

CITY OF RIVERSIDE



CITY COUNCIL MEMORANDUM

HONORABLE MAYOR AND CITY COUNCIL

DATE: AUGUST 28, 2001

ITEM NO.: 40

SUBJECT: STREET LIGHT BANNER PROGRAM - LICENSE AGREEMENT

BACKGROUND:

Staff has been working for some time to implement a Street Light Banner Program whereby businesses, civic groups, schools, etc. would be permitted to install banners on street light poles to promote citywide community events and or local business districts. The issue of installing banners on City street lights which has been handled on a case by case basis was initially referred to the Land Use Committee in 1999 and eventually approved by City Council that same year. As approved by City Council, the Banner Program is designed to allow the installation of banners on street light poles within nine specified areas. The banners must meet size requirements and are not permitted to advertise businesses or their activities. To insure banner content, size and installation meets all of the City's requirements the banners are to be installed by a contractor hired by the City on an annual contract basis.

Staff initially requested proposals about 18 months ago from eleven banner vendors to implement the program with only four vendors responding. Staff began negotiations with the vendors, however, during negotiations all of the vendors took exceptions to various portions of the specified Banner Program requirements. The most common exception was to allow the vendor to furnish and install the banner exclusively as opposed to only installing the banner as originally specified by City staff. In addition, staff noted several components of the original procedures and guidelines that increased costs significantly for prospective participants. These included bracket and mounting and hardware costs, installation fees, and City fees. Consequently, staff brought these issues back to the Land Use Committee for review. As a result of discussions with the Land Use Committee, several modifications to the "Banner Procedures" were made and staff began negotiations once again.

The apparent most qualified company was determined to be Dekra-Lite located in Corona. Dekra-Lite was chosen because of their experience with municipal and private banner programs and because their proposed banner, installation, and bracket costs were the lowest amongst the four proposals. Staff has concluded negotiations with Dekra-Lite and is recommending that the City Council authorize executing the attached three year license agreement to permit them to install and furnish street light banners in designated areas. The Street Light Banner Program in general consists of the following:

- There are two types of banners that will be allowed to be installed on City street light poles: 1) Community or District Banners, and 2) Special Event Banners.
- Community or District Banners are only permitted to display a recognized community area, commercial district, holiday or season. These banners can be installed for an unlimited amount of time but must be removed to allow the placement of Event Banners.
- Event Banners must only display information about a special event that serves a civic or public interest. Event Banners are only allowed to be displayed for 60 days.
- Public Works Department staff administers the Banner Program with all applications subject to Panning Department review and approval.
- Typical Banner costs including production and installation will range from \$180.00 to \$300.00 per banner depending on the style and number of colors used in the production of the banner.
- Applicants will be able to use other companies to produce the banner but installation costs will be higher to recoup the bracket costs.
- The License Agreement with Dekra-Lite will be for a three period.
- Dekra-Lite will provide a guarantee for material and workmanship for all installed banners and appurtenances for a three period.
- This Banner Program does not include the Cross Street Banners permitted at three locations in the City. These banners will continue to be administered in the same manner as they are now.

In addition, during final license negotiations it became apparent that bracket installation for the banners was a significant item that could add up to \$50 to the cost for installing each banner. This is because the vendor is taking all of the risk in approximating how many banners will be installed during the life of the agreement. In order to make the banner costs more reasonable, a provision is included in the agreement that guarantees the vendor will be reimbursed for all of the bracket installation costs. The vendor has only included 25% of the costs for the bracket in the overall cost to install a banner. If the vendor installs a banner four times at this location then the bracket cost is fully recovered. If a banner is installed less than four times the City will reimburse the vendor accordingly. Funds for any reimbursement will come from a \$5.00 per month per pole fee established to cover City administration costs, a portion of the bracket costs, as well as a means to generate revenue for the program to allow banners to be installed for special City endorsed civic and cultural events.

FISCAL IMPACT:

None. The program is self-funded. The collected fees will offset administration costs.

ALTERNATIVES:

Reject the license agreement and direct staff to modify the regulations further before requesting new proposals. Council should give direction as to those areas that need further review.

RECOMMENDATION:

Staff recommends that the City Council:

- 1) Authorize the City Manager or his designee to execute the license agreement with Dekra-Lite Inc. for the production and installation of banners in the Public Right of Way , and
- 2) Substitute a flat fee of \$5.00 per pole per month in lieu of the 10% surcharge approved by Council as part of the adopted Banner Regulations to pay for program administration, develop a fund to defray deferred bracket costs and assist civic groups.

Prepared by:


 Rick McGrath
 Public Works Director

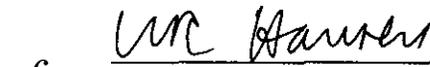
Approved by:


 Lawrence E. Paulsen
 Acting City Manager

Concurs with:

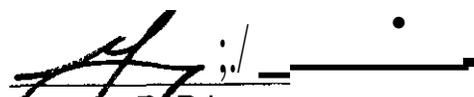
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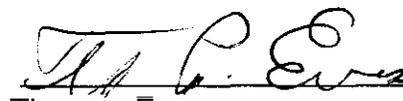

 Paul C. Sundeen
 Asst. City Manager - Development


 Paul C. Sundeen
 Finance Director

Approved as to form:

Concurs with:


 Gregory P. Priamos
 Acting City Attorney


 Thomas Evans
 Public Utilities Director

Attachment

cc: City Clerk
Legal

F:\PUBLISH\COUNCIL\PENDING\BANNERCR.DOC

**AGREEMENT FOR
CITY BANNER PRODUCTION, INSTALLATION AND REMOVAL**

DEKRA-LITE INDUSTRIES, INC.

THIS AGREEMENT is made and entered into this day of
2001, by and between the City of Riverside, a municipal corporation ("City"), and Dekra-Lite
Industries, Inc. 3041 S. Orange Ave., Santa Ana, CA 92707, ("Contractor"), with respect to the
following facts:

RECITALS:

WHEREAS, City requires the services of a Contractor who is experienced in banner IO
design, banner production, banner bracket installation, banner installation, banner removal and
storage, which services are more fully set forth in Exhibits "A", "B" and "C" (the "Exhibits"),
attached hereto and incorporated herein by this reference (the "Services").

WHEREAS, Contractor has the necessary personnel and experience to provide the
Services.

WHEREAS, the selection of Contractor is expected to achieve the desired results in an
expedited fashion; and

WHEREAS, Contractor has submitted a proposal to City and has affirmed its willingness
and ability to perform the Services;

NOW, THEREFORE, City and Contractor agree as follows:

I. Retention of Contractor. City retains Contractor to perform, and Contractor agrees to
render, the Services for installation of street banners as defined in the Exhibits and in accordance
with the terms and conditions set forth herein.

2. Standard of Performance. While performing the Services, Contractor shall exercise
the reasonable professional care and skill customarily exercised by reputable members of
Contractor's profession practicing in the Metropolitan Southern California Area, and shall use
reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. The term of this Agreement shall become effective on the date first written

above, and shall remain in effect for three (3) years, unless otherwise terminated pursuant to the provisions stated herein ("Term").

4. Personnel. Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Contractor recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services.

5. Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

6. Banner Program Administrator. An individual shall be appointed by the City Manager or his designee, ("Banner Program Administrator") to be responsible for coordinating City banner permits, inspecting banners and banner placement, responding to complaints concerning banners, resolving complaints or problems concerning banners, collecting pole fees owing City ("Banner Program"), and administration of this Agreement ("Agreement Administrator").

7. Compensation to Contractor. Contractor shall be entitled to receive compensation for the construction, if any, and installation of street banners applied for by each person, group, agency, or entity (collectively "Applicant(s)"), as set forth in Exhibits "B" and "C" attached hereto.

7.1 When community, commercial district, seasonal, holiday, or special event banners must be removed to allow for installation of other banners, Contractor shall remove, store, and replace the banners at no charge to Applicant(s) unless otherwise agreed in writing by Applicant and Contractor.

8. Compensation to City. Contractor shall pay to City a pole fee ("Pole Fee") for use of City's poles for installation and hanging of banners. The Pole Fees shall cover the costs of the Banner Program Administration and shall be collected by the Banner Program Administrator. The Pole Fees and related regulations are fully set forth in Exhibits "B" and "C" attached hereto.

9. Application Processing Responsibilities. Contractor shall be responsible to obtain approval for all pole locations included with the Specifications set forth in Exhibit "A" attached

hereto. Contractor shall forward Applicant's completed Banner Permit Application (and
2 Addendum, if required) together with the Banner Pole Fee, payable to the City, to the Banner
3 Program Administrator.

4 I 0. Prior City Approval. Prior to installation of banners, all banner designs, content and
5 colors are subject to review and approval by the Banner Program Administrator.

6 I 0.1 Utility Pole Use Approval. Installation of banners and banner brackets on City
7 utility poles are subject to prior approval by the City's Department of Public Utilities and Public
8 Works Department. After initial approval is received, Contractor may use approved utility poles for
9 hanging of subsequent banners without receiving additional approval from the Departments.

10 I 0.2 Banner Removal. The City reserves the right to remove any banner not previously
11 approved by the Banner Program Administrator, or prior approval to use utility poles was not
12 obtained from the Departments of Public Utilities and Public Works.

13 I 0.3 Banner Specifications. Contractor agrees that all banners shall conform to the
14 Specifications as set forth in Exhibit "A" attached hereto.

15 I 0.4 Safe Placement of Banners. Contractor shall place installation equipment and
16 banners so as to minimize hazards to pedestrian and vehicular traffic. The City reserves the right to
17 remove banners which, for any reason, pose a threat to public health or safety, regardless of prior
18 approval.

19 11. Right of Access. Contractor has the right of access to City-owned properties and
20 facilities specifically for, and limited to the purpose of performing the Services required by this
21 Agreement, during the times and upon approval of the Banner Program Administrator for the Term
22 of the Agreement.

23 12. Independent Contractor. Contractor shall at all times during its performance of the
24 Services retain its status as independent contractor. Contractor's employees and agents shall under
25 no circumstances be considered or held to be employees or agents of City, and City shall have no
26 obligation to pay or withhold state or federal taxes or provide workers' compensation or
27 unemployment insurance for or on behalf of them or Contractor.

1 3. Indemnification. Except as to sole negligence, or willful misconduct of City,
2 Contractor shall defend, indemnify and hold the City, its officers and employees, harmless from any
3 and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which
4 arises out of or is in any way connected with the performance of Services under this Agreement by
5 Contractor or any of the Contractor's employees, agents or subcontractors and agents for
6 compensation for Services rendered to Contractor in the performance of this Agreement,
7 notwithstanding that City may have benefitted from the Services. This indemnification provision
8 shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or
9 passive, on the part of Contractor's employees, subcontractors or agents.

10 The parties expressly agree that any payment, attorney's fee, costs or expense City incurs
11 or makes to or on behalf of an injured employee under the City's self-administered workers'
12 compensation is included as a loss, expense or cost for the purposes of this Section, and that this
13 Section shall survive the expiration or early termination of the Agreement.

14 14. Workers' Compensation Insurance. By executing this Agreement, Contractor
15 certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the
16 State of California requiring every employer to be insured against liability for workers'
17 compensation or to undertake self-insurance before commencing any of the work. Contractor shall
18 carry the insurance or provide for self-insurance required by California law to protect said
19 Contractor from claims under the Workers Compensation Act.

20 Prior to City's execution of this Agreement, Contractor shall file with City either (1) a
21 certificate of insurance or self-insurance evidencing that such insurance is in effect, or that
22 Contractor is self-insured for such coverage; or (2) a certified statement that Contractor has no
23 employees, and acknowledging that if Contractor does employ any person, the necessary certificate
24 of insurance will immediately be filed with City. Any certificate filed with the City shall provide
25 that City shall be given ten (10) days prior written notice before modification or cancellation
26 thereof.

27 15. Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and

1 shall thereafter maintain during the term of this Agreement, such commercial general and
2 automobile liability insurance as required to insure Contractor against damages for personal injury,
3 including accidental death, as well as from claims for property damage which may arise from or
4 which may concern operations or by anyone directly or indirectly employed by, connected with, or
5 acting for or on behalf of Contractor.

6 All liability insurance shall be issued by insurance companies authorized to transact
7 liability insurance business in the State of California.

8 Contractor's commercial general liability policy shall cover both bodily injury (including
9 death) and property damage (including but not limited to premises-operations liability, products-
10 completed operations liability, independent contractors liability, personal injury liability, and
11 contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000
12 aggregate.

13 Contractor's automobile liability policy shall cover both bodily injury and property
14 damage in an amount not less than \$1,000,000 per-occurrence limit, unless otherwise approved by
15 the City's Risk Manager and the City Attorney, or their designees.

16 These minimum amounts of coverage shall not constitute any limitation or cap on
17 Contractor's indemnification obligations under Section 9 hereof.

18 Insurance policies or original certificates and additional insured endorsements evidencing
19 the coverage required by this Agreement, for both commercial general and auto liability, shall be
20 filed with City and shall include City, its officers and employees as additional insureds. Said
21 policies shall be in the usual form of commercial general liability insurance, but shall include the
22 following provisions:

23 Solely as respects work done by and on behalf of the named insured for the City of
24 Riverside, it is agreed that the City and its officers and employees are added as additional
insureds under this policy.

25 The policies shall not be canceled unless thirty (30) days' prior written notification of
26 intended cancellation has been given to City by certified or registered mail.

27 City, its agents and employees make no representation that the limits of the insurance

specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor.

If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

16. Business Tax. Contractor understands that its performance of the Services will constitute doing business in the City of Riverside, and it shall, therefore, register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code.

17. Time of Essence. Time is of the essence for each and every provision of this Agreement.

18. City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with the project.

19. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, description, computer program data, input record data, written information, and other materials either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor, except as otherwise directed by the Contract Administrator. Nothing furnished to Contractor which is otherwise known to the Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs, or any publicity pertaining to the Services or the project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

20. Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

21. General Compliance with Laws. Contractor shall keep fully informed of federal,

state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of Contractor's Services with all applicable laws, ordinances and regulations.

22. Amendments This Agreement may be amended or supplemented only by written documents signed by both parties.

23. Termination. In the event of a substantial failure of performance by Contractor, City may terminate this Agreement upon a ten (10) day written notice to Contractor. The ten-day notice period shall be used by both parties in an attempt to negotiate resolution of disputes and remedy any breach. This Agreement may be also be terminated by City if the City determines to remove all banners from City-owned property and to eliminate the Banner Program.

23.1 Ownership of Brackets Upon Termination. Upon the three-year expiration or termination as defined in Section 27 above, the City shall become the lawful owner of all installed brackets.

24. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

25. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City
Director, Public Works Department
City of Riverside
3900 Main Street
Riverside, CA 92522

Contractor
Dekra-Lite Industries, Inc.
3041 S. Orange
Santa Ana CA 92707

26. Successors and Assigns. It is mutually understood and agreed that this Agreement

1 shall be binding upon City and Contractor and their respective successors. Neither this Agreement
2 or any part hereof nor any monies due or to become due hereunder may be assigned by Contractor
3 without the prior consent of the Contract Administrator.

4 27. Nondiscrimination. During Contractor's performance of this Agreement, Contractor
5 shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age,
6 physical disability, mental disability, medical condition including the medical condition of Acquired
7 Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual
8 orientation, in the selection and retention of employees and Subcontractors and the procurement of
9 materials and equipment, except as provided in Section 12940 of the California Government Code.
IO Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in
II the performance of this Agreement.

12 28. Severability. Each provision, term, condition, covenant and/or restriction, in whole
13 and in part, in this Agreement shall be considered severable. In the event any provision, term,
14 condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid,
15 unconstitutional, or void for any reason, such provision or part thereof shall be severed from this
16 Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of
17 this Agreement and the remainder of the Agreement shall continue in full force and effect.

18 29. Authority. The individuals executing this Agreement and the instruments referenced
19 herein on behalf of Contractor each represent and warrant that they have the legal power, right and
20 actual authority to bind Contractor to the terms and conditions hereof and thereof.

21 //

22 //

23 //

24 //

25 //

26 //

27

[Signatures on following page]

IN WITNESS WHEREOF City and Contractor have caused this Agreement to be duly
executed on the day and year first above written

CITY OF RIVERSIDE, a
municipal corporation

DEKRA-LITE INDUSTRIES, INC.

By: _____
City Manager

By:  _____
JEFF LOPEZ

[Printed Name]
PRESIDENT

[Title]

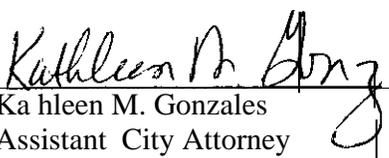
Attest: _____
City Clerk

By:  _____
JEFF LOPEZ

[Printed Name]

[Title]

APPROVED AS TO FORM:

By:  _____
Kathleen M. Gonzales
Assistant City Attorney

5/23/01
[AGR9920!602.KG]

EXHIBIT A

BANNER SPECIFICATIONS

Vertical and Event Banners (Figure B)

a. Dimensions: Two sizes of vertical banners shall be allowed. The small size banner is intended for shorter light standards, such as the historic Corsican style poles located in the Market Place. The large size banner is intended for taller cobra style street light poles. The small size banner shall measure a maximum of 50 inches in length by 20 inches in width. The large size banner shall measure a maximum of 94 inches in length by 31 inches in width.

b. Materials: Vertical banners shall be fabricated Pyrotone, cotton, poly blend, CSFM Flame retardant, 14 oz. Sq. yd or equivalent.

c. Finishing: Double reinforced stitching on sides, four (4) inch top and bottom pockets, top and bottom grommets,- printed both sides. VB-UV inks on no fade fabric, three year guarantee.

d. Attachment Hardware: Banner support brackets shall be extruded aluminum designed to allow the removal of the banner support arms without removing the brackets. Brackets shall be mounted on street light fixtures using 3/4-inch stainless steel straps and buckles. All attachment hardware shall be supplied by the contractor. An equivalent mounting system may be substituted with the approval of the City ofRiverside.

e. Locations: All vertical banners shall be placed on concrete marbelite or steel street light poles. In the Market Place banners may be placed on concrete Corsican style street light poles with acorn style lighting fixtures. Only one banner may be placed on each street light pole. Vertical banners shall not be permitted within 50 feet of a traffic signal, or in any location that obstructs the view to a traffic signal, an official directional sign, or an official regulatory sign. The minimum clearance from a vehicle travel or parking lane to the lowest part of any banner shall be 12 feet. Vertical banners shall only be located within the following street corridors:

Downtown:

Market Street-
Mission Inn Avenue-

First Street to Fourteenth Street
BNSF Railroad to Fairmount Blvd.

Magnolia Center:
Central Avenue-
Magnolia Avenue-
Brockton Avenue-

Riverside 91 Freeway to School Circle
Jurupa Avenue to Arlington Street
Nelson Street to Magnolia Avenue

Arlington Village:
Magnolia Avenue-
Van Buren Blvd.-

Jackson Street - Harrison Street
Riverside 91 Freeway to Hayes Street

Tyler Galleria:
Magnolia Avenue-
Tyler Street-

Between Hole Avenue and Banbury Dr
Riverside 91 Freeway to Hole Avenue

Market Place:
Vine Street-

Third Street to Fourteenth Street

University Avenue Corridor/UCR:
University Avenue-

1-215 to Ottawa Avenue

Riverside Community College:
Magnolia Avenue-
(immediate frontage only)-

Terracina Dr to Ramona Dr

California Baptist College:
Magnolia Avenue-
(immediate frontage only)-

Adams Street to Monroe Street

La Sierra University:
Pierce Street-
(immediate frontage only)-

Sierra Vista Ave. to Golden Ave.

Special Seasonal Decorations:

- a. Generally: Seasonal decorations that are constructed of materials other than specified above may be installed during special holiday seasons, such as the Christmas/Hanukkah holiday season.
- b. Dimensions, materials, construction, and attachment hardware: Subject to Planning, Public Works, and Public Utilities Departments approval.
- c. Locations: Seasonal decorations shall be located on the same light poles used for community/commercial district banners.
- d. Applicant is responsible for all installation and removal costs including removal and re-installation of existing banners. All removal and re-installation must be performed by licensee.

Special Public Cultural Banners (Figure C)

- a. Generally: Special cultural banners shall be allowed for the Municipal Auditorium, Municipal Museum, and Municipal Art Museum.
- b. Dimensions: Special Public Cultural banners shall measure a maximum of 48 inches in width and 94 inches in length.
- c. Materials and Construction: Facings shall be constructed of 3 mil Diabond panels or equivalent. Changeable copy portion shall be constructed of 2 mil Diabond or equivalent. Graphics shall be inked vinyl, silkscreen or other permanent application.
- d. Attachment Hardware: Banners shall be securely attached to brackets that shall be clamped to cobra style light standards.
- e. Locations: Two banners shall be allowed on each light standard. All such banners shall be located on cobra style light standards as follows.

Municipal Auditorium:

Two locations on Mission Inn Avenue, one immediately in front of the Municipal Auditorium, and the other directly across Mission Inn Avenue from the Auditorium.

Art Museum: One location on Mission Inn Avenue, immediately in front of the Art Museum.

Municipal Museum: One location on Mission Inn Avenue, immediately in front of the Municipal Museum.

Fees - Per Pole

City of Riverside Processing Fee:	\$5.00
Dekra-Lite Bracket Fee	\$20.75
Dekra-Lite Installation Fee - (Dekra-Lite Banners) Dekra-	\$45.00
Lite Installation Fee - (Non Dekra-Lite Banners)	\$95.00

Banner Pole Bracket Cost and Reimbursement Schedule

Per Pole		Cost to Dekra-Lite *	Owed to Dekra-Lite **
	Used Once	83.00	62.50
	Used Twice	62.50	41.50
	Used Three x	41.50	20.75
	Used Four x	20.75	0.00
	Five or More	profit	0.00

* Expenditure by Dekra-Lite

** Amount due Dekra-Lite at the end of the contract.

All brackets will become the property of the City of Riverside at the close of the contract period.

An applicant may choose to have a banner produced to City of Riverside specifications by a vendor other than Dekra-Lite however all installation must be performed by Dekra-Lite.

Dekra-Lite Discount Banner Production Price Schedule - See Attached

EXHIBIT B

May 1, 2001

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CITY OF RWERSIDE

DISCOUNTED CUSTOM BANNER PRICING

BANNERS:	I-Color	2-Color	3-Color	4-Color
60"	\$51.00	\$70.00	\$68.00	\$76.50
72"	\$56.10	\$64.60	\$73.10	\$81.60
84"	\$64.19	\$74.80	\$85.00	\$95.20
94"-96"	\$69.7	(S80.7!)	\$90.10	\$100.30

- Add\$ 40.00 for a 6" x 120" (10') banner.
- Deduct 15% for o esided printing
- Blank banners Breipriced approximately 20% lower than a one-ink color banner of the sam size

SET UP CHARGES (SCREEN CHARGES):

- **One-Ink Color ; \$276.15**
- Two-Ink Color, **\$403.75**
- Three-Ink Color ' **\$531.25**
- Four-Ink Color **\$675.75**

IMPRINT CHARGES:

- Imprint **Set-up** ' \$100.00
- Individual **Imprints** 1-12 \$12/ea.
| 12+ **\$6/ea.**

The **above** costs are ?n Pyrotone **and Mainstreet** fabric only.
Add\$ 8.00 per bann,r for Sunbrella material.

PRICING STRUCTURE STOCK BANNERS

SINGLES	0" x 96"	\$80.75
	30"x60"	\$67.15
CUSTOM IMPRINING SET-UP CHARGE I		\$100.00
Imprint Charge	jBanners 1-5	Not Available
	!Banners 6-15	\$12.00Each
	!Banners 16-49	\$6.00 Each
	iBanners 50+	No Charge

DIGITAL PROCESSED BANNERS - FOUR COLOR

\$ 5.00 Per Square Foot per side.

Can be printed on one side or both.

Exn:i :riB

**PROCEDURES FOR THE INSTALLATION OF
STREET LIGHT BANNERS IN PUBLIC RIGHTS-OF-WAY**

PURPOSE:

To establish policies, standards, and procedures for the administration, design, location, installation, and removal of street light banners in public rights-of-way.

POLICIES:

Definitions:

1. **Vertical Banner:** A "vertical banner" is defined as a banner suspended vertically over the public right-of-way, attached to a single, non-wooden, light standard. (Figure B)
2. **Special Public Cultural Banners Generally:** Special cultural banners shall be allowed for the Municipal Auditorium, Municipal Museum, and Municipal Art Museum. Special Public Cultural banners shall measure 48 inches in width and 94 inches in length. (Figure C)
3. **Event:** An "event" is defined as any meeting, display, exhibit, parade, show or holiday celebration within the City limits that serves the civic or city-wide public interest.
4. **Banner Program Administrator:** An individual, appointed by the City Manager, who is responsible for coordinating City permitting of banners, resolving complaints/problems regarding banners, and administering the contract with the licensee.

General Provisions:

5. **Private Contractor (Licensee):** A private contractor shall be responsible for processing banner permits through the City, paying all fees to the City, and for installing and removing all banners approved by the City. The contract shall be awarded to the contractor offering a combination of the lowest bid and demonstrated competency to fulfill all provisions of this administrative policy. The contract shall be for a three-year period, unless terminated earlier by either party subject to the

provisions of the contract. The contract shall include a master encroachment permit provision for the installation, maintenance, and removal of banners in authorized locations. The contract shall also include provisions for liability insurance in an amount specified by the risk manager.

6. Banner Program Administrator: Processing of applications, coordination of City reviews, resolving banner complaints/problems, and administration of the licensee's contract shall be the responsibility of the Banner Program Administrator, as appointed by the City Manager.
7. city Approval: All banner designs and colors are subject to review and approval by the Planning Department. Locations of banners on street light poles are subject to the approval of the Public Utilities and Public Works Departments. Hardware in locations approved by the Public Utilities and Public Works Departments may be used for future banners without the need for further approval from these departments. Banners shall be placed so as to minimize hazards to both pedestrian and vehicular traffic. The Public Utilities Department shall have the authority to remove any illegal banner or any banner that poses a threat to public safety, regardless of previous approvals.
8. Application: Applications for banner installation shall include:
 - a. The name and a description of the event.
 - b. The name, address, and phone number of the organization holding the event along with a contact person's name and phone number.
 - c. A dimensioned color photograph or drawing of the banner.
 - d. The dates banners are proposed to be installed and removed
 - e. A map showing the proposed location of each banner.
9. Banner Copy: Banners are only permitted to display either:
 - a. The identification of a recognized community area, commercial district, holiday, or season.

b. Information about a special event that serves a civic or public interest sponsored by businesses or local organizations of a non-controversial, non-political nature including governmental agencies, civic, educational, philanthropic institutions, libraries, museums and other organizations deemed appropriate. Banners in this category may also contain the name or logo of a sponsoring company in a size not to exceed five percent of the overall banner size. The sponsor name or logo shall be located in the lower 18 inches of the banner. Logos of alcohol and/or tobacco products are limited per city ordinance/policies.

9. Construction of Banners: All banners and mounting hardware shall conform to approved City specifications described herein and shown in Figures Band C.

10. Time Limits: Banners that advertise an event shall be allowed a maximum of 60 days display period and shall be removed within five days after the conclusion of the advertised event. Banners that display the name of a district or contain a seasonal message, but which do not advertise an event, shall be allowed to be displayed during times when there is no demand for an event banner.

11. Community Review: The City Council may designate a community group to review and comment upon banner designs for display in a specific geographic area. The Banner Program Administrator shall provide a ten-day period for such a group to review the design of any proposed banner. Recommendations from the designated community group shall be taken into consideration by the Planning Department in its review of a banner's design, but shall not be mandatory. Failure of a community group to respond within 10 days shall be treated as an endorsement of the design. A designated community group may also reserve up to half of the available light poles in its district for the exclusive display of community/commercial district identification, holiday, or seasonal banners.

12. Damaged Banners

a. Occurring During Removal/Replacement for Special Events: The licensee shall not be responsible for damage in existence prior to removal/replacement. It shall be the licensee's

responsibility to document such damaged banners to the satisfaction of the Banner Administrator, prior to any removals/replacements.

- a. Normal Wear and Tear: The event sponsor, community group, or commercial district group responsible for the installation of banners shall be considered the responsible party for the costs of maintaining such banners. Except as provided below, banners that become frayed, damaged, or faded through normal wear and tear shall be removed, repaired, or replaced at the responsible party's expense. A designated community group may petition the City Council to use pole and bracket rental funds to offset the costs of repairing or replacing banners damaged as a result of normal wear and tear. The Council shall consider the amount of funds available and the historical use of such funds when deciding whether to grant the use of any portion of these funds for such a purpose.

13. Fees and Charges: All fees and charges shall be on a per-banner basis. The pole fee shall be established by resolution of the City council and shall cover the costs of program administration and design/location reviews. The pole fee shall be collected by the Banner Program Administrator. The private contractor's fee shall cover the costs for permitting, design, production, hardware, installation, and removal of banners. This fee shall be included in the City's resolution for the duration of the contract unless approved for change by the City Council. Fees and charges for various types of banners shall be assessed as follows:

- a. Event Banners: Applicants for event banners shall pay the pole and contractor fee each time banners are to be installed for an event.
- b. Community/Commercial District, Seasonal, and Holiday Banners: Applicants shall pay the pole and contractor installation fee. The contractor shall only charge for each new banner design installation, and/or replacement. When community, commercial district, seasonal, or holiday banners need to be removed to make way for event banners, they shall be removed, stored, and replaced by the private contractor at no charge to the community/commercial district group.

SPECIFICATIONS:

14. Vertical and Event Banners - Figure B

- a. Dimensions: Two sizes of vertical banners shall be allowed. The small size banner is intended for shorter light standards, such as the historic Corsican style poles located in the Market Place. The large size banner is intended for taller cobra style street light poles. The small size banner shall measure a maximum of 50 inches in length by 20 inches in width. The large size banner shall measure a maximum of 94 inches in length by 31 inches in width.
- b. Materials: Vertical banners shall be fabricated Pyrotone, cotton, poly blend, CSFM Flame retardant, 14 oz. Sq. yd or equivalent.
- c. Finishing: Double reinforced stitching on sides, four (4) inch top and bottom pockets, top and bottom grommets, - printed both sides. VB-UV inks on no fade fabric, three year guarantee.
- d. Attachment Hardware: Banner support brackets shall be tempered cast aluminum designed to allow the removal of the banner support arms without removing the brackets. Brackets shall be mounted on street light fixtures using 3/4-inch stainless steel straps and buckles. All attachment hardware shall be supplied by the contractor. An equivalent mounting system may be substituted with the approval of the City of Riverside.
- e. Locations: All vertical banners shall be placed on concrete marbelite or steel street light poles. In the Market Place banners may be placed on concrete Corsican style street light poles with acorn style lighting fixtures. Only one banner may be placed on each street light pole. Vertical banners shall not be permitted within 50 feet of a traffic signal, or in any location that obstructs the view to a traffic signal, an official directional sign, or an official regulatory sign. The

minimum clearance from a vehicle travel or parking lane to the lowest part of any banner shall be 12 feet. Vertical banners shall only be located within the following street corridors:

Downtown:

Market Street- First Street to Fourteenth Street
Mission Inn Avenue- BNSF Railroad to Fairmount Blvd.

Magnolia center:

Central Avenue- Riverside 91 Freeway to School Circle
Magnolia Avenue- Jurupa Avenue to Arlington Street
Brockton Avenue- Nelson Street to Magnolia Avenue

Arlington Village:

Magnolia Avenue- Jackson Street - Harrison Street
Van Buren Blvd.- Riverside 91 Freeway to Hayes Street

Tyler Galleria:

Magnolia Avenue- Between Hole Avenue and Banbury Dr
Tyler Street- Riverside 91 Freeway to Hole Avenue

Market Place:

Vine Street- Third Street to Fourteenth Street

University Avenue corridor/UCR:

University Avenue- I-215 to Ottawa Avenue

Riverside community College:

Magnolia Avenue-
(immediate frontage only)- Terracina Dr to Ramona Dr

California Baptist College:

Magnolia Avenue-
(immediate frontage only)- Adams Street to Monroe Street

La sierra University:

Pierce Street-
(immediate frontage only)- Sierra Vista Ave. to Golden Ave.

15. Special Seasonal Decorations:

a. Generally: Seasonal decorations that are constructed of

materials other than specified above may be installed during special holiday seasons, such as the Christmas/Hanukkah holiday season.

- b. Dimensions, materials, construction, and attachment hardware: Subject to Planning, Public Works, and Public Utilities Departments approval.
- c. Locations: Seasonal decorations shall be located on the same light poles used for community/commercial district banners.
- d. Applicant is responsible for all installation and removal costs including removal and re-installation of existing banners. All removal and re-installation must be performed by licensee.

16. Special Public Cultural Banners (Figure C)

- a. Generally: Special cultural banners shall be allowed for the Municipal Auditorium, Municipal Museum, and Municipal Art Museum.
- b. Dimensions: Special Public Cultural banners shall measure a maximum of 48 inches in width and 94 inches in length.
- c. Materials and Construction: Facings shall be constructed of 3 mil Diabond panels or equivalent. Changeable copy portion shall be constructed of 2 mil Diabond or equivalent. Graphics shall be inked vinyl, silkscreen or other permanent application.
- d. Attachment Hardware: Banners shall be securely attached to brackets that shall be clamped to cobra style light standards.
- e. Locations: Two banners shall be allowed on each light standard. All such banners shall be located on cobra style light standards as follows.

Mnnid pal Auditorium:

Two locations on Mission Inn Avenue, one immediately in

front of the Municipal Auditorium, and the other directly across Mission Inn Avenue from the Auditorium.

Art Museum;

one location on Mission Inn Avenue, immediately in front of the Art Museum.

Municipal Museum;

one location on Mission Inn Avenue, immediately in front of the Municipal Museum.

PROCEDURE:

Responsibility:

Action:

- | | |
|------------------------------|---|
| Licensee | 1. Obtains Blanket Encroachment Permit from Public Works for Pole Locations. Obtains approval for new pole locations as required or requested by applicants. |
| Applicant | 2. Obtains Banner Permit application forms from the licensee. |
| Licensee | 3. Develops pole locations and banner copy sample with applicant. |
| Applicant | 4. Returns completed banner permit application forms to the licensee. |
| Licensee | 5. Prepares pole permit encroachment addendum for new pole locations. |
| Licensee | 6. Submits Banner Permit application and pole permit addendum to the Banner Program Administrator. |
| Banner Program Administrator | 7. Forwards request to appropriate individuals in the Planning Department and for design review and to the Public Works Traffic Division and Public Utilities Department for review of banner locations. (Once a location has been approved, no additional sign off by the Public Works and Public Utilities Department will be required.) If there is a City Council designated community group in the district of a proposed banner installation, the Planning Department shall forward the banner application to the designated contact person. The review period for all commenting entities shall be ten days. |

Public Works
and Public Utilities

8. Recommends approval, disapproval, or conditional approval of the proposed locations.

Planning Department

9. Recommends approval, disapproval, or conditional approval of the proposed design.

Designated Community Group

10. Provides written comments for consideration by the Planning Department.

Banner Program Administrator

11. Approves, disapproves, or, conditionally approves the permit.

Licensee

12. Bills Applicant and Remits Pole Usage Fee

Licensee

13. Installs approved brackets and approved banners according to City requirements and specifications. Removes and stores any community/commercial district banners removed to accommodate event banners.

Licensee

14. Removes the banners within the required time period. Reinstalls community/commercial district, seasonal, or holiday banners.

Licensee

15. Notifies event contact person of availability of removed banners. Stores event banners for a maximum period of 10 days to allow retrieval by event contact person.

CITY OF RIVERSIDE
DEPARTMENT OF PUBLIC WORKS
City Hall • 3900 Main Street
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*"People Serving
People"*

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