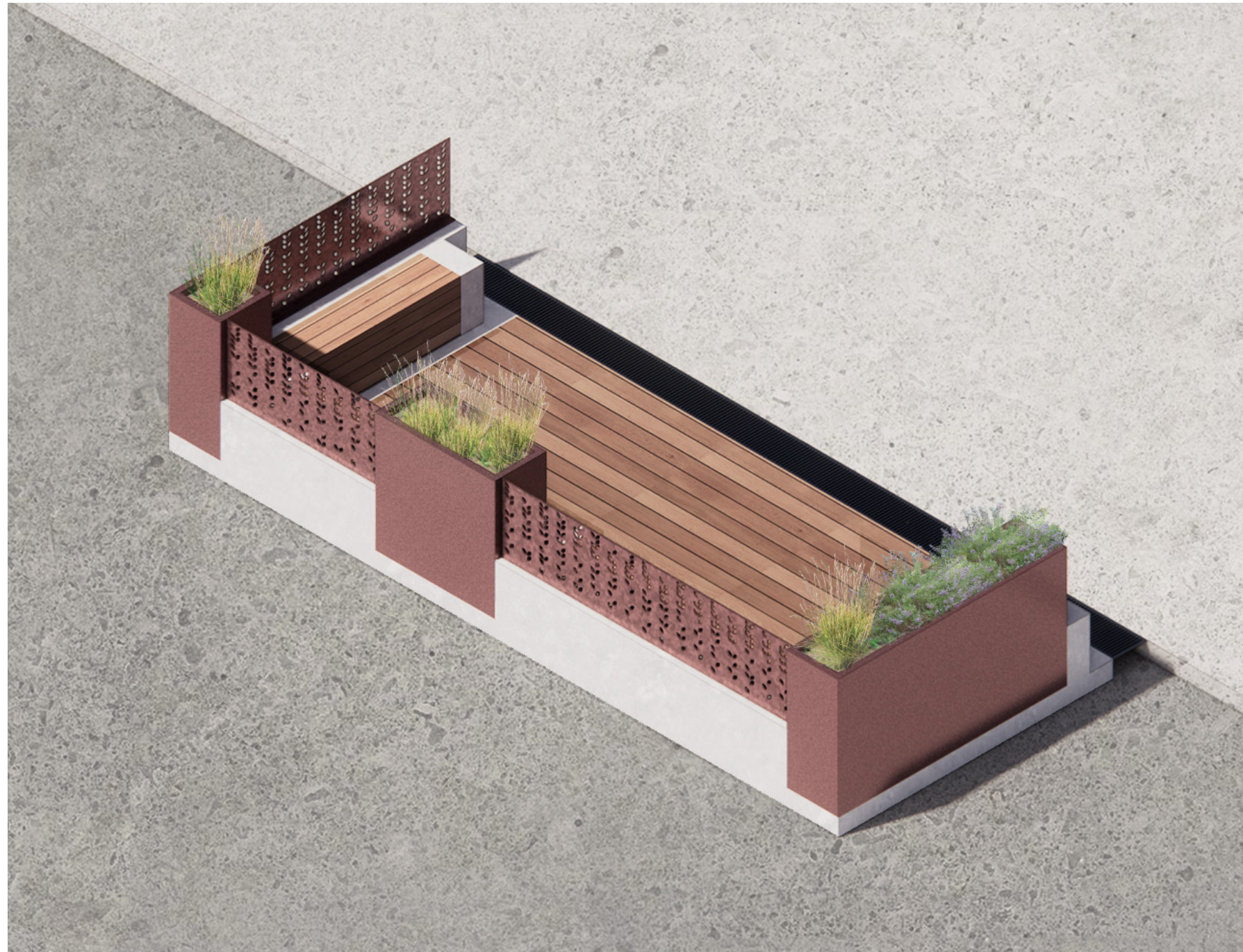


H. DARK  
TURQUOISE

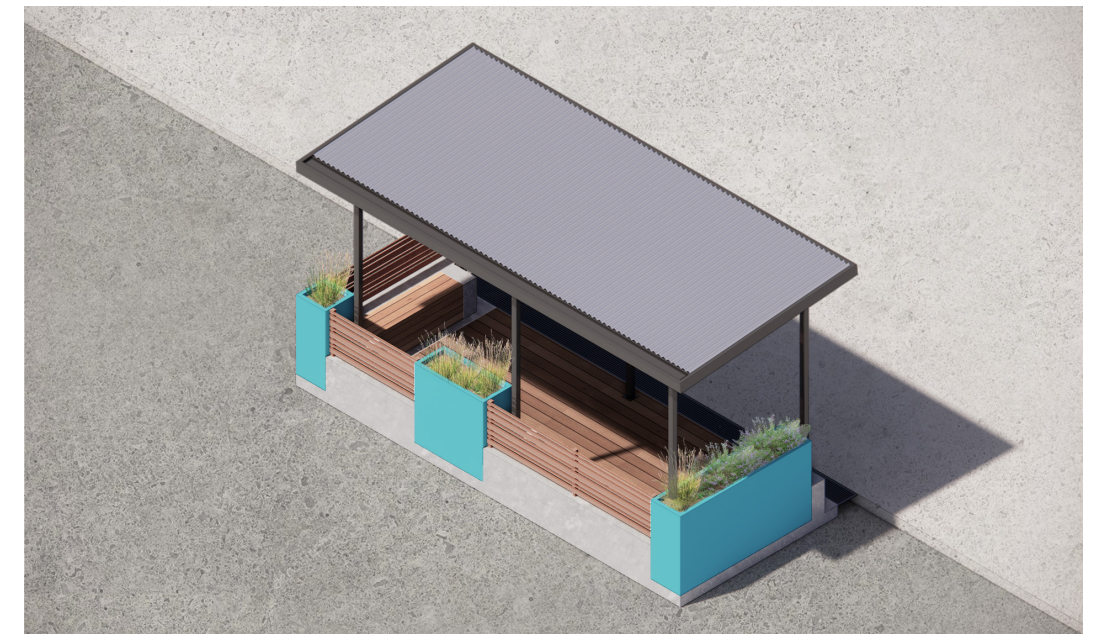


I. LIGHT  
TURQUOISE

# 4. ROOF OPTION



A. WITHOUT ROOF



B1. WITH ROOF—CORRUGATED STEEL

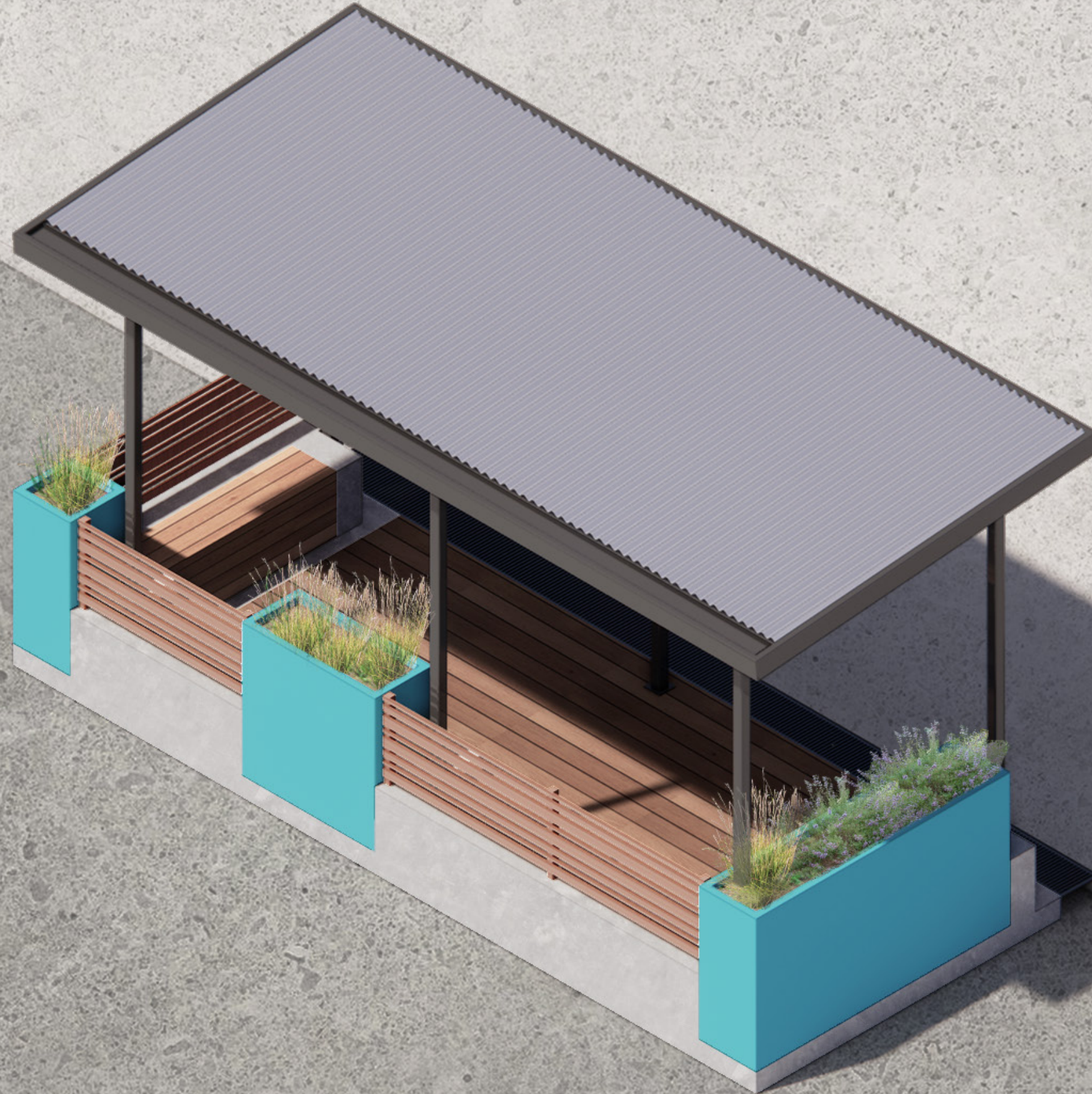


B2. WITH ROOF—TRELLIS

# EXAMPLE 1 – WEATHERING STEEL RAILING AND PLANTER



# EXAMPLE 2—WOOD RAILING WITH LIGHT TURQUOISE PLANTER



# EXAMPLE 3—WOOD RAILING & FLAME RED PLANTER WITHOUT ROOF





## FAQ

**Q** Can I use my own PODS design?

**A** Yes, through the Custom design option. PODS using a custom design will need to submit the standard application with review by City staff and the Design Review Commission. The Mix & Match options are provided as pre-approved and with a streamlined application process.

**Q** Is perimeter bench seating required?

**A** Applicants may use their own furniture and choose how much perimeter bench seating they wish to have in their PODS. However, certain road conditions (e.g., steep road crown) may limit the seating arrangement and require bench seating at the perimeter.

**Q** Can I have a roof on my PODS?

**A** A roof is allowed only if there is no roof on an existing outdoor dining patio. Only one roof is permitted per outdoor dining space.

**Q** Can I use umbrellas in my PODS if I have no roof?

**A** Yes, only non-tilting umbrellas are allowed to maximize visibility along the streetscape and to neighboring businesses.

**Q** Are drapes or blinds allowed in the PODS?

**A** No. Again, to maximize visibility along the streetscape and to neighboring businesses, no drapes, curtains, blinds or any other visual obstruction is allowed.

**Q** Do I need to have planters?

**A** Planters are required for all PODS. PODS must have planters at corners and have a minimum total length per structural engineer's specifications.

**Q** Can I have heaters in the PODS?

**A** PODS may have propane heaters as long as your business provides proper storage of propane tanks. Heaters must be installed per manufacturer guide. Please note that most propane heaters recommend 36" clearance (or other manufacturer's recommendation) on the side and above from any combustible materials. No electric heaters will be allowed for PODS.

**Q** Can I have lighting in my PODS?

**A** Yes, only LED lights drawn from the existing street lights will be allowed. Solar panel may be added as an option.

**Q** Who is responsible for maintenance in the PODS?

**A** The business owner is responsible for maintaining a clean PODS space, free from leaf litter, trash and debris. Additionally the PODS structure must be maintained with plants and the structure kept in good condition.

## GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH THE CONTRACT DOCUMENTS WHICH INCLUDE THE OWNER/CONTRACTOR AGREEMENT AND THE "PERMIT SUBMITTAL DRAWINGS," SPECS, AND SUBSEQUENT CLARIFICATION DOCUMENTS

2. EXAMINATION OF THE SITE AND PORTIONS THEREOF WHICH WILL AFFECT THIS WORK SHALL BE MADE IMMEDIATELY BY THE CONTRACTOR, WHO SHALL COMPARE IT WITH THE DRAWINGS AND SATISFY HIM/HIMSELF TO CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. THE CONTRACTOR SHALL AT SUCH TIME ASCERTAIN AND CHECK LOCATIONS AND CONDITION OF THE EXISTING STRUCTURES AND EQUIPMENT WHICH MAY AFFECT THE WORK. NO ALLOWANCE SHALL BE MADE FOR ANY EXTRA EXPENSE TO WHICH THE CONTRACTOR MAY BE DUE BECAUSE OF FAILURE OR NEGLECT ON THE CONTRACTOR'S PART TO MAKE SUCH INITIAL EXAMINATIONS. CONFLICTS OR OMISSIONS, ETC., SHALL BE REPORTED TO THE OWNER BEFORE PROCEEDING WITH WORK.

3. THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND INSPECTIONS AND COMPLY WITH ALL CODES, LAWS, ORDINANCES, RULES, AND REGULATIONS OF ALL FEDERAL, STATE, OR LOCAL AUTHORITIES GOVERNING THE WORK. THE MOST STRINGENT SHALL APPLY.

4. ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE LATEST EDITION OF THE BUILDING CODES

5. THE CONTRACTOR SHALL COMPLY WITH APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND REGULATIONS PERTAINING TO SAFETY OF PERSONS, PROPERTY, AND ENVIRONMENTAL PROTECTION.

6. ANY ERRORS, OMISSIONS, OR CONFLICTS FOUND IN THE VARIOUS PARTS OF THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND ARCHITECT BEFORE PROCEEDING WITH THE WORK.

7. THE CONTRACTOR SHALL PROVIDE OWNER WITH A COMPLETE COST BREAKDOWN AND SCHEDULE OF CONSTRUCTION FOR THIS PROJECT PRIOR TO COMMENCEMENT OF WORK.

8. THE CONTRACTOR SHALL PROTECT NEW MATERIALS AND FINISHES FROM DAMAGE WHICH MAY OCCUR FROM CONSTRUCTION, DEMOLITION, DUST, WATER, ETC., AND SHALL PROTECT THE PUBLIC AS REQUIRED DURING THE PERIOD OF CONSTRUCTION. DAMAGE TO NEW MATERIALS, FINISHES, STRUCTURES, AND EQUIPMENT SHALL BE REPAIRED OR REPLACED. THE CONTRACTOR SHALL COORDINATE TEMPORARY BARRICADES WITH ARCHITECT AND/OR OWNER PRIOR TO COMMENCEMENT OF WORK.

9. THE USE OF THE WORD "PROVIDE" IN CONNECTION WITH ANY ITEM SPECIFIED IS INTENDED TO MEAN THAT SUCH ITEM SHALL BE FURNISHED, INSTALLED, AND CONNECTED WHERE SO REQUIRED, EXCEPT AS NOTED.

10. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DRAWINGS. DO NOT SCALE THE DRAWINGS.

11. DETAILED DRAWINGS AND LARGE SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS.

12. THE CONTRACTOR SHALL REVIEW ALL DOCUMENTS AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS. THE CONTRACTOR SHALL CONFIRM THAT ALL WORK IS BUILDABLE AS SHOWN. ANY CONFLICTS, DISCREPANCIES, OR OMISSIONS, ETC., SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT FOR CLARIFICATIONS PRIOR TO ANY WORK.

13. ALL DIMENSIONS ON DRAWINGS ARE FACE OF FINISH TO FINISH UNLESS OTHERWISE NOTED TO BE THE CENTER LINE OF MULLION, PARTITION, OR COLUMN, ETC.

14. SEALANT, CAULKING, AND FLASHING, ETC., LOCATIONS SHOWN ON DRAWINGS ARE NOT INTENDED TO BE INCLUSIVE. FOLLOW MANUFACTURER'S INSTALLATION RECOMMENDATIONS AND STANDARD INDUSTRY AND BUILDING PRACTICES.

15. DETAILS SHOWN ARE TYPICAL. SIMILAR DETAILS APPLY IN SIMILAR CONDITIONS.

## ABBREVIATIONS

ADJ.	ADJUSTABLE
A.F.F.	ABOVE FINISHED FLOOR
ALT.	ALTERNATE
APPROX.	APPROXIMATE
ARCH.	ARCHITECTURAL
BLDG.	BUILDING
BLDG. STD.	BUILDING STANDARD
B.O.	BOTTOM OF
BTM.	BOTTOM
BTWN.	BETWEEN
CLG.	CEILING
CLG. HT.	CEILING HEIGHT
CLR.	CLEAR
COL.	COLUMN
CONC.	CONCRETE
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
DET.	DETAIL
DIA.	DIAMETER
DIAG.	DIAGONAL
DIM.	DIMENSION
DWG.	DRAWING
(E)	EXISTING
EA.	EACH
ELEV.	ELEVATION
ELEC.	ELECTRICAL
ENGR.	ENGINEER
EQ.	EQUAL
EXT.	EXTERIOR
FIN.	FINISH
FLR.	FLOOR
F.O.	FIELD OPENING
F.V.	FIELD VERIFY
GA.	GAUGE
HDW.	HARDWARE
HORIZ.	HORIZONTAL
HR.	HOUR
HT.	HEIGHT
INT.	INTERIOR
J.B.	JUNCTION BOX
MATL.	MATERIAL
MAX.	MAXIMUM
MFG.	MANUFACTURING
MFR.	MANUFACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MTD.	MOUNTED
MTL.	METAL
(N)	NEW
N.I.C.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
O.A.	OVERALL
O.C.	ON CENTER
OPNG.	OPENING
OPP.	OPPOSITE
PART.	PARTITION
PLYWD.	PLYWOOD
POL.	POLISHED
PTD.	PAINTED
R.	RADIUS
RD.	ROUND
RECT.	RECTANGULAR
REF.	REFERENCE
REINF.	REINFORCED
RELOC.	RELOCATE OR RELOCATED
REQ.	REQUIRED
REV.	REVISION
R.O.	ROUGH OPENING
SECT.	SECTION
SIM.	SIMILAR
SPECS.	SPECIFICATIONS
S.S.	STAINLESS STEEL
S.S.D.	SEE STRUCTURAL DRAWINGS
STD.	STANDARD
STL.	STEEL
STRUCT.	STRUCTURAL
SUSP.	SUSPENDED
T.&G.	TONGUE & GROOVE
T.O.	TOP OF
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
WD.	WOOD
W.P.	WATERPROOF

## APPLICABLE BUILDING CODES

2022 CALIFORNIA ELECTRICAL CODE  
 2022 CALIFORNIA MECHANICAL CODE  
 2022 CALIFORNIA PLUMBING CODE  
 2022 CALIFORNIA BUILDING CODE  
 2022 CALIFORNIA EXISTING BUILDING CODE  
 2022 CALIFORNIA FIRE CODE  
 2022 CALIFORNIA GREEN BUILDING CODE  
 2022 CALIFORNIA ENERGY CODE

CITY OF WALNUT CREEK MUNICIPAL CODE

## SYMBOLS

	<b>BUILDING / WALL SECTION</b>
	VIEW DIRECTION
	DRAWING NUMBER
	SHEET NUMBER
	<b>PLAN DETAIL</b>
	DRAWING NUMBER
	SHEET NUMBER
	AREA OF DETAIL
	<b>SECTION DETAIL</b>
	DRAWING NUMBER
	SHEET NUMBER
	LINE SHOWS AREA OF CUT, VIEW DIRECTION
	<b>INTERIOR ELEVATIONS</b>
	DRAWING NUMBER
	SHEET NUMBER
	<b>CONTROL POINT</b>
	HIEGHT
	LEVEL NAME
	<b>REVISION CLOUDS</b>
	AREA OF REVISION
	REVISION MARKER
	<b>MISC TAGS</b>
	WALL FINISH TYPE
	FLOOR FINISH TYPE
	WINDOW TAG
	DOOR TAG
	FIXTURE & FINISH TAG
	WALL TYPE TAG

## DRAWING INDEX

### ARCHITECTURAL

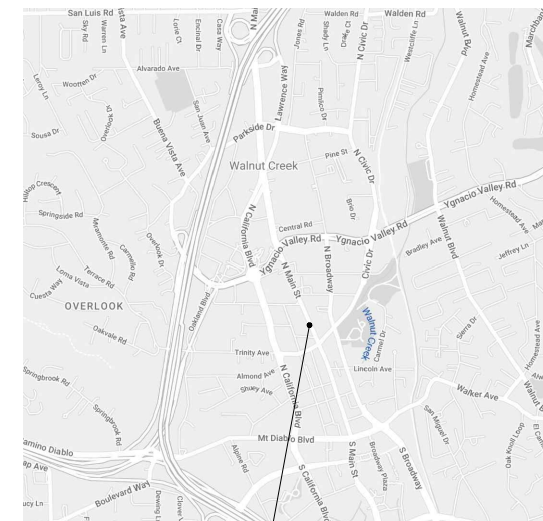
A0.1	COVER SHEET AND PROJECT INFORMATION
A1.0	SITE PLAN
A1.1	FLOOR PLAN
A2.0	ELEVATIONS
A3.0	SECTION
A4.0	DETAILS
A4.1	DETAIL

### STRUCTURAL

S1.01	STRUCTURAL ABBREVIATIONS & GENERAL NOTES
S1.02	STRUCTURAL GENERAL NOTES
S1.03	STRUCTURAL GENERAL NOTES
S2.01	STRUCTURAL PLANS
S3.01	STRUCTURAL SECTION
S4.01	TYPICAL CONCRETE DETAILS
S4.02	STRUCTURAL DETAILS
S4.03	STRUCTURAL DETAILS

NOT FOR CONSTRUCTION

## VICINITY MAP



TBD STREET ADDRESS

N.T.S.



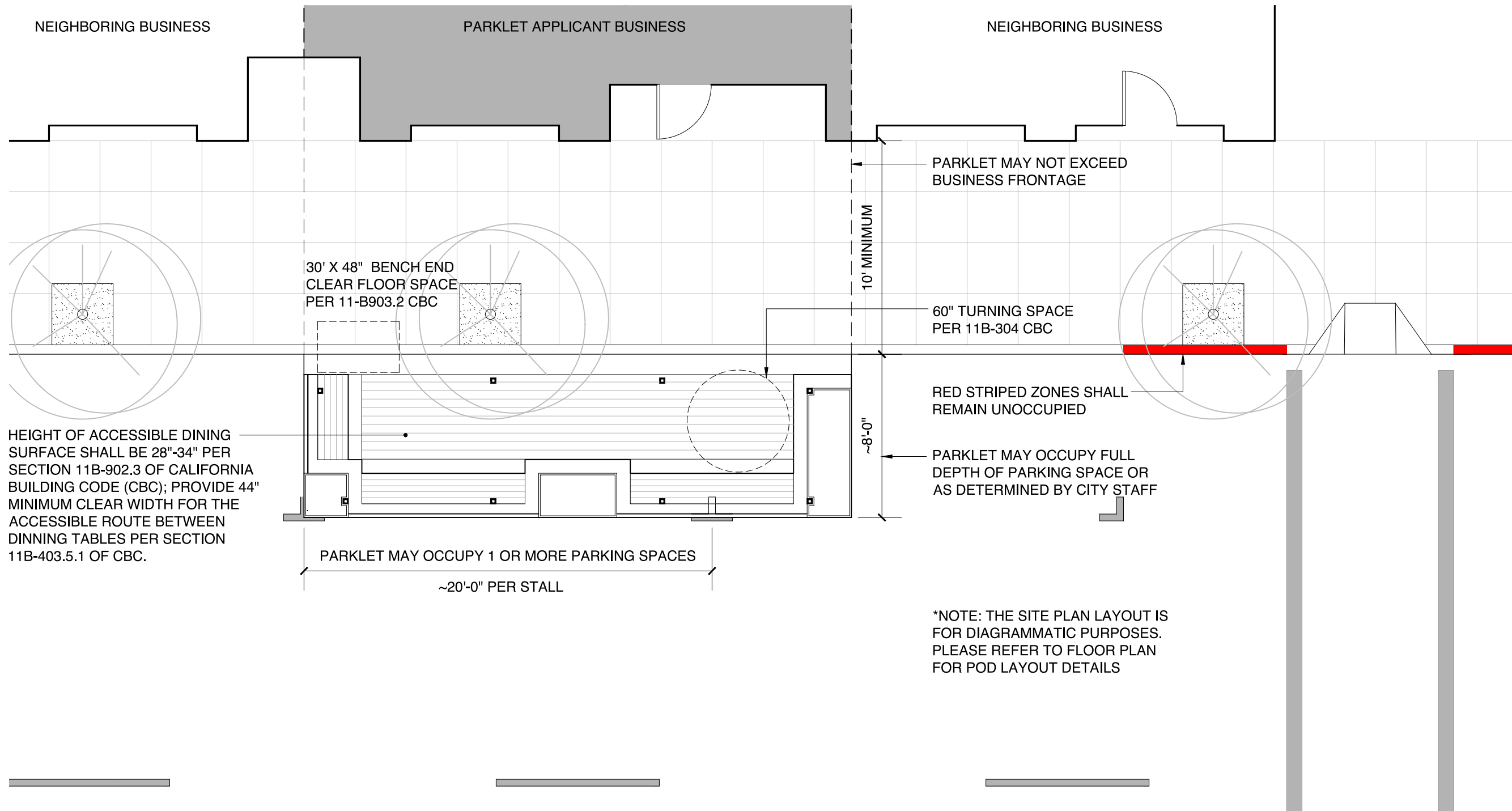
DATE  
06.08.2023

**PODS**  
(PERMITTED OUTDOOR  
DINING STRUCTURES)

CITY OF WALNUT CREEK

SHEET TITLE  
**COVER SHEET +  
PROJECT INFO**

**A0.1**  
SHEET NO.



HEIGHT OF ACCESSIBLE DINING SURFACE SHALL BE 28"-34" PER SECTION 11B-902.3 OF CALIFORNIA BUILDING CODE (CBC); PROVIDE 44" MINIMUM CLEAR WIDTH FOR THE ACCESSIBLE ROUTE BETWEEN DINNING TABLES PER SECTION 11B-403.5.1 OF CBC.

30' X 48" BENCH END CLEAR FLOOR SPACE PER 11-B903.2 CBC

PARKLET MAY OCCUPY 1 OR MORE PARKING SPACES  
~20'-0" PER STALL

10' MINIMUM

PARKLET MAY NOT EXCEED BUSINESS FRONTAGE

60" TURNING SPACE PER 11B-304 CBC

RED STRIPED ZONES SHALL REMAIN UNOCCUPIED

PARKLET MAY OCCUPY FULL DEPTH OF PARKING SPACE OR AS DETERMINED BY CITY STAFF

~8'-0"

\*NOTE: THE SITE PLAN LAYOUT IS FOR DIAGRAMMATIC PURPOSES. PLEASE REFER TO FLOOR PLAN FOR POD LAYOUT DETAILS

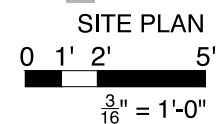
NOT FOR CONSTRUCTION

DATE  
06.08.2023

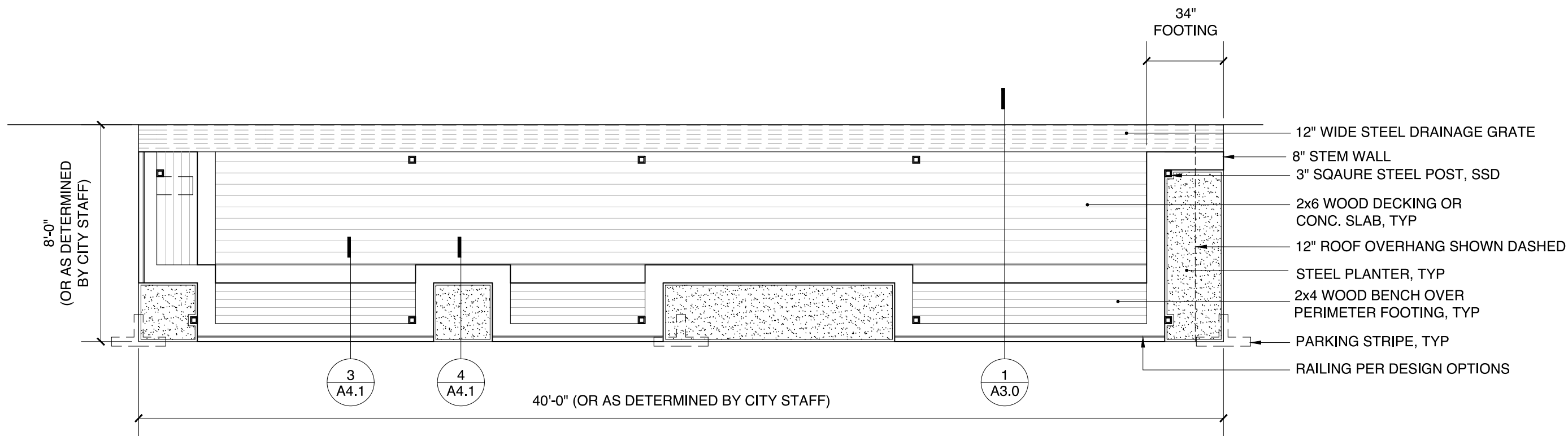
**PODS**  
(PERMITTED OUTDOOR DINING STRUCTURES)

CITY OF WALNUT CREEK

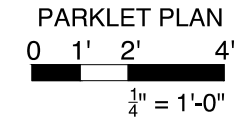
SHEET TITLE  
SAMPLE SITE PLAN



**A1.0**  
SHEET NO.



- 12" WIDE STEEL DRAINAGE GRATE
- 8" STEM WALL
- 3" SQAURE STEEL POST, SSD
- 2x6 WOOD DECKING OR CONC. SLAB, TYP
- 12" ROOF OVERHANG SHOWN DASHED
- STEEL PLANTER, TYP
- 2x4 WOOD BENCH OVER PERIMETER FOOTING, TYP
- PARKING STRIPE, TYP
- RAILING PER DESIGN OPTIONS



NOT FOR CONSTRUCTION

DATE  
06.08.2023

**PODS**  
(PERMITTED OUTDOOR  
DINING STRUCTURES)

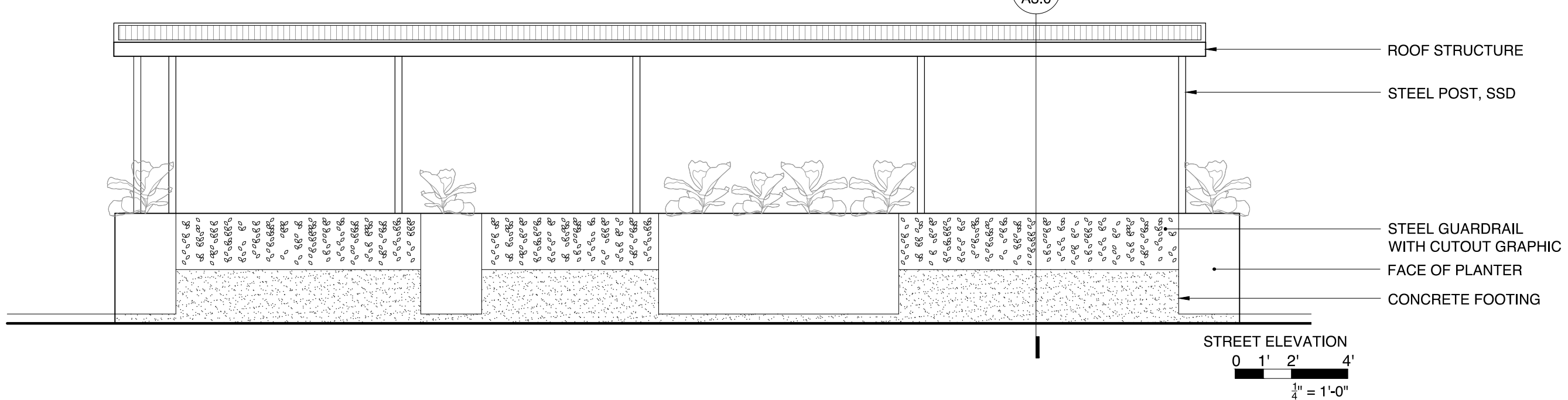
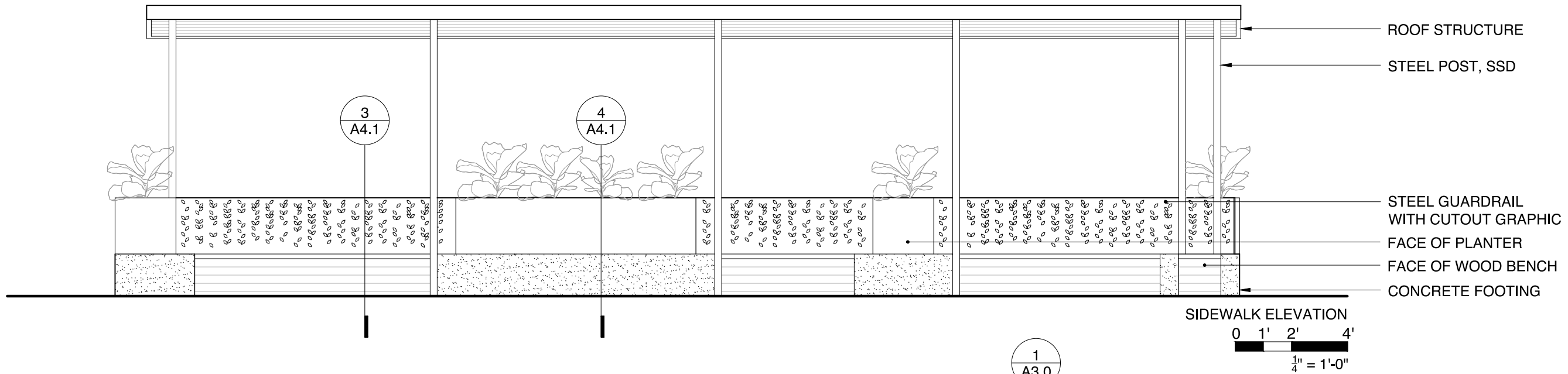
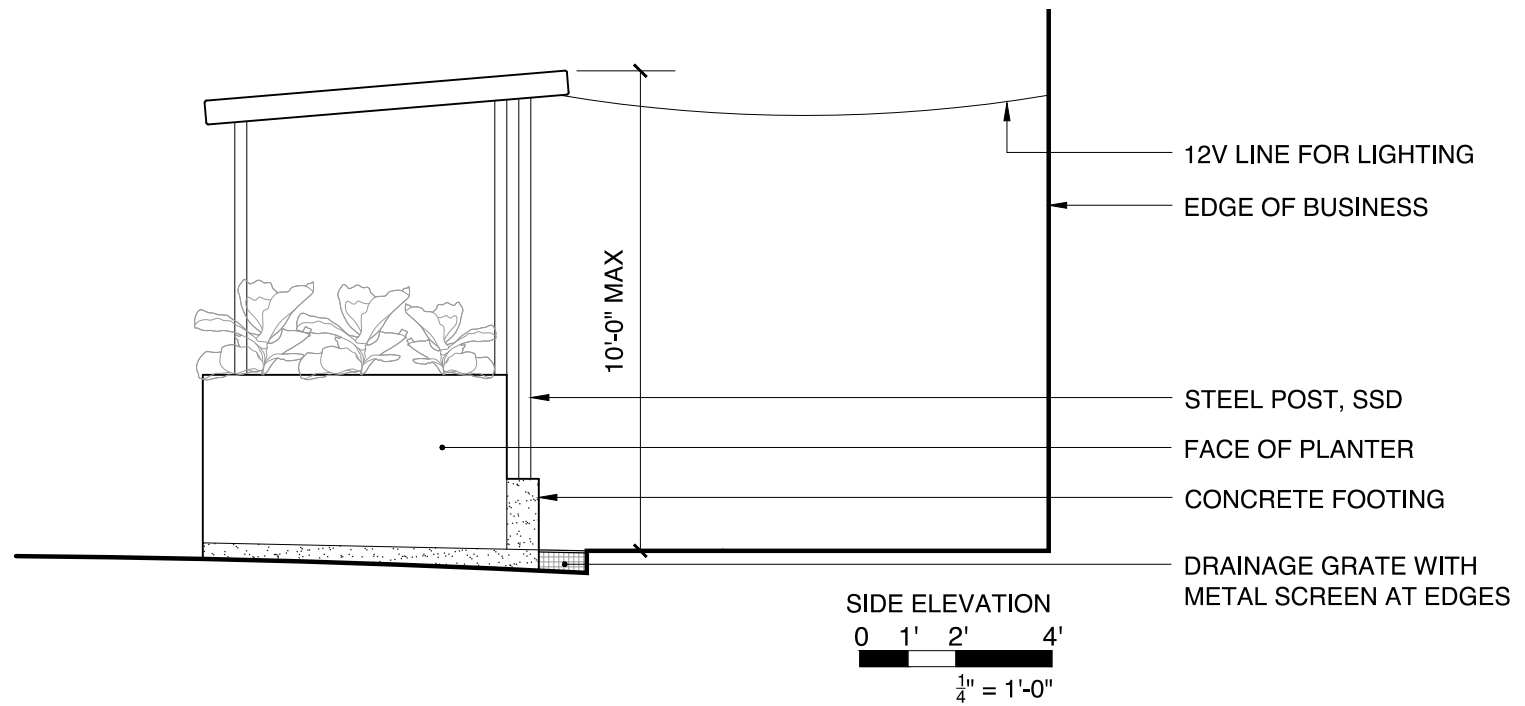
CITY OF WALNUT CREEK

SHEET TITLE  
**SAMPLE FLOOR  
PLAN**

**A1.1**  
SHEET NO.

ELEVATION NOTES

1. CURTAINS AND SHADE DEVICES ARE PROHIBITED



NOT FOR CONSTRUCTION

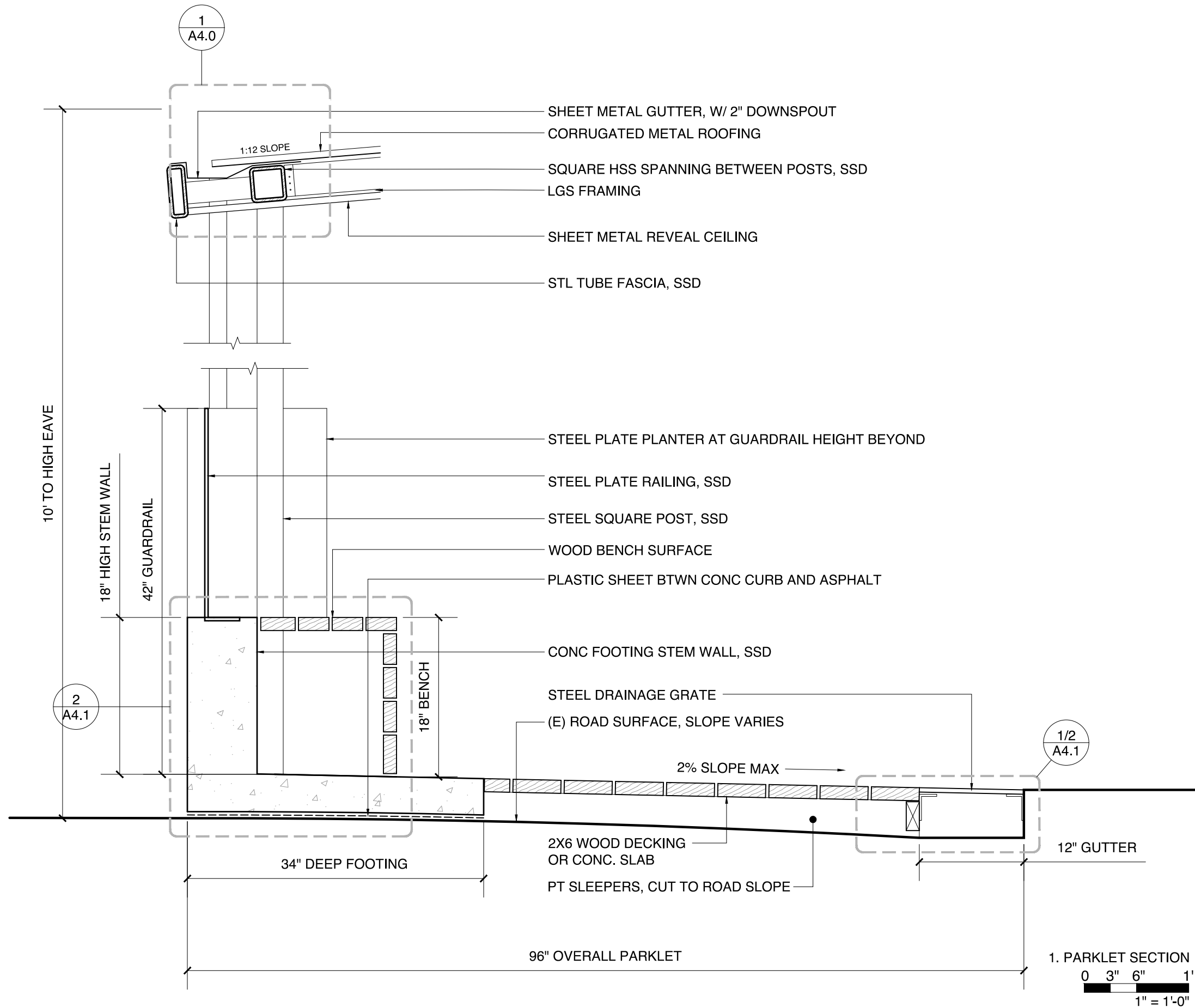
DATE  
06.08.2023

**PODS**  
(PERMITTED OUTDOOR  
DINING STRUCTURES)

CITY OF WALNUT CREEK

SHEET TITLE  
ELEVATIONS

**A2.0**  
SHEET NO.



- SHEET METAL GUTTER, W/ 2" DOWNSPOUT
- CORRUGATED METAL ROOFING
- SQUARE HSS SPANNING BETWEEN POSTS, SSD
- LGS FRAMING
- SHEET METAL REVEAL CEILING
- STL TUBE FASCIA, SSD

- STEEL PLATE PLANTER AT GUARDRAIL HEIGHT BEYOND
- STEEL PLATE RAILING, SSD
- STEEL SQUARE POST, SSD
- WOOD BENCH SURFACE
- PLASTIC SHEET BTWN CONC CURB AND ASPHALT

- CONC FOOTING STEM WALL, SSD
- STEEL DRAINAGE GRATE
- (E) ROAD SURFACE, SLOPE VARIES

- 2X6 WOOD DECKING OR CONC. SLAB
- PT SLEEPERS, CUT TO ROAD SLOPE

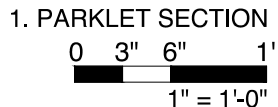
NOT FOR CONSTRUCTION

DATE  
06.08.2023

**PODS**  
(PERMITTED OUTDOOR  
DINING STRUCTURES)

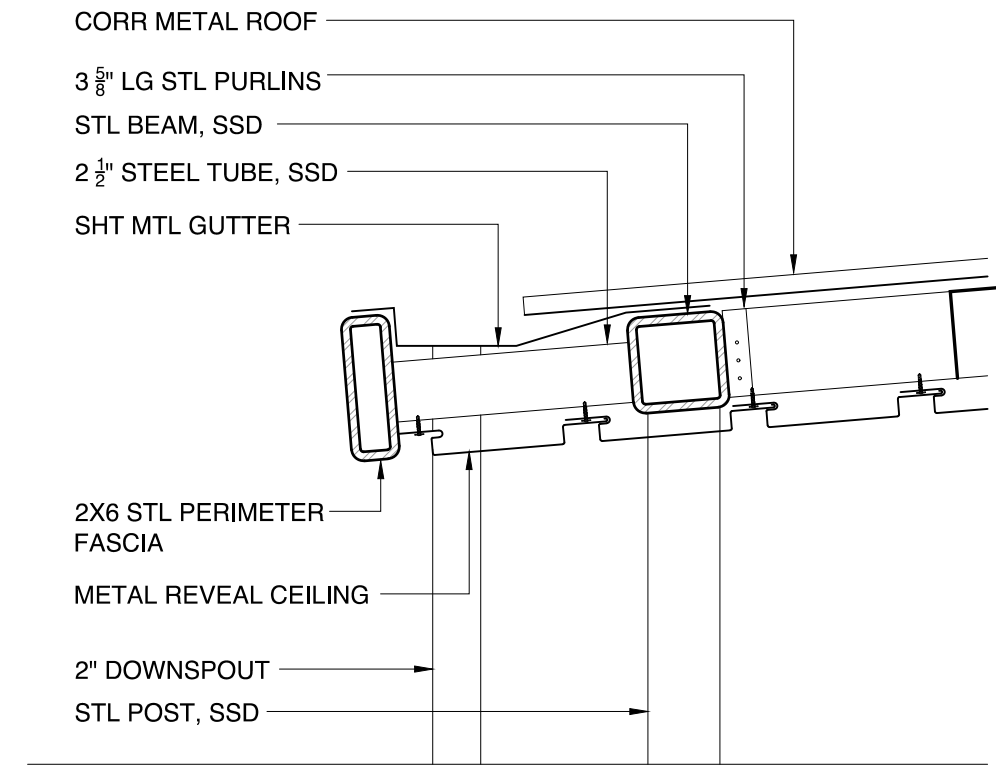
CITY OF WALNUT CREEK

SHEET TITLE  
"L" FOOTING  
SECTION



**A3.0**  
SHEET NO.

NOT FOR CONSTRUCTION



1 ROOF EDGE - TYPICAL  
SECTION VIEW 0 2 4 8

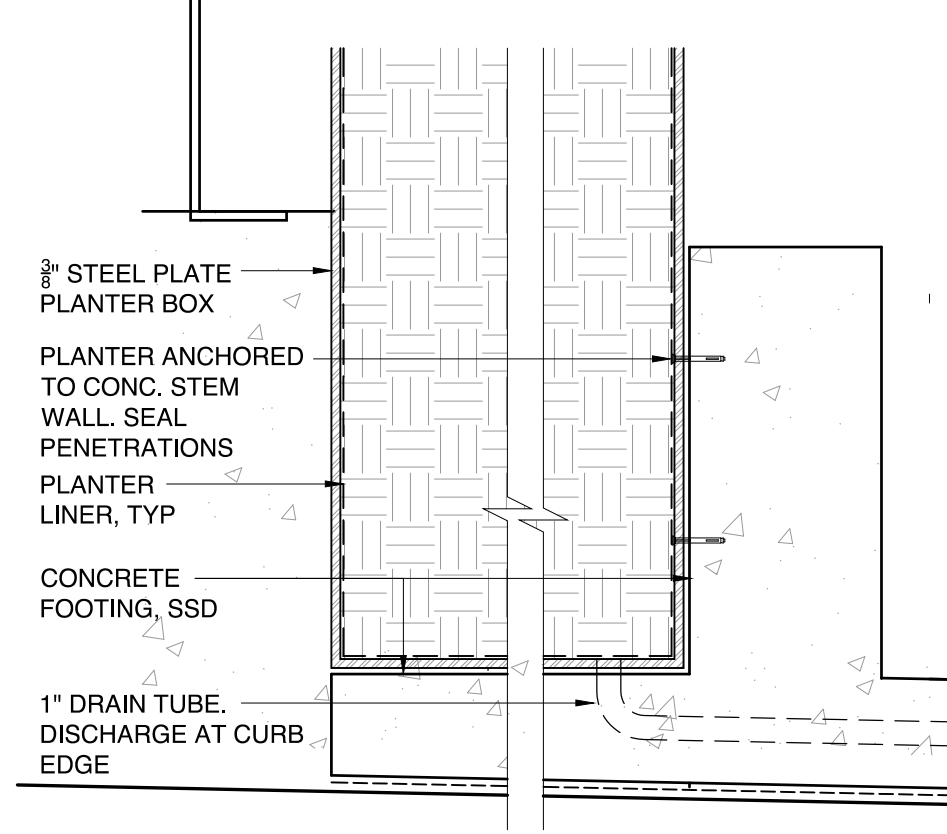
DATE  
06.08.2023

**PODS**  
(PERMITTED OUTDOOR  
DINING STRUCTURES)

CITY OF WALNUT CREEK

SHEET TITLE  
DETAILS

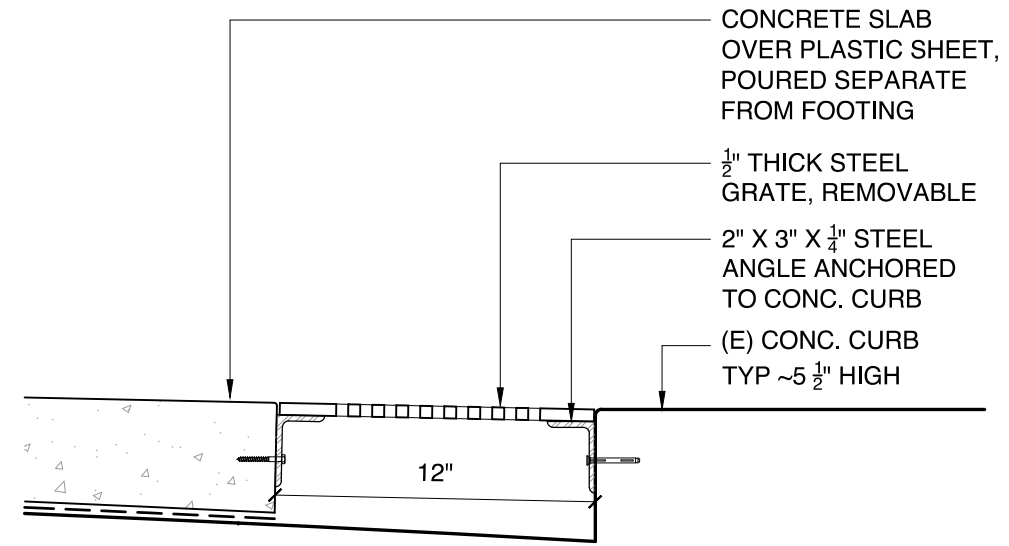
**A4.0**  
SHEET NO.



4

PLANTER DETAIL

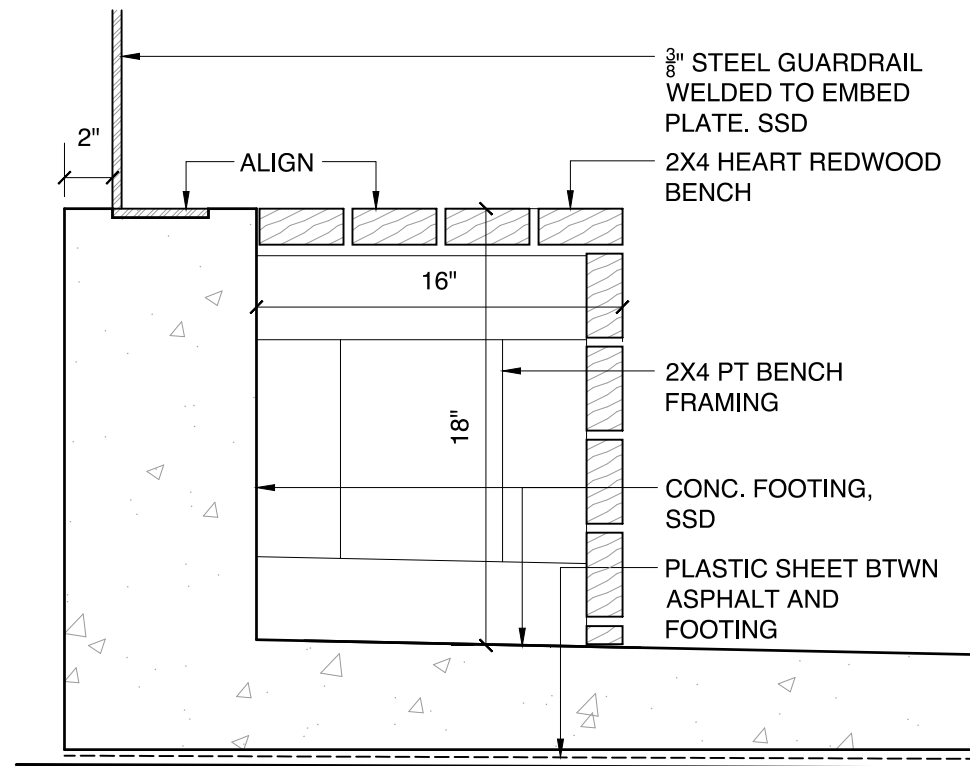
SECTION VIEW 0 2 4 8



2

GUTTER AND CONC FLOOR EDGE

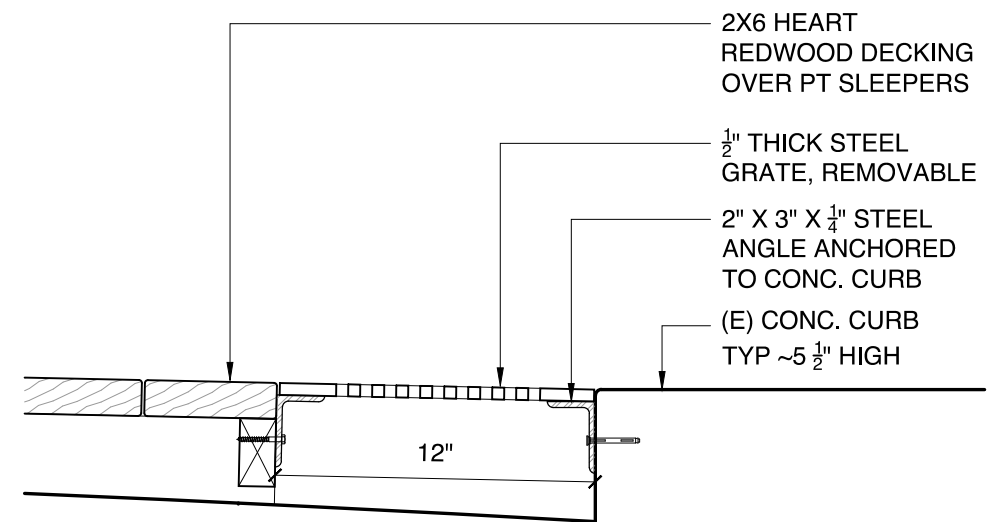
SECTION VIEW 0 2 4 8



3

BENCH DETAIL

SECTION VIEW 0 2 4 8



1

GUTTER AND FLOOR EDGE

SECTION VIEW 0 2 4 8

NOT FOR CONSTRUCTION

DATE  
06.08.2023

PODS  
(PERMITTED OUTDOOR  
DINING STRUCTURES)

CITY OF WALNUT CREEK

SHEET TITLE  
DETAILS

A4.1  
SHEET NO.



**STRUCTURAL ABBREVIATIONS**

B.O.	BOTTOM OF	REQ'D	REQUIRED
BOT.	BOTTOM	S.A.D.	SEE ARCHITECTURAL DWGS
CONC.	CONCRETE	STD	STANDARD
CONN.	CONNECTION	T.O.C.	TOP OF CONCRETE
CONT.	CONTINUOUS	T.O.S.	TOP OF STEEL
CTSK.	COUNTERSINK(SUNK)	TYP.	TYPICAL
DWGS.	DRAWINGS	U.O.N.	UNLESS OTHERWISE NOTED
EA.	EACH	V.I.F.	VERIFY IN FIELD
E.O.R.	ENGINEER OF RECORD	W/	WITH
E.S.	EACH SIDE	&	AND
E.W.	EACH WAY	@	AT
H.D.E.	HOT-DIP GALVANIZED	CL	CENTER LINE
H.S.	HEADED STUDS	Ø	DIAMETER OR ROUND
HSS	HOLLOW STRUCTURAL SECTION	PL	PLATE, PROPERTY LINE
GA.	GAUGE	#	POUND OR NUMBER
MAX.	MAXIMUM (AT MOST)	±	TOLERANCE
MIN.	MINIMUM (AT LEAST)		
O.C.	ON CENTER		

OTHER ABBREVIATIONS (PRODUCT ABBREVIATIONS):

FOR CONCRETE ANCHOR ABBREVIATIONS, SEE SIMPSON STRONG-TIE ANCHOR SYSTEMS CATALOG (available at www.strongtie.com).

STRUCTURAL DRAWING SHEET INDEX	
S1.01	STRUCTURAL ABBREVIATIONS & GENERAL NOTES
S1.02	STRUCTURAL GENERAL NOTES
S1.03	STRUCTURAL GENERAL NOTES
S2.01	STRUCTURAL PLANS
S3.01	STRUCTURAL SECTION
S4.01	TYPICAL CONCRETE DETAILS
S4.02	STRUCTURAL DETAILS
S4.03	STRUCTURAL DETAILS

**Statement of Special Inspections**

As required by 2019 CBC Sections 1704 and 1705

**Building Seismic Design Category = D**

**Required Verifications and Inspections**

Note: Where "See Reference Document" is listed, the referenced code or standard defines a one-time activity, or one whose frequency is defined in some other manner.

Required Verification and Inspection of Shop Fabrication Per CBC Section 1704.2.5		
Verification and Inspection	Continuous	Periodic
1. Fabrication and implementation procedures:		
a. Fabrication and quality control procedures providing a basis for inspection control of workmanship and conformance to approved construction documents and referenced standards.		X

Required Verification and Inspection of Steel Construction Per CBC Section 1705.2		
Structural Steel	Continuous	Periodic
1. Fabricator and erector documents per AISC Section N3.	See Reference Document	
2. Material verification of structural steel for identification markings to conform to AISC 360 or applicable ASTM standards.		X
3. Inspection of Welding (AISC 360 Chapter N)		
a. Inspection Tasks Prior to Welding per AISC 360 Table N5.4-1.	See Reference Document	
b. Inspection Tasks During Welding per AISC 360 Table N5.4-2.	See Reference Document	
c. Inspection Tasks After Welding per AISC 360 Table N5.4-3.	See Reference Document	
d. CJP Groove Welds NDT per AISC 360 Section N.5.5b.	See Reference Document	

Required Verification and Inspection of Concrete Construction Per CBC Section 1705.3		
Verification and Inspection	Continuous	Periodic
1. Inspection of reinforcing steel and verify placement.		X
2. Inspection of anchors cast in concrete.		X
3. Inspection of anchors post-installed in hardened concrete members.		
a. Adhesive anchors installed horizontally or upwardly inclined orientations to resist sustained tension loads.	X	
b. Mechanical anchors and adhesive anchors not defined in 4.a.		X
4. Verification of use of required design mix.		X
5. Prior to concrete placement, fabrication of specimens for strength tests, performance of slump and air content tests, and determination of the temperature of the concrete.	X	
6. Verification of maintenance of specified curing temperature and techniques.		X
7. Verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.		X
8. Inspection of formwork for shape, location, and dimensions of the concrete member being formed.		X

Special Inspection Requirements for Wind and Seismic Resistance Per CBC Sections 1705.11 and 1705.12		
Verification and Inspection	Continuous	Periodic
1. All Wind and Seismic Primary Lateral Load Resisting Elements in all structural materials, including all elements noted SLRS or SFRS in structural drawings, notes or specifications		X
2. Structural Steel in the seismic force-resisting systems of buildings and structures assigned to Seismic Design Category B, C, D, E, or F shall be performed in accordance with the quality assurance requirements of AISC 341.		

NOT FOR CONSTRUCTION

DATE  
03.14.2023

**PODS**  
(PERMANENT OUTDOOR  
DINING STRUCTURES)

CITY OF WALNUT CREEK

SHEET TITLE  
**STRUCTURAL  
ABBREVIATIONS &  
GENERAL NOTES**

**S1.01**  
SHEET NO.

STRUCTURAL NOTES

DIVISION 01: GENERAL CONDITIONS

SECTION A: GENERAL REQUIREMENTS

- These notes apply to all drawings and govern unless otherwise noted. All work shall conform to the 2022 California Building Code, as modified by state and local jurisdiction.
- These structural drawings are copyrighted instruments of service of Tipping Structural Engineers (TSE), for sole use for this project. TSE CAD files may only be used as backgrounds for shop drawings after TSE receives a signed waiver from each party using the files, addressing the limitations and proper use of these CAD files.
- Verify all existing conditions and proposed dimensions at the job site. Compare structural drawings with architectural drawings before commencing work. Notify Architect of any discrepancies and do not proceed with affected work until they are resolved. Do not scale drawings.
- Unless otherwise shown or noted, install, test, and inspect manufactured structural products in accordance with manufacturer's recommendations and applicable evaluation service reports.
- The Contractor and Special Inspector shall contact the Structural Engineer regarding any questions of interpretation of these specifications and drawings.
- Submittal Protocol:
  - Shop drawings, design-build calculations, and product data shall be submitted to, and reviewed by, General Contractor, Architect, and Engineer before fabrication. All submittals shall have a clear 3.5-inch by 7-inch space reserved for shop drawing stamps by General Contractor, Architect and Engineer. If submitted sheets do not have sufficient room, a cover sheet with a table of contents and sufficient space for stamps may be submitted.
  - Submit shop drawings well in advance of fabrication; allow at least three weeks for engineering review, and additional time for review and forwarding by Architect and General Contractor, and for revisions and re-submittal, if required.
  - Shop drawings and welding procedure submittals shall be dated, and each update shall be identified with a unique revision number. All items on the shop drawings that vary from the Structural Drawings, alter structural details, or extrapolate from similar details, shall be circled by a cloud with the note "Engineer Verify."
  - Once reviewed, shop drawings and product data shall not be changed, nor shall construction operations be deviated from, unless resubmitted and reviewed again. Review of shop drawings that contain deviations from Contract Documents shall not constitute acceptance of such deviations, unless specifically authorized by the Architect.
  - Submittal review is of a general nature only, and responsibility for conformance with drawing intent shall remain with the Contractor. Review does not imply or state that Contractor has correctly interpreted the Contract Documents.
  - Satisfactory review of shop drawings and product data must be obtained prior to fabrication or delivery of material to the site. The following items shall be submitted:
    - Structural steel & connections shop drawings.
    - Written Weld Procedure Specifications (WPS) and manufacturer's electrode data sheets (submit to testing lab for approval, copy to Structural Engineer).
    - Rebar shop drawings.
  - Safety Measures:
    - At all times, Contractor shall be solely and completely responsible for job site conditions including safety of people and property, and for all necessary independent engineering reviews of these conditions.
  - Any openings, holes, cuts or discontinuities not shown on the structural drawings and extending into or through structural elements require Engineer's prior approval and may require special structural detailing. Existing concrete slab reinforcing outside of areas specifically called for demolition may not be cut without Engineer's prior approval.

SECTION B: STRUCTURAL TESTING, INSPECTION, AND OBSERVATION

- Provide tests and inspections for all items as required by the California Building Code and all applicable local ordinances.
- The Owner shall retain an independent testing agency to perform all required testing and inspections.
- The Contractor is responsible for coordinating with Owner's Testing Agency and Special Inspector to schedule all required tests and inspections.
- The following specific items shall be inspected and/or tested by the testing lab:
  - Placement of reinforcing steel (long enough prior to pour to make any required corrections.)
  - Placement of concrete.
  - Concrete compressive strength.
  - Bolts and embedded items installed into concrete.
  - All structural welding. All complete penetration welds shall be non-destructively tested by ultrasonic or radiographic methods unless otherwise noted in drawings.
  - Headed shear stud placement and welding.
- Structural Observation: In addition to inspection by Special Inspector, Structural Engineer will review construction for general conformance with Structural Drawings. Contractor shall notify Structural Engineer at least five working days prior to concealing any structural items. Structural Engineer will then determine if a site visit is appropriate. Notification shall include the following items:
  - Reinforcement, and embedded items, prior to concrete placement.

SECTION C: STRUCTURAL DESIGN BASIS

- Construct in conformance with the 2022 California Building Code and all applicable local ordinances.
- Design vertical loads
 

	DL (psf)	LL (psf)
Flat Roof:	5	20
- Design lateral loads are based on the following criteria:
  - Occupancy Category: II
  - Wind
    - Basic Wind Speed: 92 mph (3-second gust)
    - Exposure Category: B
    - Importance Factor, Iw: 1.00
  - Seismic
    - Importance Factor, I: 1.00
    - S-s: 1.97 g (0.2 sec site specific response)
    - S-1: 0.64g (1.0 sec site specific response)
    - Site Soil Class: D (Default)
    - S-ds: 1.58 g (0.2 sec site specific response)
    - S-d1: 0.73 g (1.0 sec site specific response)
    - SDC: D (Seismic Design Category)
    - T: 0.18 (Approximate Fundamental Period)
    - C-s: 0.45 g (Seismic Response Coefficient)
    - R: 3.5 (Response Modification Factor)
    - Design Base Shear: 2.43 kips
    - Analysis Procedure: Equivalent Lateral Force Analysis

DIVISION 03: CONCRETE

SECTION 03 20 00: REINFORCING STEEL

- All reinforcing steel bars shall conform with the Standard Specifications for Deformed Billet-steel for Concrete Reinforcement, ASTM A615, Grade 60, unless otherwise noted.

- Suitable metal or plastic devices of some standard manufacture shall be used to hold reinforcement in its true horizontal and vertical positions. These devices shall be sufficiently rigid and numerous to prevent displacement of the reinforcement during placement of concrete. All such devices shall have prior approval from the Architect.
- Embedded items must be securely held in place and alignment prior to and during concrete placement.
- Concrete Cover: Unless otherwise shown on the drawings, maintain coverage to face of reinforcing bars as follows:
 

Location	Clear Cover
Slabs, walls	1-1/2 in.

Notes:

  - Tolerances per ACI 117, except that clear cover may not be reduced in fire-rated members or assemblies.
- The uppermost and lowermost horizontal reinforcement for concrete walls shall be placed within one half of the specified spacing at the top and bottom of the wall and at all construction joints.
- Aluminum embedments (including aluminum conduit) in direct contact with concrete are not allowed.
- Pipes and conduits: Shall be at least 1 inch clear of adjacent reinforcing.

SECTION 03 30 00: CAST-IN-PLACE CONCRETE

- Submit proposed concrete mix design conforming to the following:
  - Portland cement to conform to ASTM C150 and C595, and shall be Type II. Type I cement may be used in areas not in contact with earth.
  - Conform to Portland cement and Supplementary Cementitious Material (SCM) limits in Concrete Mix Schedule below.
  - Aggregate shall be free of alkali-silica reactivity per ASTM C33 Appendix X1.
  - Water-to-cementitious material (W/CM) ratio not to exceed 0.45.
  - Acid-soluble chloride content shall not exceed 0.2 percent of cement weight. Chloride-free admixtures and plasticizers for workability may be used if approved by the testing laboratory and Structural Engineer.
- Reinforce all concrete. Concrete construction tolerances shall comply with ACI 117. Install all inserts, anchors, and reinforcing bars and securely tie prior to placing concrete.
- Concrete Mix Schedule:
 

Location	f'c (psi)	Age (days)	Aggr. Type	Aggregate Max. Size (inches)	SCM*	
					Max. Portland (lb/cy)	Range (%)
All Concrete	4,000	56	Normal	3/4-1.5	200	50-70

\* SCM = Supplementary Cementitious Material content, measured as percentage of total cementitious material by weight.
- Supplementary Cementitious Materials (SCM):
  - Ground granulated blast furnace slag (GGBFS) to conform to ASTM C989. GGBFS to be the primary SCM, i.e., at least half of SCM content by weight.
  - Fly ash to conform to ASTM C618 Class F. Fly ash content to be not less than 15 percent nor more than 30 percent of total cementitious material weight.
- Construction joints to be roughened to expose 1/4 inch of clean aggregate solidly embedded in mortar matrix, and include shear keys and dowels as required by Structural Engineer.
- Construction tolerances shall conform to ACI 117, unless Architect specifies more stringent requirements. See Architect for concrete finishes, form appearance, flatness and levelness criteria. If such criteria are not specified, Contractor shall submit proposed criteria to Architect for approval before commencing work.

NOT FOR CONSTRUCTION

DATE  
03.14.2023

PODS  
(PERMANENT OUTDOOR  
DINING STRUCTURES)

CITY OF WALNUT CREEK

SHEET TITLE  
STRUCTURAL  
GENERAL  
NOTES

S1.02  
SHEET NO.

## SECTION 05 12 00: STRUCTURAL STEEL AND MISCELLANEOUS IRON

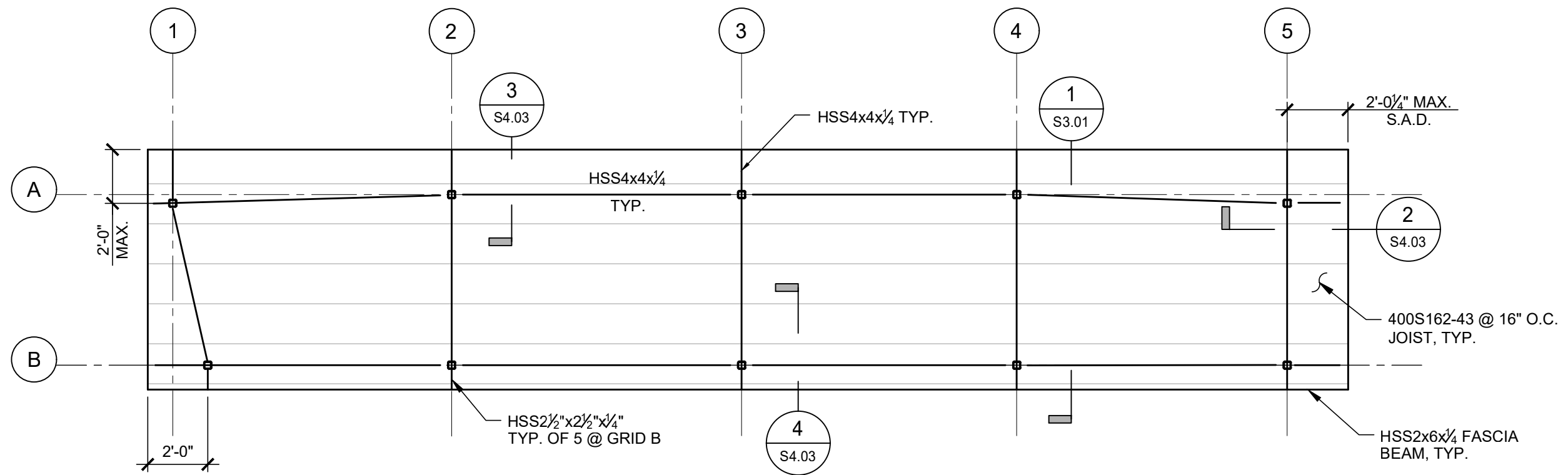
1. Round HSS shall conform to ASTM A500 Grade B (Fy = 42 ksi); ASTM A847 (Fy = 50 ksi) may be substituted.
2. Square or rectangular HSS shall conform to ASTM A500 Grade B (Fy = 46 ksi); ASTM A847 (Fy = 50 ksi) may be substituted.
3. Structural steel plates and bars: ASTM A36 (Fy = 36 ksi); ASTM A572 Grade 50 may be substituted.
4. Headed shear studs shall conform to AWS D1.1, and shall be carbon steel conforming to ASTM A108 grades 1010 through 1020 unless otherwise noted. Stud bases shall be full-fusion arc welded.
5. Any steel exposed to weather shall be hot-dip galvanized per ASTM A123 (steel fasteners per ASTM A153 or B695, Class 55), or weatherproofed by an approved equal.
6. All work shall be performed in accordance with:
  1. AISC 360, "Specification for Structural Steel Buildings" and
  2. AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," modified as follows:
    1. No provision of AISC 303 shall be effective to change the duties and responsibilities of the Owner, Contractor, Architect and Structural Engineer from those set forth in these Contract Documents.
    2. Reference to AISC 303 is made only to technical issues and excludes all issues related to schedule, Owner's responsibilities, approvals and commercial terms.
    3. Where discrepancies exist between the requirements of the Contract Documents and AISC 303, the requirements of the Contract Documents shall govern and the corresponding provision of AISC 303 shall be assumed as being deleted.
    4. Contrary to AISC 303 Section 4.1, issuance of structural design drawings for bid does not constitute a release for construction. Prior to proceeding with mill orders, shop drawings or fabrication, Contractor shall confirm with Owner, Architect and Structural Engineer which portions of the work have been released for construction.
7. Welding shall conform with the latest edition of the AWS D1.1 specifications and shall be done by certified welders. All electrodes shall be E70XX (70 ksi) unless otherwise noted on the drawings. Electrodes and fluxes shall be kept clean and dry per AWS D1.1 and the following additional requirements. FCAW (wire) electrodes shall be consumed within two weeks of opening their original packaging. Rusted electrodes shall be discarded. SMAW (stick) electrodes shall be low hydrogen type, shall have moisture-resistant coatings, and shall be used within 8 hours of opening their hermetically-sealed containers, or shall be redried per AWS D1.1, Section 4.5.2. SAW flux shall be kept clean and dry per AWS D1.1, Section 4.8.3. SAW flux open to air for more than two days shall be re-dried for at least two hours at between 500 and 900 degrees Fahrenheit. Wet flux shall be discarded.
8. All welding shall be performed in strict adherence to a written welding procedure specification (WPS) per AWS D1.1, Section 6.5.2. For each type of weld, a WPS shall be submitted to the testing laboratory for approval on AWS Form E-1 (see Appendix E of AWS D1.1). Supporting Procedure Qualification Records (PQR) shall be submitted for welds not pre-qualified by AWS D1.1. The WPS shall list both the AWS and Manufacturer's electrode designation. The Manufacturer's Electrode Data Sheets shall be submitted along with the WPS, and all welding parameters shall be within the electrode Manufacturer's Recommendations. Copies of the WPS shall be on site and available to all Welders and the Special Inspector.

NOT FOR CONSTRUCTION

DATE  
03.14.2023PODS  
(PERMANENT OUTDOOR  
DINING STRUCTURES)

CITY OF WALNUT CREEK

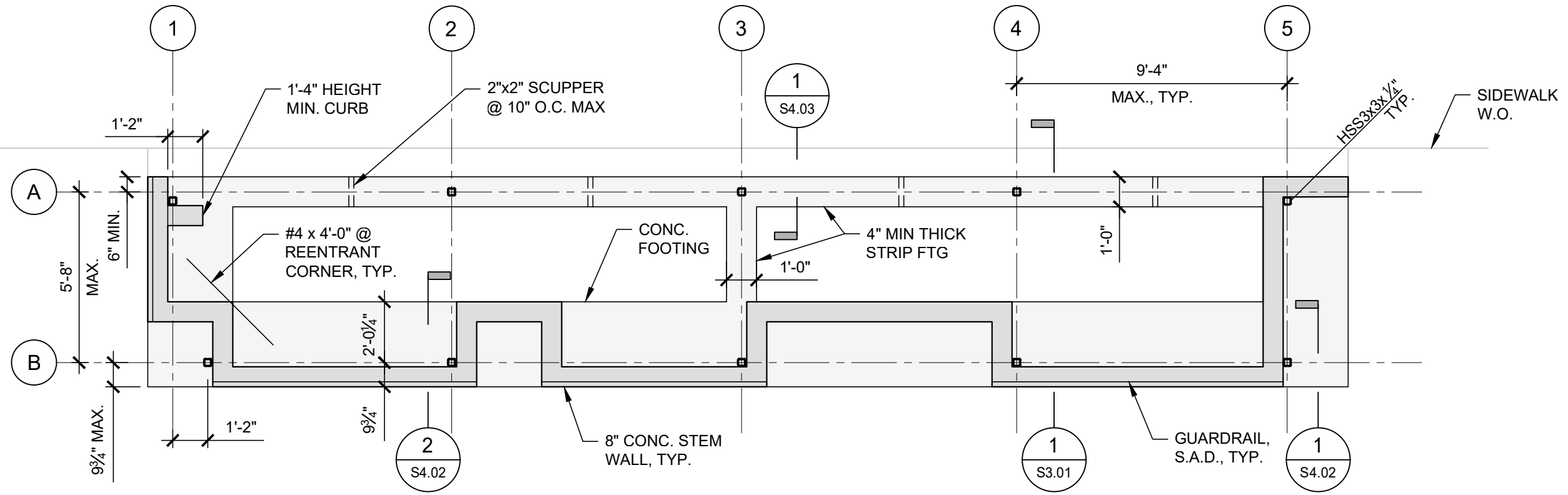
SHEET TITLE  
STRUCTURAL  
GENERAL  
NOTESS1.03  
SHEET NO.



ROOF PLAN

2  
S2.01

1/4" = 1'-0"



FLOOR PLAN

1  
S2.01

1/4" = 1'-0"

NOTE: CURTAINS OR DRAPES ARE NOT PERMITTED TO BE HUNG AT THE PERIMETER

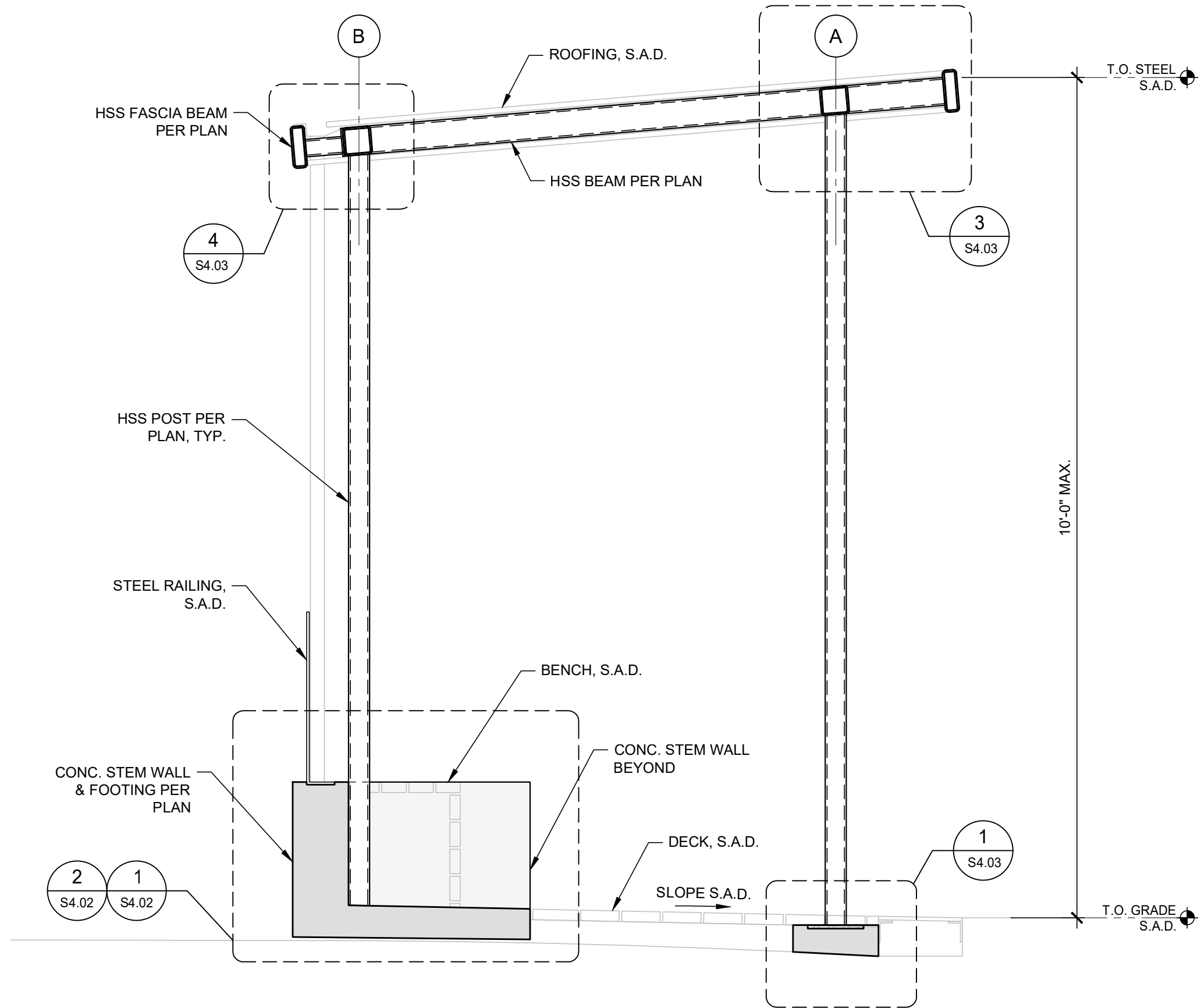
NOT FOR CONSTRUCTION

DATE  
03.14.2023

**PODS**  
(PERMANENT OUTDOOR  
DINING STRUCTURES)  
CITY OF WALNUT CREEK

SHEET TITLE  
STRUCTURAL  
PLANS

**S2.01**  
SHEET NO.



NOT FOR CONSTRUCTION

DATE  
03.14.2023

**PODS**  
(PERMANENT OUTDOOR  
DINING STRUCTURES)

CITY OF WALNUT CREEK

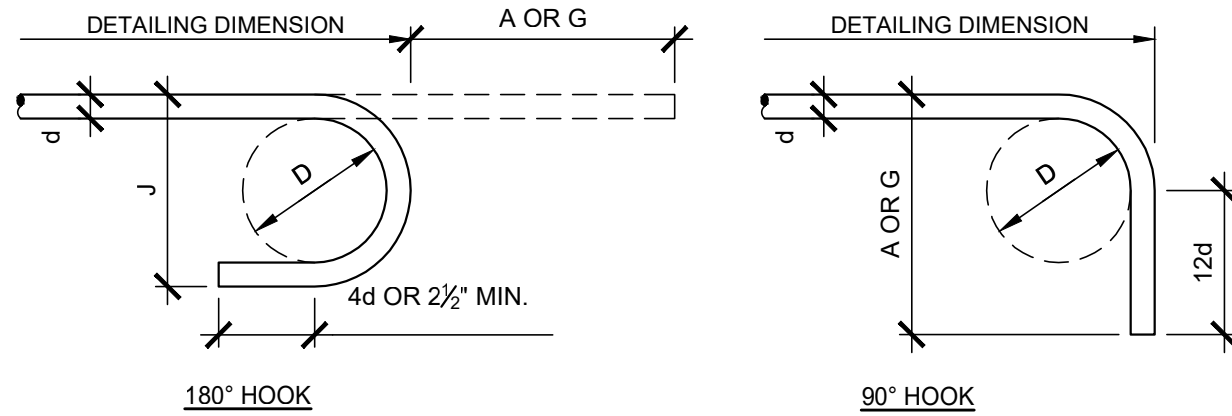
SHEET TITLE  
STRUCTURAL  
SECTION

SECTION

1  
S3.01

3/4" = 1'-0"

**S3.01**  
SHEET NO.

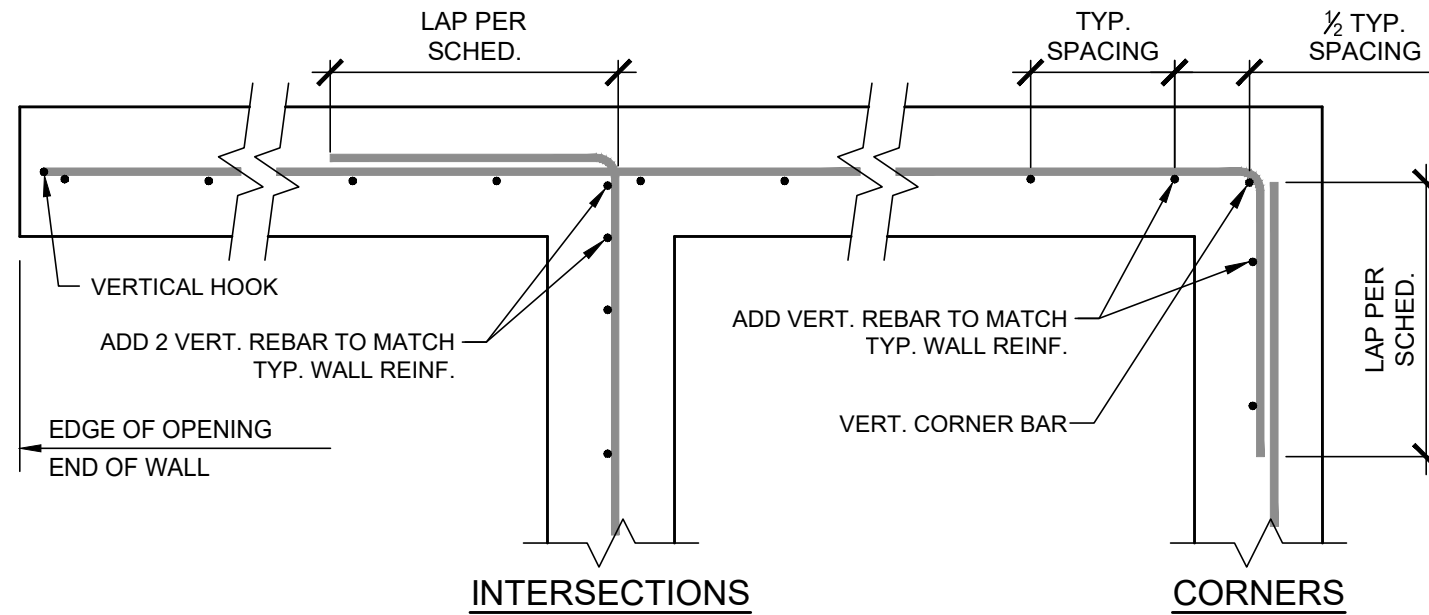


BAR SIZE	D		180° HOOKS		90° HOOKS
			A or G	J	A or G
#3	2 1/4"	6d	5"	3"	6"
#4	3"		6"	4"	8"
#5	3 3/4"		7"	5"	10"
#6	4 1/2"		8"	6"	12"

3  
S4.01

STANDARD HOOKS

N.T.S.



TENSION LAP SPLICE SCHEDULE 3000psi ≤ f'c < 6000psi		
BAR SIZE	HARDROCK CONCRETE	
	VERT. C.I.P. BARS, HORIZ. SLAB BARS	HORIZ. BARS IN WALLS
#3	22"	28"
#4	29"	37"
#5	36"	47"
#6	43"	56"

DATE  
03.14.2023

**PODS**  
(PERMANENT OUTDOOR  
DINING STRUCTURES)  
CITY OF WALNUT CREEK

SHEET TITLE  
TYPICAL  
CONCRETE  
DETAILS

2  
S4.01

TYPICAL WALL, BEAM & GRADE BEAM INTERSECTION, PLAN DETAIL

N.T.S.

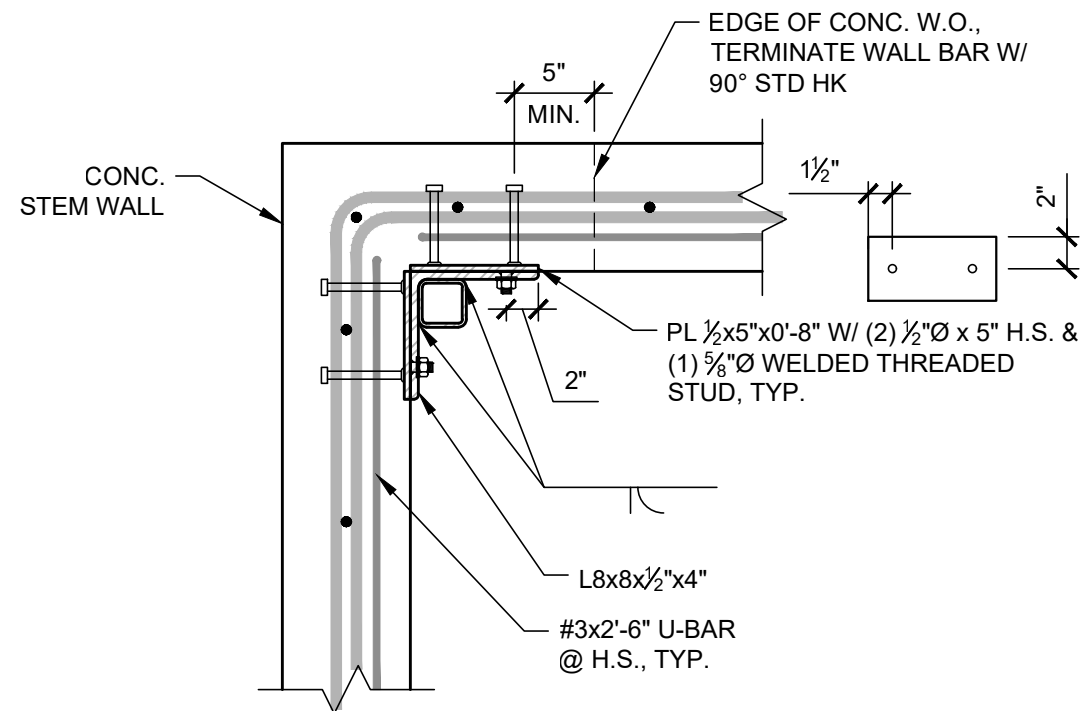
1  
S4.01

LAP SPLICE SCHEDULE

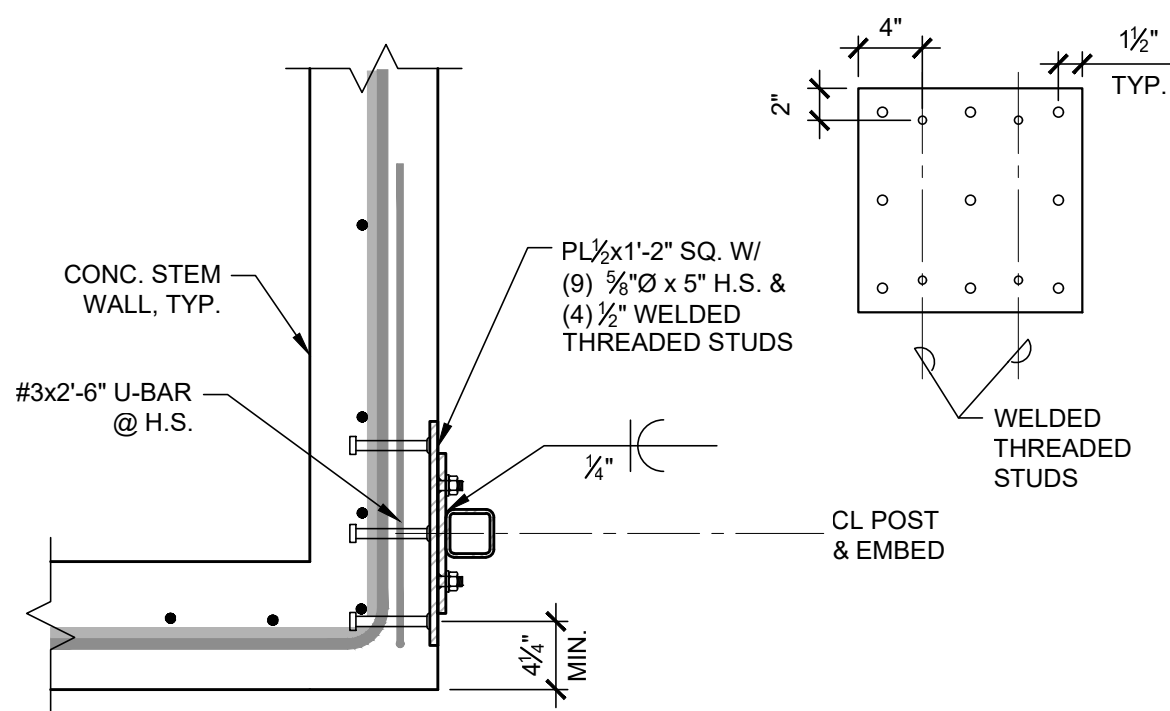
N.T.S.

NOT FOR CONSTRUCTION

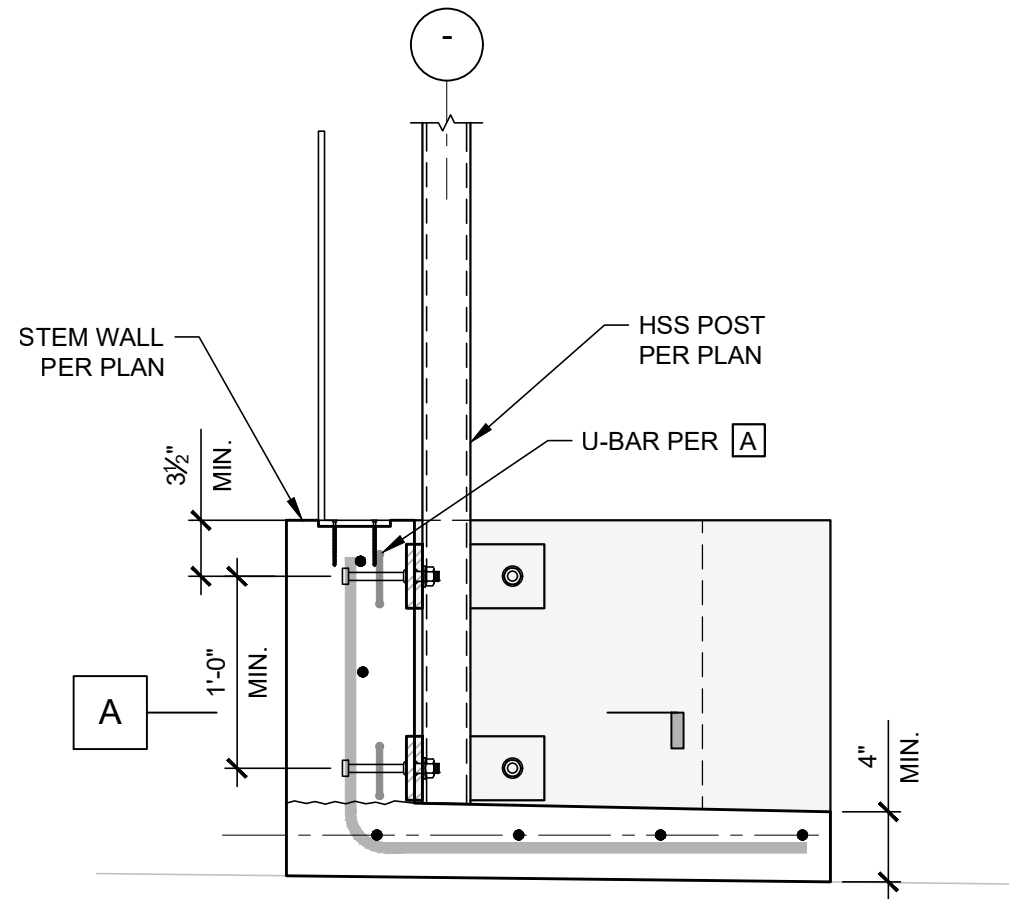
**S4.01**  
SHEET NO.



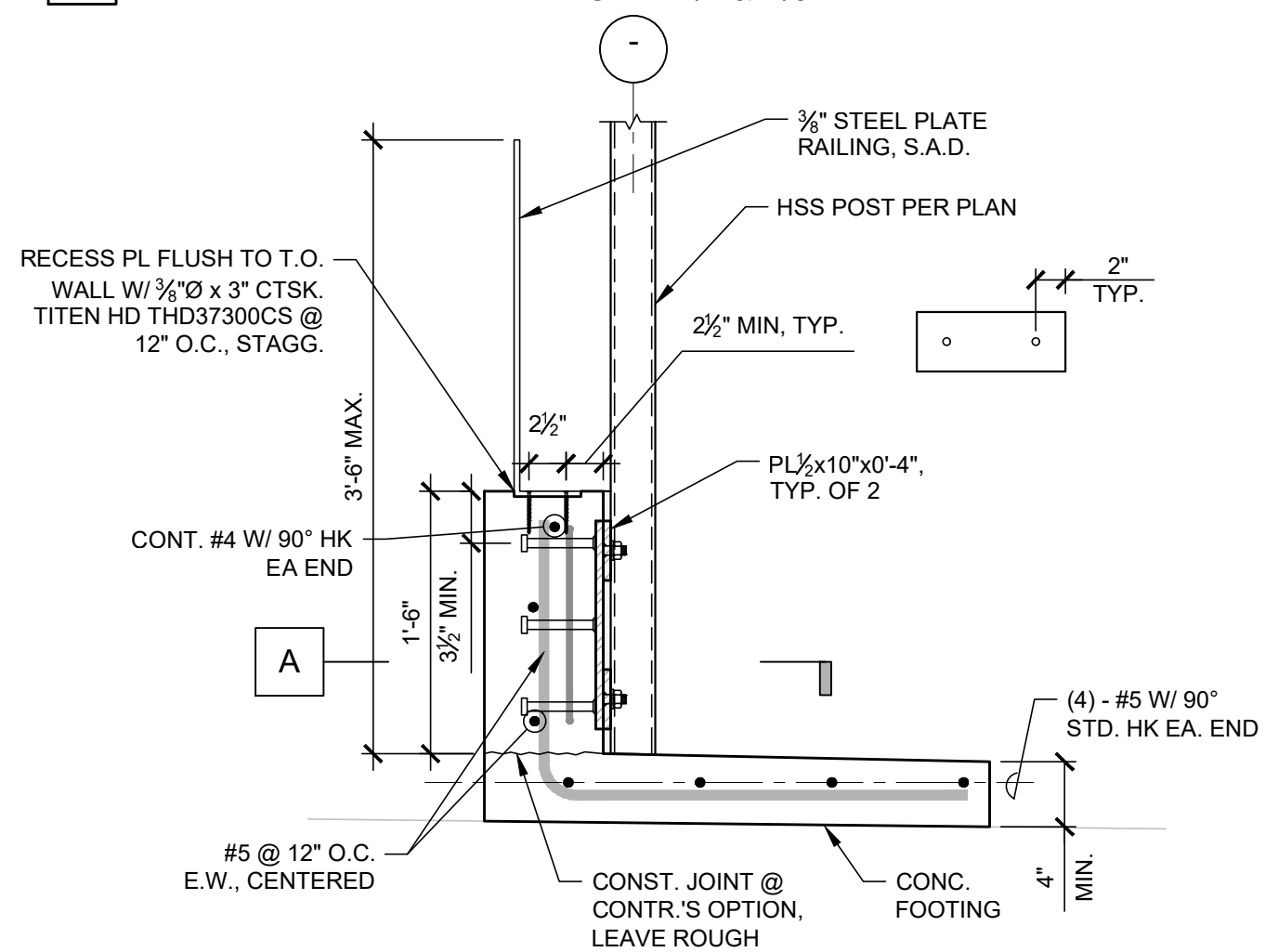
TYPICAL @ CORNER WALL



STRAIGHT WALL  
GRID B/1 & B/5



NOTE: FOR MORE INFO SEE 1/S4.02



POST ANCHORAGE & CONC. FOOTING  
TYP. @ GRID B/1 & B/5

NOT FOR CONSTRUCTION

DATE  
03.14.2023

**PODS**  
(PERMANENT OUTDOOR  
DINING STRUCTURES)  
CITY OF WALNUT CREEK

SHEET TITLE  
STRUCTURAL  
DETAILS

2  
S4.02

POST ANCHORAGE & CONC. FOOTING

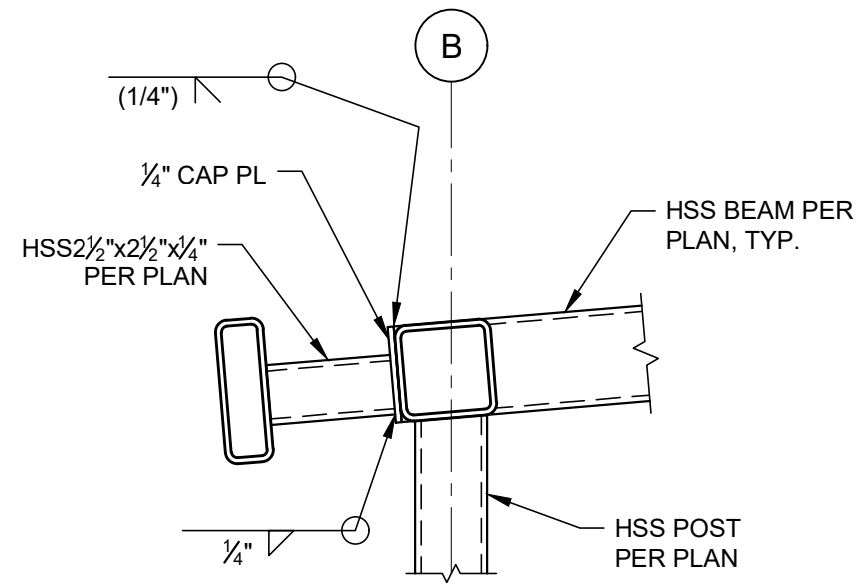
1" = 1'-0"

1  
S4.02

POST ANCHORAGE & CONC. FOOTING  
TYP. @ GRID B/1 & B/5

1" = 1'-0"

**S4.02**  
SHEET NO.

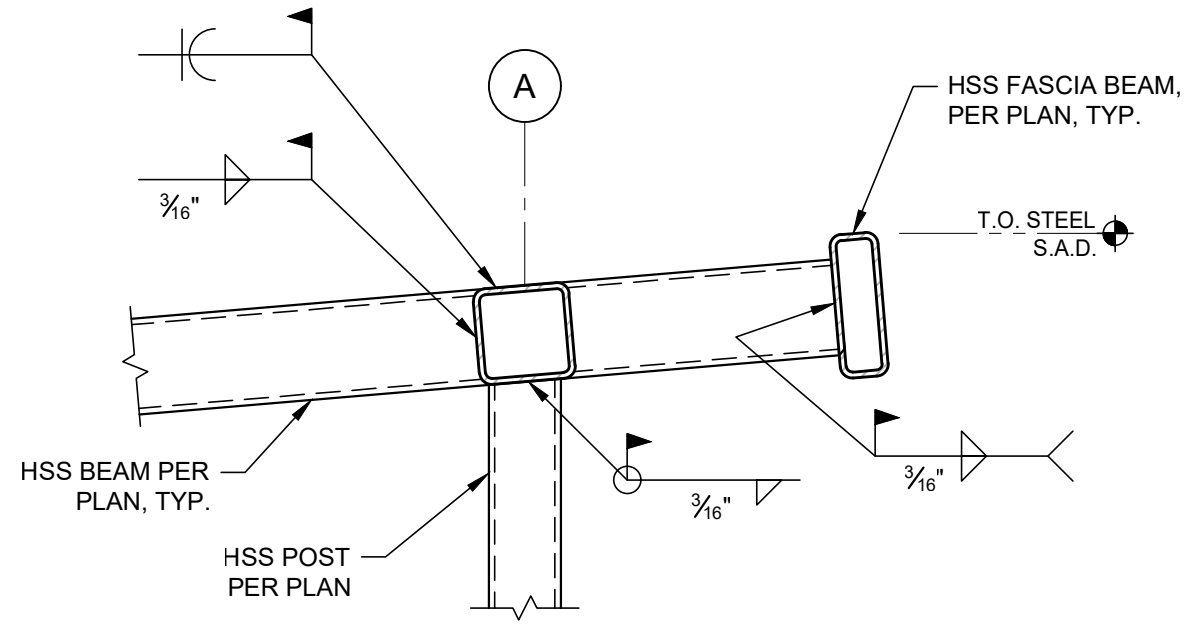


NOTE : SEE 3/S4.03 FOR INFORMATION NOT SHOWN

4  
S4.03

### BEAM TO POST CONNECTION

1-1/2" = 1'-0"

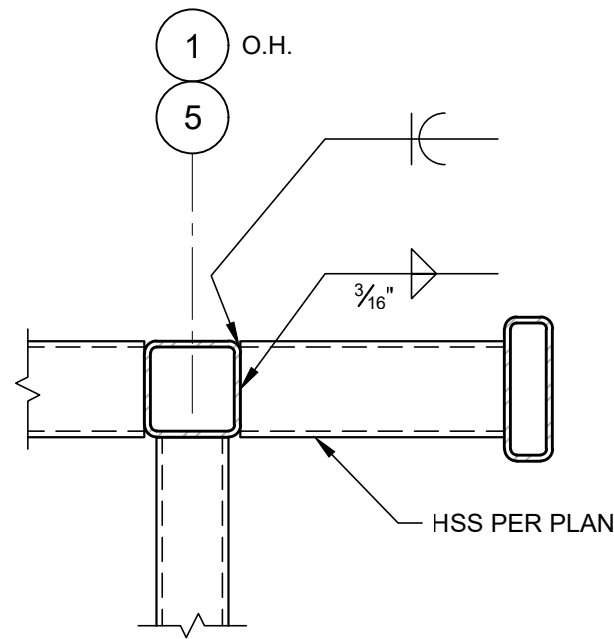


NOTE : IT IS ACCEPTABLE TO SHOP WELD ANY WELDS NOTED AS FIELD WELD AT CONTRACTORS OPTION.

3  
S4.03

### BEAM TO POST CONNECTION

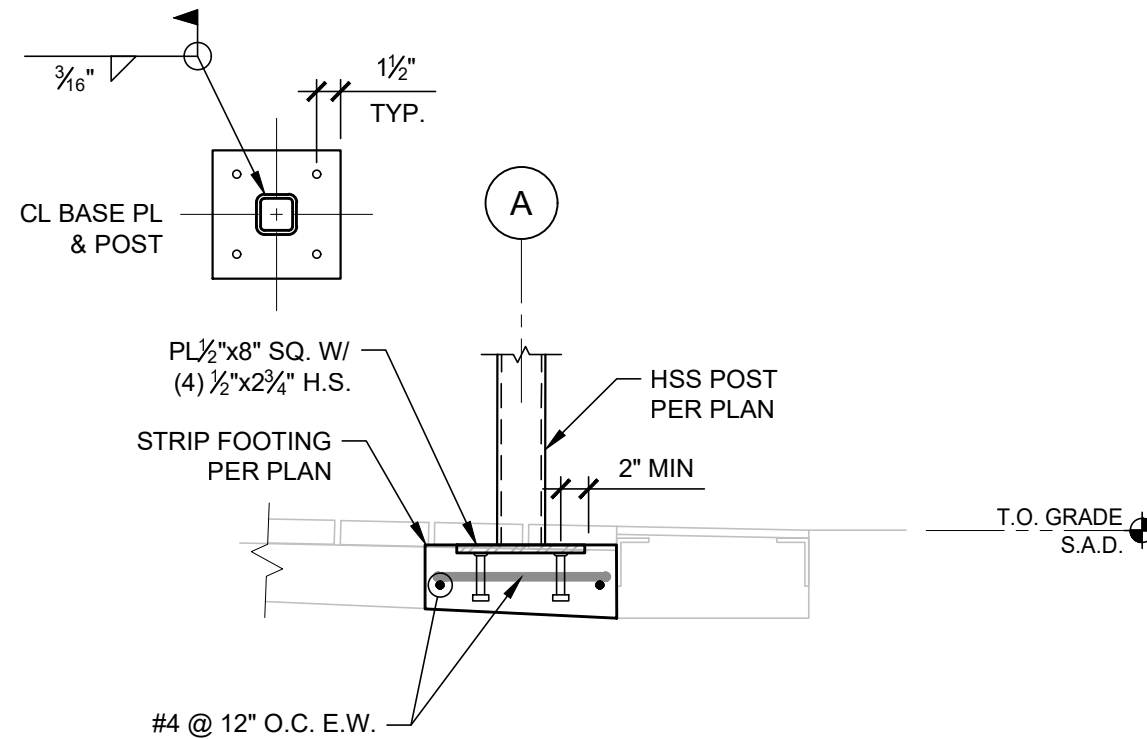
1-1/2" = 1'-0"



2  
S4.03

### STUB CONNECTION

1-1/2" = 1'-0"



1  
S4.03

### POST ANCHORAGE TO ASPHALT

1" = 1'-0"

NOT FOR CONSTRUCTION

DATE  
03.14.2023

**PODS**  
(PERMANENT OUTDOOR  
DINING STRUCTURES)  
CITY OF WALNUT CREEK

SHEET TITLE  
STRUCTURAL  
DETAILS

**S4.03**  
SHEET NO.





**CITY OF  
WALNUT  
CREEK**

1666 North Main Street  
Walnut Creek, CA 94596  
walnut-creek.org

The City of Walnut Creek acknowledges that the architectural and structural drawings provided by Sidell Pakravan Architects and Tipping Structural Engineers for the "PODS" Permitted Outdoor Dining Structures dated March 14, 2023 are for reference only and not to be issued for construction. The City of Walnut Creek acknowledges that a registered architect and professional engineer are to be retained by each individual business applying for a permit to construct a "PODS" on their premises to review, stamp, and sign the drawings. Sidell Pakravan Architects and Tipping Structural Engineers are not responsible for ensuring construction conformance with construction documents unless expressly hired by individual businesses to do so.



## OUTDOOR DINING OPERATOR PERMIT

[Insert Business Name]

**WHEREAS**, on January 17, 2023, the City Council for the City of Walnut Creek (“City”) adopted Ordinance No. 2229, adopting an Overlay Zone and adding Chapter 13 to Title 6, and amending Titles 4 and 10 of the Walnut Creek Municipal Code to implement the City’s Outdoor Dining Policy;

**WHEREAS**, the Overlay Zone adopted for outdoor dining requires that all outdoor dining activities in the Overlay Zone shall only be permitted upon compliance with Chapter 13 to Title 6;

**WHEREAS**, Chapter 13 to Title 6 provides the Public Works Director is granted the authority to implement and enforce the Outdoor Dining Policy’s requirements;

**WHEREAS**, all outdoor dining activities must obtain an Operator Permit issued by the City for use of all outdoor dining spaces, including Permitted Outdoor Dining Structures (PODS) located in public on-street vehicular spaces and in any private parking lots, private and city-owned outdoor dining patios, and sidewalk dining spaces;

**WHEREAS**, an Outdoor Dining Operator Permit is required for all outdoor dining activities in the Overlay Zone where activities are not currently governed by a Conditional Use Permit (CUP), Administrative Use Permit (AUP), or Existing Uses Deemed Approved, including those outdoor dining activities which may have been previously temporarily allowed under the Rebound Program;

**WHEREAS**, an Operator Permit is effective for one year from the date of issuance and must be renewed annually thereafter to remain in effect;

**WHEREAS**, an Operator Permit may be modified, suspended, or revoked based on community conditions, as defined, violation of Operator Permit terms, violation of restrictions established under Chapter 13 of Title 6, violation of the Outdoor Dining Policy, and termination of a license agreement necessary for use of the public right-of-way, at the discretion of the Public Works Director;

**WHEREAS**, restaurants or bars that do not adhere to the regulations outlined in the Operator Permit may have certain privileges modified, suspended, or their entire Operator Permit revoked, thereby losing their ability to operate an outdoor dining space in the City;

**WHEREAS**, the City reserves the right to revoke an Operator Permit and outdoor dining activities, including but not limited to purposes of emergency response, infrastructure work, or other work that would require access to the public right-of-way where an outdoor dining space is located.

## Outdoor Dining Operator Permit Regulations

Based on the findings set forth by Ordinance No. 2229, as well as the regulations outlined by Chapter 13 of Title 6 of the Walnut Creek Municipal Code, the Public Works Director grants approval of an Operator Permit to **[insert business name]** ("Permittee") to conduct outdoor dining activities at **[insert address]**, subject to the following conditions:

### 1. General Compliance

- A. Permittee shall comply at all times with all applicable provisions of this Operator Permit, the most recently amended Outdoor Dining Policy, Chapter 13 of Title 6 of the Walnut Creek Municipal Code, any applicable License Agreement for use of the public right-of-way, as well as all applicable provisions of local, state, and federal laws and regulations.
- B. Permittee shall maintain a valid business license with the City, and insurance coverage, as applicable, at all times. Failure to maintain a valid business license or any applicable insurance coverage will result in suspension or revocation of an Operator Permit.
- C. The Operator Permit shall be valid for one year and Permittee is required to renew the permit with the City each year to continue lawful operations. Renewal applications shall require, at a minimum, site inspections, confirmation that the business is being operated in accordance with laws and regulations, confirmation that all information previously submitted as required by the City remains accurate, and payment of all applicable fees have been received.
- D. The Operator Permit is non-transferable.
- E. All outdoor dining activities are subject to inspection by City personnel at any time. Prior notice of an inspection is not required.
- F. The Public Works Director has the authority and discretion to suspend, modify, or revoke an Operator Permit. Providing false or misleading information in the permitting process will result in the nullification or revocation of an Operator Permit.

### 2. Hours of Operation

Restaurants or bars providing outdoor dining service shall close the outdoor dining operation and cease all outdoor dining activities by 11:30 p.m. Restaurants or bars that are required to close indoor dining service and operations before 11:30 p.m. are required to close the outdoor dining operation at the same time as the indoor closing time.

### 3. Alcohol Service

Restaurants or bars may serve alcohol within the outdoor dining space only if such service is otherwise permitted under all applicable governmental regulations, including the City's Alcoholic Beverage Sales Ordinance and regulations of the State Department of Alcoholic Beverage Control.

Alcohol service in the outdoor dining space must end at 11:00 p.m. If alcohol service indoors is required to end prior to 11:00 p.m., alcohol service in outdoor dining spaces must end at the same time as alcohol service is required to end in the indoor operation of the business.

#### 4. Music

While music is allowed in outdoor dining spaces, all restaurants and bars shall maintain music at an ambient noise level, only acting as background music in the outdoor dining space. The primary purpose of outdoor dining spaces is for dining enjoyment, and not for entertainment. Music shall not impose on other neighboring or nearby businesses, residents, or passersby.

Music in outdoor dining spaces must be maintained at a level of 70 decibels (dB), as measured from the source of the music. Music shall not exceed 70 dB, within any space of the outdoor dining space.

#### 5. Server Operations

Outdoor dining spaces shall not to be used for any server support items, including but not limited to bussing carts, water or beverage stations or carts, portable bar or service carts, refrigeration units, payment operations, and trash bins, etc. Permittee shall not use the outdoor dining space for storage, or for any other use deemed by the City to be incompatible with its intended use as an eating and drinking establishment, including but not limited to storage of restaurant supplies, inventory, or any storage bins and receptacles.

Additionally, **all** outdoor dining spaces shall be maintained and kept in a clean, sanitary and orderly state, free from clutter and visual obstructions. Permittee is required to ensure all waste is deposited properly in designated bins in compliance with clean water standards, garbage removal, and pest-control practices. All waste, trash, and recycling bins shall be located outside of the outdoor dining space.

#### 6. Special Events

Walnut Creek Municipal Code requirements for holding special events shall apply to all events held in outdoor dining spaces. The regulations required for indoor events apply to outdoor dining spaces. All permits required for indoor events shall also be required and obtained for hosting of events outdoors.

#### 7. Security

Permittee shall be responsible, at its sole expense, for all security of the outdoor dining space. Any regulations required for indoor security apply to outdoor dining spaces. All permits or security requirements for indoor operations shall be required for outdoor operations.

#### 8. Inspections and Building Permits

Permittee shall obtain any required building permits and inspections required by the City. Permittee shall be solely responsible for all costs, expenses, and all other efforts associated with obtaining any required building permits and inspections.

9. Enforcement and Violations

As established in Section 6-13.07 of the Walnut Creek Municipal Code, any person who violates, or causes or permits another person or entity to violate, any provision of this Operator Permit shall be subject to an administrative citation and fines as set forth under Chapter 7 of Title 1 of the Walnut Creek Municipal Code.

Furthermore, the Public Works Director is authorized to modify, revoke, or suspend this Operator Permit. Upon modification, revocation, or suspension of this Operator Permit, Permittee shall be required to comply with any furniture or structure removal requirements at their own expense.

At the discretion of the Public Works Director, or their designee, violations of this Operator Permit may begin with a written warning issued to the business owner, noting the infraction pursuant to regulations in this Operator Permit. If violations continue, penalties may involve a fine and up-to and including removal of the outdoor dining space at the business owner’s expense.

10. Appeals

Permittee may appeal any administrative citation, modification, suspension, or revocation of a Permit to the City Manager or their designee. Any request for review must be filed with the City Clerk within ten (10) days of the issuance of the citation or determination, or the date indicated on the citation or determination, whichever is later.

This Operator Permit shall take effect on *[insert date]* and shall be valid for one year. Permittee is required to renew the Operator Permit with the City each year to continue lawful operations.

**PERMITTEE**

\_\_\_\_\_  
[Insert Business Owner Name]  
[Insert Business Name]

**CITY OF WALNUT CREEK**

\_\_\_\_\_  
Heather Ballenger  
Public Works Director

**LICENSE AGREEMENT**  
**PERMITTED OUTDOOR DINING STRUCTURE**  
**(Outdoor Dining: Eating and Drinking Establishments)**

This LICENSE AGREEMENT (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2023, by and between the CITY OF WALNUT CREEK, a California municipal corporation (“**City**”), and \_\_\_[insert name of business]\_\_\_ (“**Licensee**”).

**RECITALS**

**A.** City owns the right-of-way located [insert exact location, i.e. in front of and adjacent to] “[insert name of business]” at [insert street address] in the City of Walnut Creek, California (“**City Property**”).

**B.** Licensee [owns/leases] the parcel located at [insert street address] and desires to utilize a specific portion of the City Property more particularly described on Exhibit “A” (hereinafter the “**Premises**”) and to construct certain improvements thereon as more particularly described on Exhibit “B” (the “**Improvements**”).

**C.** City desires to facilitate economic development through the promotion of increased outdoor dining activities, as defined under Chapter 13 to Title 6, and Licensee acknowledges that its use of the Premises and construction of the Improvements thereon will provide specific economic benefits to its business.

**D.** Licensee agrees to comply with all provisions of this Agreement, Chapter 13 to Title 6 of the Walnut Creek Municipal Code, the most recently amended Outdoor Dining Policy, and the applicable Operator Permit as issued by the City. Licensee understands that Licensee is not authorized to operate its business on the Premises without an Operator Permit issued by the City.

**E.** City is willing to license the Premises to Licensee for the purposes described above and in accordance with all other terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **License of Premises.** City hereby licenses the Premises to Licensee, and Licensee licenses the Premises from City, in accordance with the terms and conditions of this Agreement. City makes no representations or warranties with respect to the current condition of the Premises and Licensee accepts the Premises "AS-IS" in its current condition. For purposes of this Agreement, the term “Premises” shall mean the specific area of the Property more particularly described in Exhibit "A" attached hereto. The “Premises” shall not include any other portions of the Property not described on Exhibit “A”.

2. **Term.** The initial term of this Agreement, unless earlier terminated pursuant to Section 10 below, shall be for a period of five (5) years commencing on \_\_\_\_\_, and ending on \_\_\_\_\_ (the “**Term**”). If Licensee desires to extend the Term beyond five (5) years, Licensee shall request an extension from the City at least sixty (60) days prior to expiration of the Term. No extension of the Term shall be effective unless executed in writing and signed by the City.

3. Permitted Outdoor Dining Structure (PODS) Annual License Fee.

- (a) As consideration for the license conferred by the City under this Agreement, Licensee agrees to pay to City an annual license fee in the amount of \$[insert total amount]. The total amount is calculated based on the total square footage of the Premises charged at \$48 per square foot (“PODS Annual License Fee”).
- (b) Reference to the license year shall be a reference to the City’s fiscal year, from July 1<sup>st</sup> to June 30<sup>th</sup> (“License Year”).
- (c) For the first sixty (60) days that this Agreement is in effect, while Licensee is constructing Improvements, as described in Section 4(b) herein, Permittee shall not be charged for use of the Premises (“Grace Period”).
- (d) The PODS Annual License Fee for the first License Year shall be paid to the City immediately upon execution of this Agreement. A PODS Annual License Fee paid in Fiscal Year 2022-2023 shall be effective until June 30, 2024. If this Agreement is executed after July 1, 2023, or if the Grace Period falls within Fiscal Year 2023-2024, the Annual License Fee shall be pro-rated to the remaining time left in the PODS License Year.
- (e) The PODS Annual License Fee for each License Year shall be paid on or before July 1<sup>st</sup> of the next successive License Year.
- (d) Licensee shall be solely responsible for all costs, expenses, and all other efforts associated with the construction and maintenance of any Improvements on the Premises, including but not limited to obtaining any required building permits and structural inspections. Licensee shall further comply with all other provisions of this Agreement, such compliance being at its sole cost and expense.

4. Use of Premises.

- (a) Generally. Licensee may use the Premises solely in compliance with: (i) this Agreement, (ii) an Operator Permit issued by the City, as separately obtained by Licensee, (iii) the most recently amended Outdoor Dining Policy, (iv) all applicable local, state, and federal laws, rules and regulations, and (v) in connection with the operation of its business as an eating and drinking establishment. Licensee shall not construct any Improvements, nor shall Licensee operate on the Premises without obtaining a current Operator Permit executed by the City.
- (b) Improvements. All Improvements on the Premises shall be constructed, maintained, and used in accordance with the plans and specification set forth on Exhibit “B” attached hereto (the “Plans”). City may charge any fees as listed in the Outdoor Dining Fee Resolution or Master Fee Schedule for application review, approval and inspection of the Improvements, and issuance of an Operator Permit.
- (c) Supervision of Personnel. Licensee shall be solely responsible for the supervision of any employees, agents, personnel, or tenants in connection with its use of the Premises.

5. Taxes. Licensee will be obligated to pay all personal property taxes, and any and all local, state, or federal taxes, if any, assessed against Licensee in connection with any of its operations or activities on the Premises.
6. Maintenance and Repairs. Licensee will, at its sole cost and expense, maintain the Premises and make all repairs, restorations and replacements to the Premises as and when necessary to preserve the Premises in good order and condition. All repairs, restorations, and replacements will be in quality and class equal to the original work or installations.
7. Emergency, Utility, Maintenance, and Construction Work. Licensee's rights to the Premises are subservient to all other rights associated with the use of public right of way. Any work by the City or a third party necessary for emergency work, utilities, maintenance, new construction shall have the right to the space over all Licensee's rights provided in this Agreement. If work on or around the Premises is necessary, the City may provide notice to Licensee, if possible. In the case of emergencies, the work may be performed without notice to the Licensee. Any damage to the Premises, Licensee's Improvements to the Premises or loss of use of the Premises, including but not limited to the requirement to remove all outdoor dining furniture, or built structures, is the sole responsibility of the Licensee. Any additional costs to work around or remove the Improvements, including but not limited to the requirement to remove all outdoor dining furniture, or built structures, or cost of delays shall be borne by the Licensee, and shall not be the obligation of City.
8. Alterations and Additional Improvements. Except for the Improvements, Licensee shall not make or suffer to be made any other alterations, additions or improvements to the Premises without the prior written consent of City. Any additional improvements approved by the City shall be undertaken at Licensee's own expense, unless otherwise agreed to by the parties in writing.
9. Damage or Destruction of the Premises. Licensee shall be responsible for any damage or destruction to the Premises caused by (i) Licensee's use and operation of the Premises, (ii) any willful or negligent act or omission of Licensee, anyone directly or indirectly employed by or working for Licensee, or anyone for whose acts Licensee may be liable, or (iii) Licensee's failure to comply with any local, state, or federal law, rules, or regulations.
10. Indemnity. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless the City and its officers, employees, and officials (collectively "City Indemnitees") from and against any and all claims, demands, causes of action, lawsuits, proceedings, liabilities, losses, damages, expenses, costs (including without limitation reasonable attorneys' fees and costs), judgments, penalties, and liens (collectively referred to herein as "Liabilities") of every nature arising or claimed to arise out of (i) Licensee's use and operation of the Premises, including construction of the Improvements, (ii) any willful, reckless or negligent act or omission of Licensee, anyone directly or indirectly employed by or working for Licensee, or anyone for whose acts Licensee may be liable, or (iii) Licensee's failure to comply with any law, except to the extent such loss is caused by the gross negligence, or willful misconduct of City. This indemnity provision shall survive the termination of this Agreement.
11. Insurance. Licensee shall, at its sole expense, obtain and keep in force during the term of this Agreement, all insurance policies set forth on Exhibit "C" ("**Insurance**") attached hereto. At all times during the Term of this Agreement, Licensee shall hold certificates evidencing that Licensee maintains the required insurance policies ("Certificates of Insurance"). Licensee shall submit Certificates of Insurance to the City with the City Indemnitees named as additional insured. Failure by



Licensee to submit Certificates of Insurance to the City shall be a violation of this Agreement, and shall not relieve Licensee from its liabilities and obligations under this Agreement.

12. Modification, Suspension, Termination. City may modify, suspend, or terminate this Agreement at any time, based on emergency, utility, maintenance, and construction work as described in Section 7, above; violations of this Agreement; factors including community conditions, as defined in Chapter 13 to Title 6; violation of Operator Permit terms; violation of Chapter 13 to Title 6; and violation of Outdoor Dining Policy requirements. Except in the case of an emergency, natural catastrophe; required utility, maintenance, or construction work; or if Licensee permits or commits an act or activity which could result in substantial damage to the Premises, City will make efforts to provide thirty (30) days written notice to Licensee prior to termination of this Agreement. Upon termination, City shall have no further obligations to Licensee.

Licensee may terminate this Agreement at any time upon written notice to City.

13. Surrender of Premises. Upon termination of this Agreement, Licensee shall cease use of the Premises and leave the Premises to City in good condition and repair, and free from any liens, charges or encumbrances. At the City’s discretion, all Improvements located on the Premises shall either (i) be removed by Licensee at Licensee’s sole cost and expense, or (b) upon written agreement from the City that the Improvements may remain on the Premises, the Improvements shall become the property of the City.

14. Assignment. Licensee shall not assign, transfer, sublease, convey or encumber (collectively "assign") any or all of its rights under this Agreement without first obtaining City’s written consent, which consent may be withheld in the sole and absolute discretion of City. In the event that Licensee shall attempt to assign any or all of its rights under this Agreement without first obtaining such consent, City may, in its discretion, immediately terminate this Agreement and all rights and interest of Licensee therein shall cease and terminate. Any such termination by City shall in no event release Licensee from any obligation that it had prior to the date of termination under this Agreement, nor shall it relieve or release Licensee from the payment of any damages to City which City shall sustain as a result of such violation. Any purported assignment without the consent of the City is null and void.

15. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under the Agreement deemed to have been given when personally delivered, sent by overnight delivery, or sent by certified or registered mail, return receipt requested, addressed to:

City: City of Walnut Creek  
1666 North Main Street  
Walnut Creek, California 94596  
Attn:

Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn:

Either party may change its address or addressee for purposes of this paragraph by giving ten (10) days' prior notice according to this paragraph.

16. Independent Contractor. Licensee acknowledges, represents and warrants that Licensee is not a joint venturer or partner of the City, but rather an independent contractor. City shall not be responsible for payment of any salaries, wages or compensation to Licensee's employees or volunteers.

17. Compliance with Laws. Licensee shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation environmental laws and employment discrimination laws.

18. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter thereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by a subsequent written instrument executed by both parties.

19. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, sublicensees, transferees or assignees as permitted by the City under this Agreement shall not be considered "third parties."

20. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of Contra Costa County.

21. Attorneys' Fees. In the event either party to this Agreement brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs. This provision shall survive the termination of this Agreement.

22. Interpretation. Licensee acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

23. Severability. Any provision of this Agreement found to be invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

24. Waiver. The waiver by City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement in Walnut Creek, California, as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

CITY OF WALNUT CREEK

LICENSEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

SAMPLE

**Exhibit "A"**  
**Premises**

[see attached]

SAMPLE

**Exhibit "B"**  
**Plans**

[see attached]

SAMPLE

**Exhibit "C"**  
**Insurance**

SAMPLE