



APPLICATION
SEASONAL GROUND SIGNS IN THE PUBLIC RIGHT-OF-WAY

General Guidelines:

Ground signs may be permitted on sidewalks the first two Saturdays and Sundays of May; every Saturday and Sunday between Thanksgiving Day and Christmas Day; on median strips throughout the year; in the area bounded by the east edge of the sidewalk along Sacramento Street, the centerline of Harrison Street, the centerline of the Eastshore Highway, and a line fifty feet north of, and parallel to, the northern curb of University Avenue throughout the year until the later of: (a) December 31 or six (6) months after a permanent sign program for affected area is implemented, provided the sign is on unpaved areas within the right-of-way which are not used for vehicular travel.

**ANNUAL COST OF PERMIT: \$83.00 for the first three signs.
\$15.00 for each additional sign.**

Business Address: _____

Business Name: _____

Contact Person: _____ Phone Number: _____

Business License No.: _____ Number of Signs: _____

Required Attachments (Maximum size of attachments shall be 8½" x 14")

_____ Vicinity Plan showing location of each proposed sign within the eligible section of the City. (Blank map attached)

_____ Dimensioned Site Plan showing the location of each proposed sign in relation to the sidewalk, roadway, intersections, trees, grates, utilities, news racks, mailboxes, light poles, parking meters and other features in the public right-of-way that are located with 15 feet (15') of the proposed sign location. The drawing must demonstrate that there will be a clear six-foot (6') wide space for public use along any sidewalk. One site plan is required for each proposed sign.

_____ Elevation of proposed signs showing length, width and height of proposed sign. Be sure to include how each sign is supported, i.e.: sandwich board, tongs which pierce into the ground, etc.)

The Following Conditions Shall Apply To Each Ground Sign Permit:

1. Not cause a traffic hazard;
2. Not block any intersection, crosswalk, access ramp, driveway, building entrance and/or emergency exit;
3. Not be placed on the roadway surface,
4. Not exceed 2 feet (2') width, 3 feet, 6 inches (3', 6") in height when deployed;
5. With the exception of ground signs noted in general rules, above, not decrease the horizontal area for clear passage for pedestrians to less than six feet (6');
6. Be freestanding and table, and unattached to any other structure of any sort, including but not limited to, sign poles, light poles, telephone poles, news racks and similar structures;
7. For ground signs in medians, not be located with 50 feet (50') of intersections, crosswalks or breaks in the median for turning or anywhere along the length of a left-turn bay, unless a lesser distance is approved by the Traffic Engineer;
8. Notwithstanding the foregoing provision of this section, ground signs shall not be permitted on sidewalks on the following streets:
 - On or within 50 feet (50') of University Avenue
 - Hearst Street
 - Fourth Street between University Avenue and Virginia Streets;
 - Virginia Street
 - On or within 50 feet (50') of San Pablo Avenue.
9. Notwithstanding the foregoing provisions of the section, ground signs shall not be permitted in the University Avenue median.

Ground signs placed in violation of this ordinance, even ground signs for which permits have been issued, but which have been placed at unauthorized locations or times, may be impounded.

I have read the application and I agree to comply with all the conditions set forth as well as any further conditions deemed necessary by the City Manager or his designee.

_____ Applicant

_____ Date

Required Indemnity Clause:

The applicant agrees to hold the City harmless from any loss, liability, and damage or cost the applicant or any other person may incur due to the presence of the sign, which is the subject of this application. The applicant agrees to indemnify the City from all claims, causes of action, lawsuits, settlements or judgments arising in whole or in part from the approval of the sign and its placement on the sidewalk, whether in compliance with the permit or not. The applicant further expressly agrees that this indemnify and hold harmless provision is intended to be as broad and inclusive as if permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The applicant has read and voluntarily signs this application and the indemnity and hold harmless agreement and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I have read this agreement and agree. _____

Applicant

_____ Date

UNPAVED AREAS
THROUGHOUT
THE YEAR

