

**APPLICATION FOR ENCROACHMENT PERMIT FOR
OUTDOOR DISPLAYS
CITY OF MT. SHASTA**

APPLICATION FEE: \$180.52

305 N. MT. SHASTA BOULEVARD
MT. SHASTA, CALIFORNIA 96067

DATE: _____ (PLEASE PRINT)

The undersigned hereby applies for permission to encroach on City right of way by placing the following items onto the City right-of-way:

All outdoor merchandise displays for either merchandise, sidewalk sales, or for placement of table, chairs, or planter type sidewalk display, please draw a rough picture of where the display will be located and submit with this application. Ensure that 4 feet of clearance is maintained for pedestrian traffic.

The display is located at _____ . Detailed plans must be submitted with this application.

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 display 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 set the display or merchandise in accordance with City adopted rules 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 displays shall be placed until a Permit is Issued
Please Print

Applicant Name

Property Owners Name

Signature of Applicant

Signature of Property Owner

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Telephone

Fax

Telephone

Fax

**City of Mount Shasta, California
305 N. Mt. Shasta Boulevard
Mt. Shasta, California 96067
(530) 926-7510**

**OUTDOOR MERCHANDISE DISPLAY ENCROACHMENT APPLICATION
INSTRUCTIONS**

If your display is on **private property**, you will not 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 Encroachment Permit.

OUTDOOR MERCHANDISE DISPLAY ENCROACHMENT PERMIT

Complete all sections of the Application for Encroachment Permit for Outdoor Displays and include a thorough project description. Include a sketch along with the written project description. All property owners must sign the application. Include payment to the City of Mt. Shasta for **\$180.52**, which is the minimum deposit required. Depending on the type of display, additional fees may apply.

GENERAL

Obtain from your insurance carrier a Certificate of Liability Insurance with \$2,000,000 for each occurrence and \$4,000,000 aggregate. Your insurance **must also include an attached endorsement** naming the City of Mt. Shasta as an additional insured. This will require the underwriter to change the policy.

Deliver your completed and signed forms, along with the Certificate of Liability Insurance and the attached endorsement, to City Hall at 305 N. Mt. Shasta Boulevard, Mt. Shasta, California 96067. You will be notified by telephone when your application has been approved.

Allow two (2) weeks for the review process; however, depending on the size of the display, it may take longer.

Displaying Merchandise Outdoors (Chapter 18.23 of the Municipal Code)

Outdoor displays of merchandise are approved 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 display 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 item 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. Please note that 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 the City.
 - Compliant with Fire Safety and Americans with Disabilities Act regulations.
 - Maintained in good repair. 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 Planner.
 - Entirely within the boundaries of a business building frontage.
 - No more than six (6) feet above the surface of the sidewalk, except as specifically approved by the City.
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 signage must comply with Chapter 8 of the Municipal Code.
 - If an outdoor display 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.

Exceptions to the above (continued)

- 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Company 1234 ABC Lane ABC, CA 00000	CONTACT NAME: Contact Center
	PHONE (A/C, No., Ext): (000)-000-0000 FAX (A/C, No.): E-MAIL ADDRESS: abc@abc.org
INSURED Company Name	INSURER(S) AFFORDING COVERAGE
	INSURER A: XYZ Insurance Co. NAIC # 123456
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: ABC-123456789 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab Included	Y	N	ABCD1234	09/02/2021	09/02/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:							
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	56GH5678	09/02/2021	09/02/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A		09/02/2021	09/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Append 101, Additional Remarks Schedule, may be attached if more space is required)

For projects in the City of Mt. Shasta

CERTIFICATE HOLDER CITY OF MT. SHASTA 305 N MT. SHASTA BLVD MT. SHASTA, CA 96067	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Authorized Signature</i>
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF MT SHASTA 305 N MOUNT SHASTA BLVD MOUNT SHASTA, CA 96067	
Information required to complete this Schedule, (not shown above) will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured(s) only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.