

City of Mount Shasta, California

305 N. Mt. Shasta Blvd.

Mt. Shasta, CA. 96067

(530) 926-7510

OUTDOOR MERCHANDISE DISPLAY APPLICATION INSTRUCTIONS

If your display is on **private property**, you will only need an Outdoor Merchandise Display Permit. If your display is on the **public right-of-way or on City property**, such as the sidewalk, you will need an Outdoor Merchandise Display Permit AND an Encroachment Permit.

OUTDOOR MERCHANDISE DISPLAY PERMIT

- Complete the General Application. Check the box at the bottom of the right hand column on the top of page 1 and write “outdoor merchandise display” on the line provided. Complete all sections and include a thorough project description. You should include a sketch along with the written project description. All property owners must sign page 3 of the form.

ENCROACHMENT PERMIT

- Complete the Encroachment Permit Application. Include a check payable to the City of Mt. Shasta for **\$42**, which is the minimum deposit amount. Depending on the type of display, additional fees may be required.

GENERAL

- Contact your insurance company and obtain a Certificate of Liability Insurance (sample attached) naming the City of Mount Shasta as an additional insured for the specific event/display and time frame. General liability must be at least \$500,000. Your insurance **must also include an endorsement** of insurance page similar to the attached Appendix B form. This is required to protect the City against any liability claims that may arise from merchandise being displayed on City property.
- Bring your completed and signed forms, along with the Certificate of Liability Insurance and Appendix B endorsement (insurance forms are only required for encroachment permits on City sidewalks and City right-of-ways) to City Hall, 305 N. Mt. Shasta Blvd. Mt. Shasta, CA. 96067.
- You will be notified by telephone when your application has been approved and ready for your signature.

You should allow 2 weeks for this process however, it may be longer depending on the size of the project/display.

Displaying Merchandise Outdoors

(Chapter 18.23 of the Municipal Code)

Outdoor displays of merchandise are okay under the following circumstances:

1. The business owner has provided the Planning Department with a written description and diagram of the proposed display, and, if applicable, a site plan.
2. If an outdoor use is to be located within the public right of way, the business owner has obtained an encroachment permit pursuant to Chapter 12.34 of the Municipal Code. (see 6 for further information)
3. The display is:
 - Located entirely on the same parcel as the associated retail sales operation.
 - Maintained in a clean and safe manner
 - Clear of all emergency exits.
 - Placed adjacent to the building.
 - Located in areas that do not encroach upon *required* parking. A Conditional Use Permit is required if a display impacts required parking spaces.
 - Limited to the hours of operation of the associated retail sales operation. Removed each evening, unless otherwise approved by Staff.
 - Compliant with Fire Safety and Americans with Disabilities Act regulations.
 - Maintained in good repair and no item may be hazardous to pedestrian or vehicular traffic, or extend into the safe line-of-sight distances at intersections, as determined by the City Engineer.
 - Entirely within the boundaries of a business building frontage.
 - No more than six feet above the surface of the sidewalk, except as specifically approved by Staff.
4. All displays are held to the following general conditions and restrictions:
 - No items may be placed on landscaped areas. “Landscaped” area includes grass, turf, and decorative rock or bark.
 - All sales transactions shall occur inside the building to which the outdoor use is appurtenant.
 - Merchandise displayed outdoors must be relative or incidental to the merchandise offered by the retail establishment on the site.
 - No ongoing yard or garage sales are allowed.
 - A property owner must have a valid business license specifically for a retail establishment to display merchandise.
 - All signing must comply with Chapter 8 of the Municipal Code.
 - If an outdoor use is to be located on private property, the business owner shall obtain prior authorization from the owner of such property.
 - No permanent outdoor storage shall be permitted in conjunction with any outdoor use.
5. Exceptions to the above:
 - Restaurants with adequate space for outdoor seating, which is located entirely on private property, are not required to obtain a permit pursuant to this chapter, but are subject to Chapter 18.60 of the Municipal Code and all regulations set forth by the California Department of Alcoholic Beverage Control.
 - Persons conducting food sales with Mobile Food Vending Permit pursuant to Chapter 5.60 of the Municipal Code.
 - Small displays no greater than four square feet in floor area, and no taller than four feet in height.
 - Small displays by properties abutting a public sidewalk where there is an alcove or recessed front entrance with enough space to accommodate the display without the need for an encroachment permit

6. Encroachment means the use or occupancy of any City property by placing or maintaining any objects, materials or equipment on, or attaching anything to said property. This includes hardware, signs, vehicles, banners across streets, news racks, bicycle racks, sidewalk sales, phone booths and other tangible items. The Director of Public Works may issue permits for the above type of encroachments according to standards and procedures to be specified by him or her, and on such terms and conditions as he or she may deem appropriate for the protection of the public safety and convenience.

**CITY OF MT. SHASTA
 PLANNING DEPARTMENT
 305 NORTH MT. SHASTA BOULEVARD
 MT. SHASTA, CALIFORNIA 96067
 (530) 926-7510 TELEPHONE *** (530) 926-0339 FAX**

PROPERTY OWNER SIGNATURE REQUIREMENT

I hereby certify that the facts, statements, and information presented within this application are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the City of Mt. Shasta. I hereby certify that I have read and fully understand all the information required in this application form.

By signing this application, I (we) hereby authorize City, County, State and Federal agencies, requested to review this application, to enter my property for the purpose of reviewing and commenting on this application. The authorization is valid from the date of filing this application until the City formally acts to approve or deny this project.

Signature

Signature

Printed Name

Printed Name

Address

Address

City/State/Zip

City/State/Zip

Date

Date

Signature

Signature

Printed Name

Printed Name

Address

Address

City/State/Zip

City/State/Zip

Date

Date

ENCROACHMENT PERMIT OUTDOOR MERCHANDISE DISPLAY GENERAL PROVISIONS

1. Permittee shall ensure that placement of item(s) in the City right-of-way must, at all times, maintain a minimum of four feet (4') of clear passage on the public sidewalk. Overhead clearance of at least seven feet, six inches (7'6") must be maintained above all sidewalks or surfaces.
2. Permittee shall ensure that all encroaching items are removed whenever snow removal operations are in progress or pending.
3. Pedestrian and Bicycle Safety: A safe minimum passageway of four (4) feet shall be maintained through the area where pedestrian or bicycle facilities are existing. At no time shall pedestrians be diverted onto a portion of the street in use for vehicular traffic.
4. Permittee shall endorse the City of Mt. Shasta as a named additional insured on their comprehensive general liability insurance policy with limits of no less than \$500,000 prior to permit validation. Applicant shall provide proof of liability insurance and naming of additional insured in the form of a certificate of insurance to the City of Mt. Shasta, with the insurance endorsement Appendix B or similar form showing the change has been underwritten onto the policy before placing item(s) in public street/sidewalk right-of-way.
5. Responsibility for Damage: The City of Mt. Shasta and all officers and employees thereof, including but not limited to the City Manager and the Director of Public Works, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit. The permittee shall indemnify and hold harmless the City of Mt. Shasta, all officers, employees, and contractors, thereof, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting on behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit; except as otherwise provided by statute. The duty of the permittee to indemnify and hold harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the City, its officers, employees, and contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the City, its officers, employees, and contractors, from any and all claims, suits or actions as set forth above regardless of the existence of degree of fault or negligence, whether active or passive, primary or secondary, on the part of the City, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For purposes of this section, "contractors" shall include contractors and subcontractors under contract to the City of Mt. Shasta performing work within the limits of this permit.

6. Permittee agrees that failure to comply with these conditions will result in cancellation of the event or removal of the item(s) by the City and waives any damages whether actual or economic.

APPLICATION FOR ENCROACHMENT PERMIT

CITY OF MT. SHASTA

APPLICATION FEE: \$42

**305 NO. MT. SHASTA BLVD.
MT. SHASTA, CA 96067**

DATE: _____ (PLEASE PRINT)

The undersigned hereby applies for permission to excavate, construct and or otherwise encroach on City right of way by performing the following work:

The work must be marked in the field with conspicuous stakes and flags readily visible from the City Street. Mark on the stakes to identify the applicant. The site must be identified to obtain a permit.

The work is located at _____ approximately _____ feet from Intersection street _____. Assessors parcel No. _____.

The estimated project valuation is \$ _____.

Detailed plans must be submitted with this application. Design plans signed by a licensed engineer may be required by the Director of Public Works.

The encroachment permit if issued, is issued in accordance with Section 1460 of the Streets and Highways Code and no warranty is made or implied with regard to the ownership of the underlying fee title to the real property involved. If the described work will encroach onto any property beyond the City right of way, the applicant will need to secure written permission from the abutting property owner.

The applicant in signing this application agrees to do the described work in accordance with City adopted construction standards and regulations.

The signature of the application will serve to indicate and acknowledge that the applicant has read and does understand the provisions set forth herein, and upon affixing said signature, does agree to conform and comply with these requirements, including the attached General Provisions, and specific provisions if added to the permit. The applicant further agrees that no work shall proceed until applicant has provided the City with an endorsement of applicant's general liability insurance policy naming the City of Mt. Shasta, its agents, and employees as additional insureds for this work.

THIS IS AN APPLICATION ONLY
No work shall start until a Permit is Issued
Please Print

Contractors Name License # _____

Owners Name _____

Signature of Contractor _____

Signature of Owner _____

Street Address _____

Street Address _____

City, State, Zip Code _____

City, State, Zip Code _____

Telephone Fax _____

Telephone Fax _____

CERTIFICATE OF LIABILITY INSURANCE

DATE
7/20/2010

PRODUCER

Business Owner's Insurance Company

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

INSURERS AFFORDING COVERAGE

INSURED

Business Owner

405 S. Mt. Shasta Blvd.
Mt. Shasta, CA 96067

INSURER A:
INSURER B:
INSURER C:
INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors Prot GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1CG50274B05			EACH OCCURRENCE \$1000000 FIRE DAMAGE (Any one fire) \$100000 MED EXPENSE (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS-COMP/OP AGG \$2000000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1CA50274705			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENC \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	1CW50274B05			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100000 E.L. DISEASE - EA EMPLOYEE \$100000 E.L. DISEASE - POLICY LIMIT \$100000
	OTHER				*10 Days Notice for Non-Pay

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

RE: ENCROACHMENT PERMIT. CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED, ON A PRIMARY BASIS, PER THE ATTACHED ENDORSEMENT.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

CITY OF MT. SHASTA
305 NORTH MOUNT SHASTA BLVD.
MT. SHASTA CA 96067

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

**CITY OF MT. SHASTA
305 NORTH MOUNT SHASTA BLVD.
MT. SHASTA, CA 96067**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

