



**CITY OF WILDOMAR**  
**Planning Department**  
23873 Clinton Keith Road, Suite #201  
Wildomar, CA 92595  
Tel. (951) 677-7751 Fax. (951) 698-1463

For office use only.

**Project Deposit  
Account Number**

# PERMANENT OUTDOOR PARKING LOT DINING APPLICATION

## PROJECT INFORMATION

Name of Business and Business Address:	
Description of Proposed Permanent Outdoor Parking Lot Dining Area:	
Assessor Parcel Number(s)	
General Plan Land Use Designation:	Zoning Designation:

## APPLICANT CONTACT INFORMATION

Name		
Mailing Address		
Telephone	Fax	Email
I hereby authorize this application and certify that all filing requirements have been satisfied for my application.		
Signature of Applicant		Date

## PROPERTY OWNER INFORMATION AND PERMISSION

Name		
Mailing Address		
Telephone	Fax	Email
I certify under the penalty of the laws of the State of California that I am the property owner of the property that is the subject matter of this application and I am authorizing to and hereby do consent to the filing of this application and acknowledge that the final approval by the City of Wildomar, if any, may result in restrictions, limitations and construction obligations being imposed on this real property. (If more properties or owners are involved please provide additional sheets.)		
Printed Name of Property Owner:		Signature of Property Owner:
<input type="checkbox"/> Check here if additional Property Owner Certifications are attached to this application.		

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## **SUBMITTAL CHECKLIST & REQUIREMENTS**

- ☐ Completed and Signed Application Form with Initial Deposit Fee of \$4,000.
  - ☐ Letter of Authorization from the Property Owner (including signature above).
  - ☐ One (1) set of detailed/dimensioned site plan packet in a PDF format. A complete plan set consists of a site plan, floor plan (as applicable), and architectural elevations (showing outdoor dining improvements).
  - ☐ Detailed Project Description and/or Statement of Operations (i.e., operating hours, etc.).
  - ☐ A.B.C. Approval for Outdoor Dining alcohol sales and consumption (as applicable)
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### **OUTDOOR PARKING LOT DINING STANDARDS (SECTION 17.256.040.B.8 - WMC)**

1. Permanent outdoor parking lot dining that utilizes required parking spaces for outdoor dining for its customers shall not increase the general intensity of the restaurant use and shall facilitate safe business operations.
2. If the number of parking spaces is reduced below the minimum required for the site, the Community Development Director may require bicycle rack parking in accordance with the provisions of Section 17.188.030(B)(5) of this Code.
3. Permanent outdoor parking lot dining must include safety improvements to protect customers, including, but not limited to, raised platforms (equal to height of adjacent walkway to meet ADA requirements), bollards placed 36 inches on center, K-rails around the perimeter of the parking spaces used for outdoor dining or other similar safety barriers.
4. The Community Development Director may require a parking analysis based on existing site conditions as part of the substantial conformance review.
5. The applicant shall first receive written approval from the property owner prior to submitting an outdoor parking lot dining application and shall include the letter in the application package.
6. The parking lot dining area shall not encroach into any drive aisles or fire lanes.
7. The applicant shall be responsible for obtaining the proper state A.B.C. license approval if alcohol is served in the outdoor parking lot dining area. Said state A.B.C. approval shall be submitted with the application package.



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Account No.:**

## **ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY BY THE APPLICANT**

**(Project representative signatures will not be accepted.)**

I acknowledge and certify that with this development application I am financially obligated to the City of Wildomar for all expenses related to the time and effort spent by the employees, agents, consultants, and legal representatives that are used to process this/these applications. I understand that the City processes development applications on a deposit based fee system which requires an initial application processing deposit payment prior to beginning any process work. Further, I understand that once the project application deposit balance falls to **\$2,500** an additional deposit, equal to the original application deposit fee amount, must be made within 10 days of notification from the City. I further acknowledge that if the additional application deposit fee payment is not been made within the required 10 days as required by the City, the City will discontinue all work on this/these applications and will not schedule the project for a hearing (if one is required). I also acknowledge that if I fail to replenish the application deposit account within six (6) months of notification from the City, I understand that this/these applications will be automatically deemed withdrawn by the City, and that a new development application and deposit fee will be required to restart the project processing.

## **ACKNOWLEDGEMENT OF INDEMNIFICATION RESPONSIBILITY BY THE APPLICANT**

**(Project representative signatures will not be accepted.)**

The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. City shall promptly notify the applicant of any Action brought and request that applicant defend the City. It is expressly agreed that applicant may select legal counsel providing the applicant's defense and the City shall have the right to approve separate legal counsel providing the City's defense. The applicant shall reimburse City for any attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Applicant agrees that City will forward monthly invoices to Applicant for attorneys' fees, costs and expenses it has incurred related to its defense of any Action and applicant agrees to timely payment within thirty (30) days of receipt

of the invoice. Within fourteen (14) days of an Action being filed, applicant agrees to post adequate security or a cash deposit with City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be determined by the City. City shall cooperate with applicant in the defense of any Action.

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

Billing Address:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP CODE

E-mail Contact Information: \_\_\_\_\_

Telephone Number: \_\_\_\_\_