

TEMPORARY ENCROACHMENT PERMIT

A Temporary Encroachment Permit (the "Permit") is hereby granted to Creative Products Unlimited, a California Corporation, doing business as Sign Guys, on behalf of Merced Community College District, hereinafter called "Permittee", to allow banners for "Merced College" to encroach in and upon real property, including street areas and City-owned light poles in various locations, subject to the following covenants and conditions:

1. Said encroachment shall be limited to the locations within the public rights-of-way for banners described in Exhibit A and for the locations shown in Exhibit B attached hereto for a period not to exceed three (3) years. Upon written request from Permittee at least one (1) month prior to the expiration of the Permit, the City Manager is authorized to extend the Permit for an additional two (2) year period upon Permittee's submittal of a new certificate of insurance.
2. The Permittee shall repair and replace said encroachment, and shall properly maintain the same in a condition free of defects at the sole cost of Permittee.
3. The Permittee shall repair or replace any damage caused in the encroachment area and/or other City facilities by the installation, existence, or removal of the encroachment, at Permittee's sole expense, within ten (10) days of notification from the City. This Permit notwithstanding, no encroachment may be installed without the prior written consent of the City.
4. The Permittee shall provide adequate provisions for the protection for the traveling public and to ensure minimum interference with pedestrian and/or street traffic at all times during the existence of the encroachment. Warning signs, lights and safety devices and/or other measures required for the public safety shall conform to the requirements of the City.
5. Neither the City of Merced or the City of Merced Public Financing and Economic Development Authority ("Authority") or their respective officials, officers, agents, or employees shall be responsible or liable for damage to any property installed or located within the easement area covered by this Permit. Said liability and responsibility shall be borne solely by the Permittee. Permittee, by accepting this

Permit, agrees to protect, defend (with counsel selected by the City), indemnify and hold the City of Merced, the Authority and their respective officials, officers, agents and employees, free and harmless from claims for damages of any kind whatsoever.

6. As a condition for and during the term of this Permit, the Permittee shall obtain and maintain in full force and effect at its own cost and expense, the following insurance coverage:

A. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law.

B. General Liability Insurance. Permittee shall obtain and keep in full force and effect a commercial, general liability policy or policies of at least One Million Dollars (\$1,000,000) combined limit for bodily injury and property damage; provided that the City, the Authority and their respective officials, officers, agents, and employees are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary general liability insurance for Permittee and its employees, agents, contractors, and sub-contractors, and that no other insurance effected by City, the Authority or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The City and Authority shall be named as an additional insured using ISO form CG 20 10 11 85 or the same form with an edition date no later than 1990.

C. Certificate of Insurance. Permittee shall complete and file with the City prior to engaging in any operation or activity set forth in this Permit, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Permit, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for non-payment of premium. In lieu of the ISO form CG20 10 11 85 with an edition date no later than 1990, City will accept certified copies of the insurance

policy or policies with the endorsements and cancellation provisions required by this provision.

7. During the term of the Permit, the Permittee shall comply, and cause to comply, with all applicable federal, state, and local laws, statutes, rules, regulations, resolutions, and policies, both now existing and as amended in the future, including but not limited to the Americans with Disabilities Act.
8. This Permit does not constitute a deed or grant of any easement by the City of Merced, and is transferable or assignable only with the prior written permission of the City of Merced, and is revocable at any time with or without notice by the City of Merced at its sole and absolute discretion. The Permittee shall remove or relocate the banners, without compensation, if required by public need or purpose identified by the City.
9. Unless the City of Merced abandons its interest in said property, Permittee, by accepting this Permit, guarantees the prompt removal of any and all structures herein permitted and/or located within the public right-of-way easement subject to this Permit upon notification from the City of Merced that this Permit has been revoked.
10. Consistent with the conditions in Section 2 above, the Permittee understands and agrees, by accepting this Permit, that the City has the right to remove the encroachment at its own expense without compensation to the Permittee if necessary for any City purposes.
11. This Permit shall not become effective until receipt by the City of Merced of a copy of this Permit with properly signed endorsements accepting the same, subject to terms and conditions contained herein.
12. This Temporary Encroachment Permit is to be cancelled and is void and of no further effect upon the recording of abandonment of the right-of-way to be filed for record by the City of Merced, affecting the herein described property.
13. This Permit is issued with the understanding that any particular action is not to be considered as establishing any precedent: (1) on the question of permitting any certain kind of encroachment to be erected

within the right-of-way or easement area of the City of Merced; or (2) as to the acceptability of any such permits as to any other or future situation.

14. The banners shall be installed per City requirements as determined by the Public Works Department. In no case, shall the banners be mounted lower than fourteen (14) feet above grade (bottom of banner must be at least fourteen (14) feet above grade). In addition, no banner shall be mounted on light poles that contain traffic signal poles. For those intersections, the nearest light pole from the intersection, which does not contain a traffic signal, shall be used. Any changes to the banner locations shall be approved by the City's Planning Manager or referred back to the City Council, if necessary.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Pruecha A. Smith 12-27-19
City Attorney Date

[Signatures continued on next page.]

PERMITTEE
CREATIVE PRODUCTS UNLIMITED,
A California Corporation,
Doing Business As
SIGN GUYS

BY: 
Signature

KEVIN M PEVER
Print Name

Its: _____

BY: _____
Signature

Print Name

Its: _____

Taxpayer I.D. No. _____





ADDRESS: 2740 Ashby Road
Atwater, CA 95301

TELEPHONE: (209) 726-0984

FACSIMILE: (209) 726-1173

E-MAIL: Kevin@mercedsignguys.com

Large double banners, 30 x 84

<p>MADE IN MERCED.</p> <p>BUILT FOR THE WORLD.</p>  <p>MCCD.EDU</p>	<p>FREE TUITION FOR TWO YEARS.</p> <p>For first-time, full-time students.</p>  <p>MCCD.EDU</p>	<p>Left side of the double-banner design</p> <div>   </div>
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 <p>Athletics</p>	 <p>Creative Arts</p>	 <p>Automotive</p>	 <p>Science</p>	 <p>Horticulture</p>	<p>TBD</p> <p>Technology</p>
 <p>Transfer</p>	 <p>Welding</p>	 <p>Business</p>	 <p>Agriculture</p>	 <p>Public Safety</p>	 <p>Nursing</p>

Merced College Banners in City of Merced

Proposed Locations

Updated 01/06/2020

Quantity: 52 Poles

Pairs of Banners, Double-Sided, 84" x 30"

Intersection	# on Map	QTY	Pole #'s	Comments	Notes
Yosemite and R Street	1 - 4	4	8170		On Yosemite, R Street to 59, every third pole in the median
			8164		
			8158		
			6118		
Yosemite and San Jose	5 - 9	5	3510		On Yosemite, San Jose to M, every pole on the side of the street opposite the college
			3511		
			3512		
			3509	partly illegible, the "9" was faded	
			illegible	San Jose and Yosemite (3777)	
Yosemite and M	10 - 11	2	C-1378		South and North median crosswalk poles
			No # on pole	GIS FID 1462	
Yosemite and M Street	12 - 21	10	3245		On Yosemite, M Street to G Street, every pole on the side of the street opposite the college
			3247		
			3255		
			illegible	wayfinding sign (1379)	
			illegible	1211	
			1210		
			1380		
			1381		
			1382		
			1378		
Yosemite and G Street	22 - 30	9	2009	UC	On G Street, Yosemite up to El Portal, all poles on both sides of the street
			2008		
			2007		
			2006		
			2001	(2002)	
			2000		
			1999		
			1998		
			1997		

Intersection	# on Map	QTY	Pole #'s	Comments	Notes
Olive and G Street	31 - 36	6	1985		On G Street, El Portal up to Olive, every other pole IN THE MEDIAN
			1983		
			1981		
			1979		
			1977		
			1975		
Olive and G Street	37	1	594		In Center Median, first pole, south of Olive
G and 19th Street	38 - 39	2	396		SW corner of G and 19th and opposite side of street
			No # on pole	(397)	
Main and K	40	1	3173		SW corner of Main in front of Trevinos Restaurant
Main and Canal	41	1	0054		NW corner of Main across from Bob Hart Square
Yosemite and G Street	42 - 52	11	5445		On G Street from Yosemite to Mercy Avenue, every pole on the college side of the street
			5446		
			5447		
			5448		
			5449		
			5450		
			5451		
			5452		
			5453		
			5454		
			5455		
TOTAL		52			

MERCED COLLEGE BANNER LOCATIONS

