

# City of Sacramento

## Street-Light Pole Banner Policy

### Purpose and Intent

This policy sets forth the rules and requirements for attaching banners to Street-Light Poles. Banners can provide information about the community to its residents, visitors, and commuters; add life and color to the City's streetscape; and promote events, activities and programs that benefit the City. It is not the intent of the City to create a traditional or designated public forum on the street-light poles.

### Permissible Street-Light Pole Banners

Banners may be displayed for the purpose of promoting cultural or civic events or activities such as art shows, concerts, festivals, major sports celebrations, parades, and walk/run events. Banners may also be displayed to promote educational institutions or to identify or promote Business Improvement Districts, neighborhoods or discrete areas of the City. **Banners may not be displayed for commercial advertising or for political or religious messages**, except that a sponsoring agency or business may be recognized in the sponsor identification area of the Street-Light Pole Banner described under Banner Specifications. Sponsor's name/s shall not dominate the banner purpose or message. Banners for the purpose of promoting special events will require a "Special Event Permit" from City Parks and Recreation Department.

### Definitions

"Business Improvement District (BID)" includes areas formed pursuant to state law or approved by the City Council. And for purposes of these guidelines, includes BIDs, Property Business Improvement Districts (PBIDs) and Business Improvement Areas (BIAs).

"City" means the city of Sacramento.

"Permit holder" means the person applying for the permit, as well as the organization submitting the permit request.

"Public right-of-way" means the area across, beneath, in, on, over, under, along and within the public streets, roads, sidewalks, and alleys within the city and includes public utility easements dedicated to the city.

"Special Event" means an organized assembly of more than fifty (50) persons who occupy all or any portion of a public street, sidewalk, alley, or park for a period of more than thirty (30) minutes. The term "special event" includes an assembly of more than fifty (50) persons to conduct a parade, march, or procession that will occupy all or any portion of a public street, sidewalk, alley, or park for a period of more than thirty (30) minutes.

"Street-light pole" means a city pole that has a street-light fixture(s) and is placed in the sidewalk or median.

"Traffic-signal pole" means a pole that includes traffic signal equipment and may/may not include a street-light and on which a street banner is prohibited.

### Application and Permit

Banners may be temporarily installed on City Street-light poles subject to a valid permit issued pursuant to this policy. Applications for a street-light pole banner permit must be submitted to Development Engineering, 300 Richards Bl., 3<sup>rd</sup> Floor, Sacramento, CA 95814, at least 30 days before the date of the

activity or event. (See Appendix A – Revocable Permit Application and Permit Form for Street Banners) In addition to a completed application, the applicant must submit a map identifying the street-light poles on which the applicant proposes to install banners, design and wording (s) on the proposed banner(s), Traffic Control Plan, proof of liability insurance, and, if applicable, the date(s) of the event.

The banner permit is revocable at any time at the sole discretion of the City. If the permit is revoked, the permit holder shall remove its banners from the City's street light poles within 15 days from date of the City's revocation or removal notice. If the permit holder fails to remove its banners as directed, then the City or its contractors may remove the banners, and the permit holder will be responsible for all costs the City incurs. Furthermore, if the permit is revoked, the City will not be liable for any costs of whatever nature incurred or suffered by the permit holder or anyone else in connection with revocation of the permit or removal of the banner(s).

The revocable permit is a one-time fee per Permit Holder requesting to place banners on a one-time, ongoing, or regular basis.

#### Fees

- \$490 New Application (includes the Revocable Permit of \$190 plus \$300 for encroachment inspection and administration)
- \$190 Renewal/Extension or New Contractor/Installer

If a new contractor is hired by the permit holder during the validity of the permit, the permit holder will be required to submit a renewal permit with associated fees. Any addition to the number of banners already permitted, will constitute a new event, and require a new permit with associated fees. However, if the Permit Holder represents a recognized geographic area (i.e. Business Improvement District (BID) or Neighborhood Association) the fee for additional banners within the area will be waived.

#### Approval Process

The street banner process from receipt of an application to final approval is shown below as a typical timeframe of three weeks for the process.

- Day 1 Application, fee, banner design and wording, and proof of insurance are received at:  
Development Engineering, 300 Richards Blvd., Second Floor
- Days 8 - 20 Site inspection of requested poles, banner design and wording review, insurance review etc.
- Day 21 Application is approved, revocable permit is issued and applicant is notified
- Day 21 Permit Holder can proceed to have banners made and installed

#### Banner Placement and Duration

Banner placement is subject to the priority of the activity or event and availability of the City's street-light poles. Banners for a specific activity or event may be installed 30 days prior to the date of the event, and must be removed by the date specified in the permit (typically, one month after the date of the activity or event). Banners not promoting a date specific event or activity may be displayed for the period specified in the permit, which may not exceed 12 months. Although upon request, the City may grant an extension for an additional 12 months. The applicant should take into consideration the permit processing time and banner fabrication/installation time in relation to the desired date for installation to determine when to submit an application.

### Banner Specifications

- Banner Size:** Banners placed on the City's street-light poles that have a mast or "cobra" design must be manufactured for exterior use and may not exceed 30 inches in width and 96 inches in length.  
Banners placed on City's "post top" street-light poles must be manufactured for exterior use and may not exceed 30" inches on width and 60" in length.  
Banners placed on the City's ornamental street-light poles must be manufactured for exterior use and may not exceed 24 inches in width and 36 inches in length.
- Double Sided:** All banners must be double-sided so that the design is shown on both sides.
- Material:** Banners must withstand a wind load of 80 mph and have an ultra-violet inhibitor to retard fading and tearing.  
Banners must have a four-inch sleeve on the top and bottom for mounting.  
Banner design shall not be retro-reflective and shall not mimic or resemble traffic a control device in the California Manual on Uniform Traffic Control Devices (MUTCD).
- Mounting:** Banners must be fastened to the street-light poles using mounting hardware with heavy spur grommets and must withstand a wind load of 80 mph. For ornamental street-lights, the mounting bracket must be lined with a neoprene gasket or shall be powder coated with a thickness of 3-4 mil matching the color of the pole
- Sponsor ID:** Any sponsor identification may occupy no more than 15 percent of the total banner area, and must be on the bottom portion of the banner. However, if a sponsor's name is in the title of the event, the mention of the sponsor's name in the event title may occupy up to an additional 20 percent of the total banner area and must be in a font size no larger than the font size used for the rest of the event name.

### Banner Display Standards and Restrictions

Banners must be displayed on mid-block street-light poles or on corner poles that do not support traffic signal arms. Banners on an ornamental street-light pole must be at least 7 feet above the sidewalk grade and banners on post top street-light pole must be at least 10 feet above sidewalk grade. These banners must not overhang a roadway. Banners on street-light poles that have a mast or "cobra" design must be at least 17 feet above street grade. (See Appendix B – Banner Size and Pole Placement Diagram)

Banners may not be displayed in any of the following ways:

- In a way that visually blocks any city sign on the pole.
- In any manner that obstructs vision of motor-vehicle operations, interferes with or confuses drivers, or endangers pedestrians in any way.
- On traffic-signal poles.

### Banner Manufacture, Installation, Removal, and Storage

Permit holders are responsible for all activity and cost relating to the design, production, printing, installation, hardware, maintenance, removal, and storage of the banners.

Banners must be removed from street-light poles at the end of the specified period, or within one month after an event where the date is specified on the banner, or when directed to do so by the City. Permit holders that fail to remove banners at the specified time will be required to reimburse the City for the cost of removing the banners, including administrative staff cost, and may forfeit the banner and hardware.

The City will inspect and monitor banner installations.

The City may refuse to issue a permit for the placement of banners that are in poor condition. The City may also request that permit holders remove, at no cost to the City, any banners that in the City's sole discretion that are defective, faulty, frayed, ripped, or otherwise unsightly.

#### Maximizing Impact of Banner Design

Effective banner designs include the following.

- Feature simple and bold graphics
- Use of text is limited to event or location names and date.
- Bright colors that have significant contrast to one another provide the best visual impact.
- Use a font readable at a distance.
- Sponsor's name's shall not dominate the banner purpose or message

#### Liability

Banners are the property and responsibility of the permit holders, who are also responsible for all costs associated with displaying the banners and securing all necessary approvals related to the banners. The City is not responsible for loss of or damage to banners for any other cause such as wind, weather, theft, vandalism, fire, earthquakes or acts of God.

Permit holders are responsible for all costs to repair damage to the City's street-lights, street-light poles, or other City facilities caused by the banners or the installation or removal the banners.

#### **Insurance Requirements for Street-Light Pole Banner Permit Holder**

During the entire term of this permit, Permit Holder shall maintain the insurance coverage described in this Section

It is understood and agreed by the Permit Holder that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Permit Holder in connection with this permit.

##### A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than five hundred thousand dollars (\$500,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (a) The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Permit Holder, products and completed operations of Permit Holder, and premises owned, leased or used by applicant.
- (b) Permit Holder's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of Permit Holder's insurance and shall not contribute with it.
- (c) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.
- (d) Permit Holder shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in the application.
- (e) Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.
- (f) Permit Holder shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A.
- (g) The CITY may withdraw its offer of application or cancel this application if the certificates of insurance and endorsements required have not been provided prior to execution of this application.

#### **Insurance Requirements for the Company Installing the Banners**

During the entire term of the installation of the banners, CONTRACTOR shall maintain the insurance coverage described in this Section.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

##### **A. Minimum Scope & Limits of Insurance Coverage**

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than five hundred thousand dollars (\$500,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than five hundred thousand dollars (\$500,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.
- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than five hundred thousand dollars (\$500,000). The Worker's

Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

Violations of Policy

Any violation of this policy during the term of a prior permit issued to the permit holder will result in denial of a new permit for one year.

APPENDIX

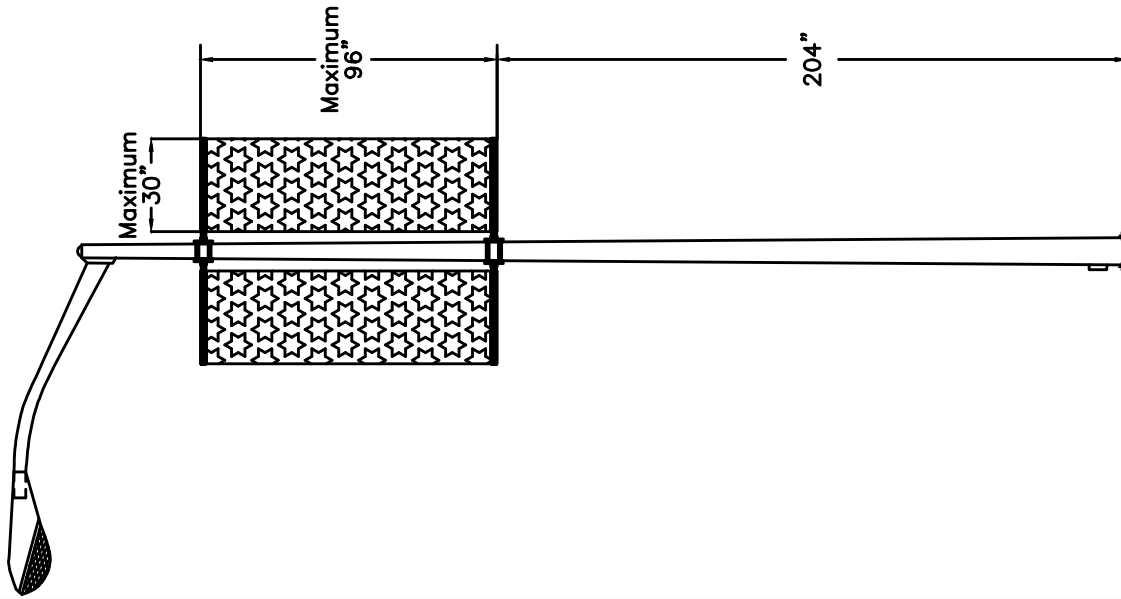
A – Street-Light Pole Banner Application & Traffic Control

B – Banner Size and Pole Placement Diagram

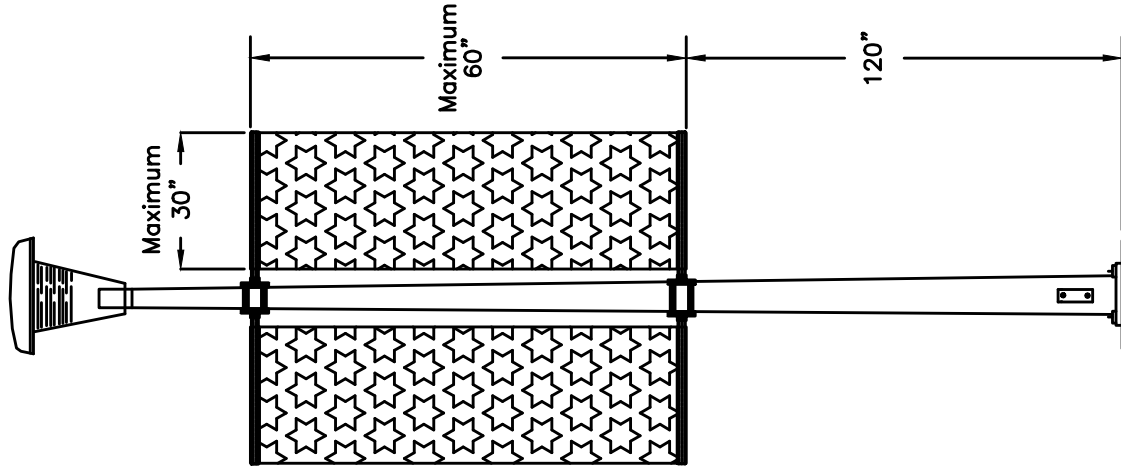
C – City Sacramento Resolution No. 81-845

APPENDIX B  
Banner Size and Pole Placement Diagram

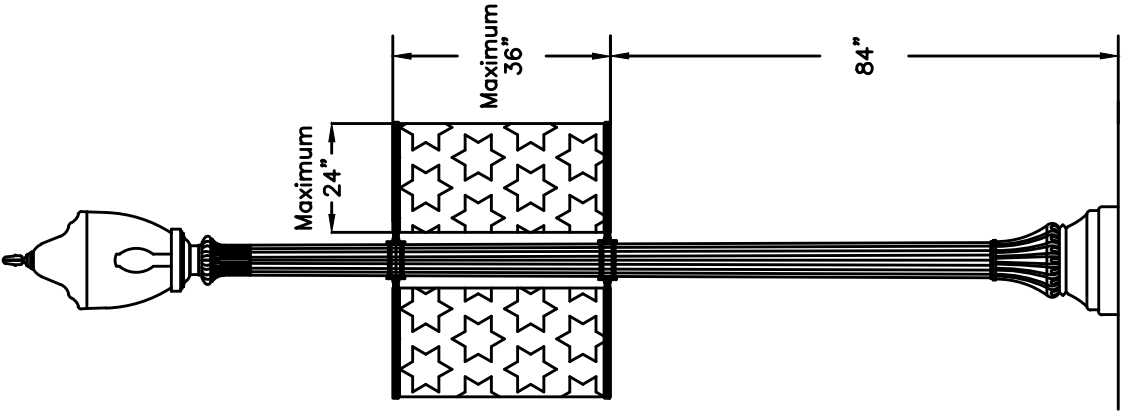
Mast arm or Cobra Pole



Post Top Street Light Pole



Ornamental Street Light Pole



Banners may not be displayed in any of the following ways:

- . In a way that visually blocks any city sign on a pole.
- . In any manner that obstructs vision of motor vehicle operations, interferes with or confuses drivers, or endangers pedestrians in any way.
- . On a traffic signal pole.



# RESOLUTION NO. 81-845

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

NOV 17 1981

RESOLUTION AMENDING PARAGRAPHS 21 AND 22 OF  
RESOLUTION NO. 77-611, RESOLUTION APPROVING  
GENERAL PROVISIONS FOR REVOCABLE ENCROACHMENT PERMITS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That except as otherwise provided in the special provisions thereof, all revocable encroachment permits hereafter issued by the City Council pursuant to Article IV of Chapter 12 of the Sacramento City Code shall be subject to the following General Provisions:

## GENERAL PROVISIONS - REVOCABLE ENCROACHMENT PERMIT

1. Authority and Definitions. This permit is issued under Article IV of Chapter 12 of the Sacramento City Code. The term "city property" means any real property in which the City has a possessory interest except a street. The term "street" as used herein includes all or any part and the entire width or right-of-way of a city street or alley whether or not such entire area is actually used for street or alley purposes. The term "street" also includes any utility easement or right-of-way held or owned by the City. The term "encroachment" as used herein includes any tower, pole, poleline, pipe, pipeline, fence, billboard, stand or building, tree, shrub, plant, crop or vegetation, or landscaping material or any structure or object of any kind or character not particularly mentioned herein which is placed in, under or over any portion of the street or city property.

The term "grantor" shall mean the City of Sacramento, its successors and assigns. The term "permittee" shall include the person to whom this permit is issued and his successors and assigns and the provisions of this permit shall be binding upon said successors and assigns.

The term "work" shall mean the construction, placement, installation or planting of an encroachment on city property or within any street.

2. Revocable. The permit is granted solely for the purpose specified in the permit, and any other use without the prior written consent of the City Engineer shall cause the permit to be revoked. Except as otherwise provided for public agencies, this permit may be revoked with or without cause at any time by the City Engineer giving five (5) days written notice to permittee. The notice shall be mailed to the permittee at the address given herein and no other form of giving or serving notice shall be required to effectuate a revocation of this permit. Permittee agrees that grantor shall not be liable for any damages or consequential loss whatsoever which may result from revoking the permit.

3. Acceptance of Provisions. This permit shall not be effective until the provisions of this permit are accepted in writing by the permittee; provided, however, accomplishing any work under this permit without written acceptance of its provisions shall constitute an acceptance of its provisions.

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4. No Precedent Established. This permit is granted with the understanding that this action is not to be construed to establish any precedent on the question of preference or expediency of permitting any certain kind of encroachment to be constructed or located within the right-of-way of any City street or on any City property.

5. Notice Prior to Starting. Before starting work, the permittee shall notify the City Engineer or his designated representative of the date work is to commence. Such notice shall be given at least three (3) working days in advance of the date work is to begin. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the grantor's inspector.

6. Permits for Other Agencies. Permittee shall, whenever the same is required by law, secure any required written order or consent to any work hereunder from the Public Utilities Commission of the State of California, Caltrans or any other public agency having jurisdiction, and this permit shall be suspended in operation unless and until such order or consent is obtained.

If the work involves trenching to a depth in excess of sixty (60) inches, the permittee shall secure a trenching permit from the Division of Industrial Safety (2422 Arden Way, Telephone 445-5818) prior to commencing any excavation. A copy of the trenching permit shall be available at the construction site. Permittee shall comply with all terms and conditions of the trenching permit and the laws, rules and regulations applicable thereto.

7. Permit Presentation. The permits for encroachments on streets are required to be at the site of the work and must be shown to any representative of the grantor or any law enforcement officer on demand. The permit for encroachments on City property may be kept elsewhere than at the site, but the permit must be shown to any representative of the grantor or any law enforcement officer on demand.

8. Protection of Traffic and Utilities. Permittee shall determine the location of and protect and support all utilities in the public rights-of-way and shall bear the entire cost of any damage to utilities or any relocation or reconstruction made necessary by the work. Adequate provision shall be made for the protection of the traveling public. If the nature of the work is such that any barricades, lights or flagmen are necessary, permittee shall furnish the same at his sole cost and expense before starting work.

9. Minimum Interference with Traffic. All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public.

10. Storage of Material. No material shall be stored within the traveled right-of-way. No supplies or equipment shall be stored on other portions of the right-of-way until permittee is ready to start work.

11. Clean Up Right-of-Way and City Property. Upon completion of the work, all construction materials and supplies, spilled concrete or oils, weedy plant growth, scraps, refuse and garbage shall be entirely removed and the right-of-way and City property left in as presentable condition as before work started.

12. Standards of Construction. All work shall conform to recognized standards of construction.

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13. Supervision of Grantor. All the work shall be done subject to the supervision of, and to the satisfaction of, the City Engineer or his duly authorized representatives. Work undertaken by the permittee shall not deviate from that shown on the plan or plans submitted by permittee in connection with the filing of the application for this permit without the prior written consent of the City Engineer. The City Engineer or his representative may order the permittee to immediately cease any work if it appears that said work is being done in violation of the terms of this permit. Thereafter, work shall not be undertaken until said violation is corrected to the satisfaction of the City Engineer or his duly authorized representative.

14. Future Moving of Installation. Whenever construction, reconstruction or maintenance work on the street or City property may require upon request of the grantor, the installation provided for herein shall be removed or revised at the sole expense of the permittee within five (5) days of such notice.

15. Expense of Inspection. On work which requires the presence of an employee of the grantor as inspector, the salary, traveling expense and other incidental expense of such inspection shall be paid by the permittee upon presentation of a bill therefor.

16. Maintenance. The permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by permittee in the street or City property and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the street or City property which occurs as a result of the maintenance of the encroachment in the street or City property or as a result of the work done under this permit, including any and all injury to the street or City property which would not have occurred had such work not been done or such encroachment not placed therein. Encroachments on City property shall be maintained so that they have a presentable appearance.

In the event this permit is granted in whole or in part for the purpose of allowing plants to be installed and maintained by permittee, permittee shall maintain such plants in presentable and healthy condition, including but not limited to, proper watering, fertilizing, pruning and replacement where necessary and permittee shall maintain all planter beds, areas and containers in which such plants are installed and maintained free from weeds, rubbish, and garbage. If any planter is to be maintained pursuant to this permit, it shall be equipped with a suitable irrigation system. The grantor may revoke the permit for failure to maintain the encroachment.

17. Submit Location Plan. Immediately upon completion of any underground or surface work, the permittee shall furnish to the City Engineer plans showing location and details of such work.

18. Liability for Damage. The permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the permittee's part to perform his obligations under the permit in respect to maintenance. In addition, permittee is responsible for all liability of the grantor, its officers and employees which may arise out of, or be connected with, the duties to be performed by the grantor, its officers and employees in connection with the approval of the design of said work, the inspection of said work, or the supervision of said work, or the existence of the encroachment, pursuant to the terms of this permit. In the event any claim of liability heretofore mentioned is made against the grantor, or any department, officer, or employee thereof, permittee shall defend, indemnify and hold them and each of them harmless from such claim, and any loss, cost, expense or liability arising therefrom including, but not limited to, attorneys' fees.

19. Repairs. Permittee shall repair any existing improvements damaged in the course of the work, or by the existence of the encroachment, or any maintenance done in conjunction therewith. In the event permittee shall not accomplish repair as required pursuant to this permit, grantor shall have the right, but not the obligation, in addition to all other rights grantor has at law and in equity, to cause repairs to be made on behalf of permittee. In the event grantor shall so elect, permittee shall pay to grantor on demand the cost of any such repairs, including but not limited to grantor's administrative expenses. The right of grantor to make repairs pursuant to this paragraph may be exercised without notice, and no prior notice from grantor to permittee concerning repairs shall be construed to require grantor to give any additional notice to permittee prior to accomplishing repairs according to this paragraph, nor shall the absence of any such notice or additional notice in any manner decrease or affect permittee's obligation to pay the costs of such repairs. Grantor shall in no event be liable for any loss suffered by permittee as a result of making repairs according to this paragraph.

20. Care of Drainage. If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the permittee to provide for it as may be directed by the grantor.

21. Liability Insurance. Permittee shall take out, pay for and maintain during the period in which this permit is in effect, a policy of public liability and property damage insurance protecting himself, his agents and employees against the liability or injury or death sustained or suffered by the public or damage to the property of the public by reason of the work carried on under this permit or the encroachment maintained hereunder. Public liability insurance shall be for the limits of at least \$300,000 for the injuries to one and \$500,000 for injury to more than one person and property damage limits shall be for the sum of \$100,000. The insurance shall be placed with a company satisfactory to the Risk Management & Insurance Division of the Department of General Services, and one copy of the Certificate shall be furnished to the Risk Management & Insurance Division, prior to the date that work under this permit is commenced. Said policy or policies of insurance shall name the grantor, its officers and employees as additional named insureds and shall contain an endorsement precluding cancellation or reduction in coverage without giving the Risk Management & Insurance Division at least ten (10) days notice prior thereto.

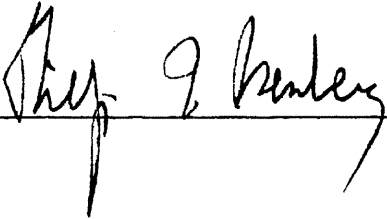
22. Surety Bond. If required on the face hereof, this permit shall not be effective for any purpose unless and until the permittee files with the Risk Management & Insurance Division of grantor a corporate surety bond in the amount specified on the face hereof, said bond to fully assure the performance by permittee of all obligations imposed upon permittee under the provisions of this permit.

23. Permittee's Obligations to Remove Encroachments. In the event this permit is revoked at any time, within five days thereafter, permittee shall commence work to remove any improvement established pursuant to this permit and to restore the affected City property and any street to the condition it was in prior to the commencement of the encroachment, and permittee shall diligently prosecute such work to completion. In the event permittee does not commence such work within five days or if, at any time after commencement of such work, the City Engineer determines that permittee is not diligently pursuing such work, grantor may do,

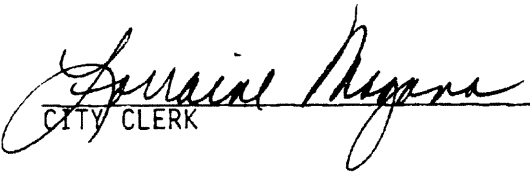
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23. Permittee's Obligations to Remove Encroachments (cont'd)

or cause to be done, such work, and permittee shall pay the cost of same, including, but not limited to grantor's administrative costs, upon demand. Grantor shall in no event be liable to permittee for any loss suffered by permittee, directly or indirectly, as a result of grantor accomplishing any work pursuant to this paragraph.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

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