

RESOLUTION NO. 38-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA, CONDITIONALLY APPROVING DR 1100433 MASTER SIGN PROGRAM AND DESIGN MODIFICATIONS TO PAD C BUILDINGS, LANDSCAPING, PARKING FIELD AT THE MACDONALD 80 SHOPPING CENTER AT 4500 MACDONALD AVENUE (APNs 517-280-003, 517-280-004, 517-290-011, 517-290-004, 517-290-010, 517-310-001, 517-310-002, 517-310-003, 517-320-028, 517-320-029, 517-320-016, 517-320-017, 517-280-006)

WHEREAS, in 2004, a Mitigated Negative Declaration was adopted for the proposed Macdonald 80 Shopping Center (“Project”) at 4500 Macdonald Avenue and the Project was approved subject to conditions;

WHEREAS, in 2005, the property owner of 4500 Macdonald Avenue, Mr. Peter Meier (“Applicant”) applied for Design Review approval for (1) monument entry signs; (2) Master Sign Program for tenant spaces; (3) modifications to approved plans for parking lot layout and landscaping; and (4) modifications to approved plans for retail building pads for the Project;

WHEREAS, the proposed monument entry signs and modifications to approved plans are minor alterations to land exempt from further CEQA review under CEQA Guideline 15304;

WHEREAS, the Design Review Board conducted a duly noticed public hearing on the Applicant’s proposal (“DR 1100433”) on January 25, 2006;

WHEREAS, at the public hearing before the Design Review Board on January 25, 2006, the Board directed the Applicant to return with plans addressing twelve specific concerns and continued the hearing until February 22, 2006;

WHEREAS, at the duly noticed continuation of the public hearing before the Design Review Board on February 22, 2006, the Applicant presented revised plans addressing the Board’s concerns;

WHEREAS, following the public hearing, the Board approved the revised plans subject to numerous conditions;

WHEREAS, two appellants filed timely appeals of the Board’s decision. The Applicant appeals all conditions placed upon the proposed Master Sign Program for building mounted signage and condition number 16 as amended by the Design Review Board action. Mr. Richard Lompa (the “Appellant”) claims that all review and planning related to the Project is illegal.

WHEREAS, notice of the time and place of the City Council public hearing to consider the appeals of the Design Review Board decision conditionally approving DR 1100433 was given pursuant to state law and local ordinances by publication in the *West County Times* and by mailing to all residents and businesses within a three-hundred feet radius of the proposed project;

WHEREAS, the City Council of the City of Richmond opened the duly noticed public hearing regarding the two appeals on April 4, 2006;

WHEREAS, at the hearing before the Council the Applicant alleged that all conditions placed upon the proposed Master Sign Program for building mounted signage were unreasonable, and that Condition 16 as amended by the Design Review Board action needed to be modified;

WHEREAS, at the hearing before the Council the Appellant alleged that the actions of the Design Review Board were illegal;

WHEREAS, neither the Applicant nor the Appellant provided expert testimony at the hearing in support of their allegations, and expert testimony in the form of the staff report and testimony of City of Richmond staff was provided at the hearing demonstrating the legality of Project review and planning and supporting Project conditions; and

WHEREAS, following the public hearing on April 4, 2006, the City Council upheld the Design Review Board action with the following amendments:

1. Condition Number 16 shall be modified to read as follows: The abandoned Imperial Savings sign post and column support shall be removed from the site prior to issuance of any certificate of occupancy for the Pad C structure; and,
2. The Master Sign Program as originally proposed by the Applicant is approved.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council finds that the proposed Master Sign Program, including the monument signs, and modifications to approved plans are Categorically Exempt from the preparation of environmental documents, pursuant to Sections 15303 and 15304 of the Guidelines of the California Environmental Quality Act (CEQA).

SECTION 2. Inasmuch as the Appellants did not provide any expert evidence to contradict the expert evidence in favor of the design approval conditions, the City Council finds that the conditions of design review approval for the monument entry signs and Project modifications are necessary and appropriate to ensure that the Project is suitable for its purpose; is harmonious with and relates properly to the surrounding neighborhood, contiguous parcels and the site itself; is compatible with and will not be detrimental to the public health, safety or welfare of persons residing or working in or adjacent to the Project site; the overall design is of a quality that will preserve the integrity of, and upgrade, the existing neighborhood; and the design of the proposed Project is in accordance with the General Plan of the City of Richmond and all applicable provisions of the Zoning Ordinance.

SECTION 3. The City Council further finds that, as conditionally approved:

- (A) The proposed monument entry signs are appropriate in scale and content to the area in which they are located;
- (B) The size and height of the proposed signs help establish and maintain an appropriate character for the locale; and
- (C) The proposed signs are no larger than necessary to be readable from the appropriate point of vision and are simple and uncluttered in design.

SECTION 4. The City Council further finds that, as conditionally approved:

- (A) The proposed modifications to Project design are suitable for the Project's purpose;
- (B) The proposed modifications to Project design are harmonious with and relate properly to the surrounding neighborhood, contiguous parcels and the site itself;
- (C) The proposed modifications to Project design are compatible with and will not be detrimental to the public health, safety or welfare of persons residing or working in or adjacent to the Project site;
- (D) The overall design is of a quality that will preserve the integrity of, and upgrade, the existing neighborhood; and
- (E) The proposed modifications to Project design are in accordance with the General Plan of the City of Richmond and all applicable provisions of the Zoning Ordinance.

SECTION 5. Based on the above findings, the City Council hereby upholds the decision of the Design Review Board and approves DR 1100433 subject to the following conditions:

1. The project shall be improved in conformance with the site plan T-1 (for the Target Store, Pad B and parking field) and architectural plans dated: July 23, 2004, prepared by Douglas R. Mighell, AIA; and, the preliminary site plan, sheet C-3, and prepared by AMS Associates, Inc., dated: May 7, 2004, on file in the City of Richmond planning department. Retail Pad A is eliminated.
2. The Target store shall be constructed in conformance with the architectural plan pages A4, A5, A6 and A6.1, as prepared by Scott Bruce, Target Store Planning & Design, Architecture & Engineering, dated: June 22, 2004, on file in the City of Richmond Planning Department.

3. As indicated on sheet T-1 of the title sheet site plan submitted by Douglas R. Mighel, Architect, dated July 23, 2004, the total on-site landscaping area shall be a minimum of 72,200 SF and interior parking field area shall have minimum of 35,260 SF of landscaping,
4. Landscaping shall be as shown on pages L1.1 through L1.9, as prepared by Gates and Associates, dated May 21, 2004,
5. Concrete colors/finishes shall be as shown on sheet CB-2, as prepared by Gates and Associates, dated: June 22, 2004,
6. The structure on Retail "Pad B" shall be as shown on plan page B1, as prepared by architect, Douglas R. Mighell, AIA, dated: July 23, 2004.
7. The structure on Retail Pad C, also identified as "Shops C", shall be as shown on plan pages T1(in the area of proposed change to approved plan T1), B2, and B3; prepared by Douglas R. Mighell, architect, dated: February 8, 2006, and stamped: Received Richmond Planning Department, February 8, 2006.
8. Landscaping and parking field for Pad C shall be as depicted (in the area of proposed change to approved plan T1) on pages L1, L1.10 LL2 prepared by AMS Associates, landscape architects, dated: February 8, 2006, and stamped: Received Richmond Planning Department, February 8, 2006.
9. All Mitigation Measures as identified in Table 2-1 and the Mitigation Monitoring and Reporting Program as identified in Table 5-1, in the Macdonald 80 Shopping Center Final Initial Study / Mitigated Negative Declaration (Design Review No. 1100433) as prepared by PMC, July 2004, shall be conditions of project approval.
10. All costs incurred by the Planning Department in processing the Design Review, Variance, and CEQA review shall be paid within 30 days of final Planning Commission or City Council approval, if appealed.
11. Design Review approval of this project shall be valid for 2 years from the date of final approval.
12. The project sponsor shall meet with the East Bay Municipal Utility District (EBMUD) staff to discuss and employ water conservation measures based upon best management practices applicable to the project area.
13. The PAD B structure shall have at least one entrance facing Macdonald Avenue.
14. The hours for project construction, in the Final Initial Study/ Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, shall be changed to 8:30 a.m. to 6:00 p.m. on Saturday to conform to the City's Municipal Code Section 9.52.090.
15. SPI Investments shall work with the City Engineer and to ensure that legal ingress and egress access is provided for the property located at 3950 Bissell Avenue.
16. The abandoned Imperial Savings sign post and column support shall be removed from the site prior to issuance of any certificate of occupancy for the Pad C structure.
17. The applicant shall add additional landscaping in the parking area similar to the south side parking area next to the Target building.
18. The applicant shall provide landscape screening on the sides and rear of the trash and recycling area.
19. The applicant shall place on 3 sides of the trash enclosure corrugated metal to match building. The size of the enclosure shall be large enough to handle trash and recycle material. The applicant shall provide a will-serve letter from the refuse company to staff.

20. The applicant shall provide a minimum 12 inch high concrete curb or raised planter surrounding signs BB, CC, and DD.
21. The drive isle at the west end of Building C shall be reduced to 25 feet and trees shall be added similar to the east end.
22. The applicant shall add windows to the west end of Building C similar to the east end and add a Diagonal corner.
23. The parking lot lighting shall be evenly distributed throughout the parking lot and shall have 1 foot candle of light evenly distributed throughout parking lot.
24. The west drive isle in front of Building Pad C shall be reduced to enlarge the pedestrian space in front of the building.
25. The applicant shall revise all documents and plan submittals to reflect the Conditions of Approval prior to submitting an application for Building Permit.
26. The applicant shall print all of the Conditions of Approval on the front page of the Construction Plan Sets;
27. Graphics and signage shall conform to the criteria set forth in the “MACDONALD 80 RETAIL CENTER GRAPHICS AND SIGNAGE CRITERIA” attached hereto as “Exhibit A” and incorporated herein by reference; and
28. The applicant shall hold harmless the City of Richmond, its agents, officers and employees from any claim, action, or proceeding (including legal costs and attorney’s fees) against the City of Richmond, its agents, officers, or employees to void or annul an approval by the City of Richmond’s Design Review Board or City Council.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond, California at a regular meeting held on May 2, 2006, by the following vote:

AYES: Councilmembers Bates, Butt, Griffin, Marquez, McLaughlin, Rogers,
Thurmond, Viramontes, and Mayor Anderson

NOES: None

ABSTENTIONS: None

ABSENT: None

SANDRA L. THOMPSON
Acting Clerk of the City of Richmond

(SEAL)

APPROVED:

IRMA L. ANDERSON
Mayor

APPROVED AS TO FORM:

JOHN EASTMAN
City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of Resolution No. 38-06, finally passed and adopted by the Council of the City of Richmond at a regular meeting held on May 2, 2006, and published in accordance with law.

MACDONALD 80 RETAIL CENTER
Richmond, California

GRAPHICS AND SIGNAGE CRITERIA
February 2006

Introduction. This document establishes guidelines and criteria (“Criteria”) for the design, implementation and regulation of project and Tenant signage at Macdonald 80 Retail Center (“Shopping Center”) in Richmond, California. These sign criteria (“Criteria”) have been established to eliminate excessive and confusing sign displays and to preserve and enhance the appearance of the Shopping Center. The objectives are to encourage high quality and unique signage, which is an integral part of the architecture of the Shopping Center, on a uniform, consistent and compatible basis as to quality and architectural character. The intent of these Criteria is to insure that Tenant signage in the Shopping Center is designed and executed in a manner which will achieve these objectives while providing appropriate identification of Tenants and Tenant’s businesses, including incorporation of corporate identification where consistent with these Criteria. The design of all graphics will be carefully considered in relation to the site architecture and landscaping, as well as to the specific context of the location within the project.

The design fabrication, installation and maintenance of all sign, including but not limited to style and placement of lettering, size, color, materials and methods of illumination shall be subject to the prior written approval of the Landlord as provided in this Criteria. Any installed non-conforming or unapproved sign, or non-maintained sign must be brought into conformance at the non-conforming Tenant’s expense.

SECTION A. SUBITTALS & APPROVALS

1. Submittal to Landlord. Prior to sign fabrication and applying for City approval of permits, each Tenant shall submit to the Landlord for approval at least three (3) complete sets of detailed design and shop drawings including the following:

- a. Elevation of STOREFRONT illustrating the proposed sign design and all dimensions as they relate to the storefront elevation of Tenant’s premises;
- b. Fully dimensioned and scaled SHOP DRAWINGS. Sign elevation must specify exact dimensions, copy layout, materials, colors, means of attachment, illumination, electrical specifications and all other details of construction. Section through the letter and/or sign panel shall show the dimensioned projection of the face of the letter and/or sign panel and the illumination. Letters and logo plaques must be accurately dimensioned and spaced.
- c. Approval or disapproval of sign submittals shall remain the sole right of the Landlord or his chosen representative. If submittals are disapproved, then Tenants must submit revised plans until Landlord’s approval is obtained.

2. City Submittal. A full set of final plans must be approved by the Landlord **prior** to permit application or sign fabrication. Following Landlord’s approval of propose signage, Tenant or his agent must submit to the City of Richmond applications for all permits for fabrication and installation by sign contractor.

Tenant and its sign contractor shall not be permitted to commence installation of the exterior sign unless all of the following conditions have been met:

- a. A stamped set of final drawings reflecting the Landlord's and the City's approval shall be obtained from each party;
- b. The Landlord must receive the sign installer's and/or sign company's Certificate of Insurance as set forth herein;

3. Each Tenant shall be responsible for the fulfillment of all requirements of these Criteria and of government agencies with jurisdiction and approved specifications.

4. All City approvals and permits for signs and their installation shall be obtained by the Tenant or their Representative, at their sole expense.

5. All design; Tenant shall perform installation and other work required herein at Tenant's sole cost and expense.

6. No other signage except for that described herein is permitted. Unless a specific type of signage or advertising medium is specifically allowed under these Criteria, it is considered disallowed until the prior written approval of Landlord is obtained.

7. The Landlord reserves the right to revise the Criteria in accordance with the City of Richmond Sign Ordinance. These Criteria may be revised at any time if so required by any government agency having jurisdiction over its contents.

8. If in the event Tenant wishes to change its exterior sign at anytime during the term of its lease, then Tenant must comply with the requirements set forth herein and any future modifications, revisions or changes which have been made to the Criteria for the Shopping Center after the execution of its Lease Agreement.

SECTION B. DESIGN REQUIREMENTS

Part I: Sign Types

1. Type 1 – Major Pylon Sign - AA

One (1) Type 1 double faced illuminated pylon sign 83'9" high in general accordance with the approved design and as shown on the project site plan. Sign shall be as approved by the City of Richmond and Landlord.

2. Type 2 – Multi-Tenant Monument Sign - BB

One Type 2 double-faced illuminated monument sign 12' high in general accordance with the approved design and as shown on the project site plan. Sign shall be as approved by the City of Richmond and Landlord.

3. Type 3 – Multi-Tenant Monument Sign - CC

One Type 3 double-faced illuminated monument sign 10' high in general accordance with the approved design and as shown on the project site plan. Sign shall be as approved by the City of Richmond and the Landlord.

4. Type 4 – Site Identification Sign

One Type 4 double-faced illuminated monument sign 8' high in general accordance with the approved design and as shown on the project site plan. Sign shall be as approved by the City of Richmond and the Landlord.

5. Type 5 – Major Tenant Identification Signs (Target)

Major Tenant shall install internally illuminated individual channel letter signs in general accordance with the approved design. Sign design shall be approved by the City of Richmond and Landlord.

6. Type 6 – Business Identification Signs (Pad B)

Each shop tenant is allowed two (2) signs of illuminated letters on the building fascia as directed by the Landlord. End cap tenants are allowed a maximum of three (3) signs. Signs may consist of internally illuminated letters; 5" deep for face lit letters or 3" deep for halo-illuminated letters. Signs will be a maximum of 24" high and logos shall be a maximum of 30" high. An additional 6" will be allowed for ascenders and /or descenders. Signs consisting of stacked copy will be limited to 30" combined overall height with a maximum letter height of 15". The length of wall signs shall not exceed 75% of the length of the building frontage. The maximum allowed square footage shall not exceed two (2) square feet per lineal foot of wall frontage on each elevation. Square footage cannot be transferred from one elevation to another.

7. Type 7 – Business Identification Signs (Shops C)

Each shop tenant is allowed one (1) sign of illuminated letters on the building fascia as directed by the Landlord. End cap tenants are allowed a maximum of two (2) signs. Signs may consist of internally illuminated letters; 5" deep for face lit letters or 3" deep for halo-illuminated letters. Signs will be a maximum of 24" high and logos shall be a minimum of 30" high. An additional 6"

will be allowed for ascenders and / or descenders. Signs consisting of stacked copy will be limited to 30" combined overall height with a maximum letter height of 15". The length of wall signs shall not exceed 75% of the length of the building frontage. The maximum allowed square footage shall not exceed two (2) square foot per lineal foot of wall frontage on each elevation. Square footage cannot be transferred from one elevation to another.

8. Type 8 – Typical Storefront Vinyl Lettering

Each tenant entry shall be identified with a suite number or address on the upper portion of their entry in 3" high white vinyl lettering. Each tenant shall be permitted to place upon or adjacent to their entrance, no more than 144 square inches of vinyl lettering. Lettering shall not exceed 2" in height, indicating store name, hours of business, credit card information, emergency telephone numbers etc.

9. Type 9 – Service Door Signage

Each Tenant who has a non-customer door for receiving merchandise may have uniformly applied on said door in a consistent location directed by Landlord, in three-inch (3") high letters, the Tenant's suite number. Font and color of these numerals shall be consistently specified and approved by Landlord. This application may vary at the Landlord's discretion based upon an application on a wood/glass door versus a metal door.

ADDITIONAL NOTES

1. The area of signs is the area of the smallest rectangle that can be drawn around the entire sign, as provided by the City of Richmond Sign Ordinance.
2. Stores that have a tower element may utilize the tower as well as the fascia to satisfy its signage requirements, subject to these Criteria.
3. Maximum sign height and width may be limited by architectural conditions at sign's location. The width of any sign shall not exceed 75 percent of the wall, fascia or sign niche on which it is located.

PART II: General Requirements for Fascia Signs

1. The lettering style shall be the choice of the Tenant with approval of the Landlord.
2. Graphic/decorative elements or lettering may be used in addition to the lettering described above.

3. Logos will be permitted on an individual basis.
4. No sign maker's labels or other identification will be permitted on the exposed surface of signs, except those required by the City building department, which shall be located in an inconspicuous location.
5. Creativity is encouraged with regard to style, size, position, length and other design characteristics, but final approval shall be subject to Landlord's sole discretion. Alternative signs to those described above may be permitted if the quality of the design and construction is acceptable to Landlord.
6. Fabrication
 - a. The fabricator shall be responsible for the quality and delivery of all materials and workmanship required for the execution of this contract. It is desirable that the fabricators for work herein have in-house a broad knowledge, diverse shop and field experience, flexibility, coordinating ability, skilled craftsmen and physical plant necessary to produce quality products equivalent to or better than similar type products in use in the industry. These general requirements apply equally to the contractor and to his subcontractors.
 - b. Contractors shall be responsible for providing all subcontractors with complete and up-to-date drawings, specifications, message schedules and other information issued by the project manager.
 - c. The fabricator may make recommendations and/or changes to the details as shown on the drawings, if Landlord approves such recommendations in writing prior to shop drawings or fabrication of prototypes or samples.
 - d. All electrical signs shall bear the UL label
 - e. The sign contractor shall be responsible for the fulfillment of all the requirements and specifications, completing the installation in a workmanlike manner, and cleaning up, patching and painting any surfaces damaged by the installation.
 - f. All sign fabrication work shall be of excellent quality. All logo images and tpestyles shall be accurately reproduced. Lettering that approximates tpestyles shall not be acceptable. Landlord reserves the right to reject any fabrication work deemed to be below standard.
 - g. Signs must be made of durable rust-inhibited materials that are appropriate and complimentary to the building.

- h. Registered Trademark symbols ® must be cut out of 0.125” aluminum finish to match sign and pinned off face of building.
- i. Finished surfaces of metal shall be free from oil canning and warping. All sign finishes shall be free of dust, ripples, weld marks, orange peel, drips and runs, and shall have uniform surface conforming to the highest standards of the industry.
- j. All signage lighting should be concealed and light leaks will not be permitted.
- k. The fabricator shall base his proposal on the performance of all services, including all labor, materials and equipment for the complete fabrication and installation of the product at he agreed upon schedule.
- l. Where thickness and/or sizes are not specified, fabricator shall determine said measurements taking into account structural integrity as well as aesthetics. All acrylic sheeting used, if any, is to be of sufficient thickness and weight to prevent concave surfaces.
- m. All metals to be painted with the highest quality automotive polyurethane paint (preferably Matthews Paint, or equal quality alternative), unless otherwise specified. Tenant is required to execute a sign painting application that yields the longest life with the least likelihood of paint fading and peeling. Paint must withstand exterior weather conditions, and be sprayed to a smooth finish, not brushed on.
- n. Details on drawings indicate a design approach for sign structures but do not necessarily include all fabrication details required for the complete structural integrity of the signs, including consideration for static, dynamic and erection loads during handling, erecting and service at the installed locations, nor do they necessarily consider the preferred shop practices of the individual general sign contractors. Therefore, it shall be the responsibility of the fabricator to perform the complete structural design of the signs and to incorporate all the reasonable safety factors to protect the Landlord and sign fabricator against public liability. Designs, which survive rational engineering analysis and conform to all applicable national and local codes, will be acceptable.
- o. Written dimensions on the drawings shall take precedence over scaled dimensions. Fabricator shall verify and be responsible for all dimensions and conditions shown by these drawings and shall be responsible for confirming all field dimensions and conditions prior to beginning fabrication.

- p. Fabricator shall notify the designer of any discrepancies in the drawings or graphics dimensions or conditions, and/or changes required in construction details. All discrepancies shall be brought to the attention of the Landlord.
- q. Sign fabricator's responsibility for deviations in submittals from requirements of contract documents or these design development drawings is not relieved by Landlord's review of submittals unless the Landlord give written acceptance of specific deviations.
- r. A deviation shall be construed to mean a minor change to the sequence indicated on the drawings or specifications. A deviation is not intended to allow substitutions or product options.
- s. In addition to notifying the Landlord in writing of deviation, such deviations shall be circled on the shop drawings.
- t. Sign fabricator shall guarantee entire display for (1) one year from the date of installation against defects in material workmanship. Defective parts shall be replaced without charge.

11. **Prohibited Signs**

The following signs are provided as examples of prohibited signage applications and not an all-exclusive listing. Signs prohibited by Landlord that do not conform to the Criteria are not limited to those set forth below.

- a. No signs shall be permitted perpendicular to the face of the building;
- b. No off-Premises signage;
- c. No "A" frame signs;
- d. No plastic face box-type cabinets signs or luminous-vacuum formed type plastic letters;
- e. No signs using exposed fastenings;
- f. No paper, cardboard, cloth, form core, gatorboard, inflatable or styrofoam signs, stickers or decals, painted lettering or decals hung around, on or behind storefronts;

- g. No flying signs such as blimps or kites designed to be kept aloft by mechanical, chemical or hot air means;
- h. No stationary or walking sandwich boards or costumed or non-costumed persons shall be utilized for advertising outside of Tenant's premises. No balloons, flags or marketing tents are allowed;
- i. No blade signs or transparent signs of any nature;
- j. No sign which emits odor, noise or visible matter other than light;
- k. No signs identifying secondary businesses except where specifically approved by Landlord;
- l. No signs which move, swing, rotate, flash, blink, scintillate, fluctuate or have animated light areas;
- m. No signage including the project name except as a part of the Tenant's trade name or insignia;
- n. No exposed conduit, tubing, raceways or crossovers shall be permitted;
- o. No person shall exhibit, post or display or cause to be exhibited, posted or displays upon any sign, anything obscene, indecent or immoral nature or unlawful, as determined in the sole discretion of Landlord;
- p. No person shall install or maintain or cause to be installed or maintained any sign which simulates or imitates in size, color, lettering or design any traffic sign or signal, or which make use of the words, "STOP", "LOOK", "DANGER", or any other words, phrases, symbols or characters in such a manner to interfere with, mislead or confuse traffic;
- q. No sign shall be installed, relocated or maintained so as to prevent free ingress to or egress from any door;
- r. No signs on or affixed to trucks, automobiles, trailers or other vehicles, which advertise, identify, or provide direction to a use or activity not related to the lawful making of deliveries of merchandise or rendering of services from such vehicles;
- s. No external displays (other than holiday decorations) which consist of unshielded light bulbs, open or strings of open light bulbs;

- t. No simulated materials (i.e., wood grained plastic laminates) or wall coverings;
- u. No internally illuminated awnings with or without signage; no cloth awnings will have signage applied to their surfaces;
- v. In no case shall the wording of signs describe prices, or any type of advertising except as part of the occupant's trade name or insignia;
- w. No temporary signs of any nature may be used or installed without Landlord's approval;
- x. Unprofessional hand-lettered sign in public view from the storefront are prohibited. Absolutely no signs are permitted to be taped to the storefront or any other visible surface; and
- y. Any sign that is not in conformance with this Criteria.

SECTION C. INSTALLATION AND USAGE

1. Signs shall be centered in respect to Tenant's storefront or in the event the rooflines of the adjacent building do not permit the sign to be centered as such, shall be centered in respect of the Tenant's entry door into the shop.
2. Notwithstanding the maximum square footage allowed for copy area allowances, signs and typography in all cases shall appear balanced and in scale within the context of the sign space and the building as a whole. All signs shall fit comfortably into designated architectural spaces; leaving sufficient margin and negative space on all sides. Thickness, height and color of sign lettering shall be visually balanced and in proportion to other signs on the building.
3. All Tenants' signage will be controlled by a Landlord approved time clock with operational hours determined by the Landlord for consistency of presentation.
4. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition and properly maintained.
5. All attachments, conduit, conductors, transformers and other equipment shall be concealed.
6. Electrical service to all signs shall be on Tenant's meters or on house meter per Landlord's discretion and shall be part of Tenant's construction and operational costs.

7. All conduit, raceways, crossovers, wiring ballast boxes, transformers and other equipment necessary for sign connection shall be concealed. All bolts, fastenings and clips shall consist of enameling iron with porcelain enamel finish; stainless steel, anodized aluminum, brass or bronze; or carbon-bearing steel with painted finish. No black iron materials of any type shall be permitted.
8. Threaded rods or anchor bolts shall be used to mount sign letters, which are spaced out from background panel. All mountings connections shall be encased in PCB pipe or similar application in the same color as the wall to which the sign is mounted. Spacer sleeves shall be utilized for rigidity and must be painted to match the building color.
9. All lighting must match the exact specifications of the approved working drawings.
10. Tenant's sign installation and/or sign fabrication contractor (whichever are applicable or required) shall carry workman's compensation and public liability insurance against damage suffered or don by any and all persons and/or property while engage in the construction or erection of signs in the amount of \$1,000,000 per occurrence. Evidence of this insurance must be provided to Landlord prior to installation naming _____ as additional insured.
11. Location of signs shown on the plans are for general information. The fabricator shall confirm each sign location with the Landlord and general contractor.
12. Ladders, installation equipment and installation crews are NOT PERMITTED TO LEAN on building and storefront. All installation equipment must be freestanding type to avoid contact with or damage to building or storefront. Rubber wheeled lifts must have wheel padding oar must roll over planking to prevent marks on paving areas. Vehicles are not permitted on pedestrian walkways.
13. The installation crew is responsible for removing all debris and cleaning the work area after installation is complete.
14. The installation crew must check sign to ensure proper operation and illumination.
15. Tenant shall be responsible for the performance of its sign contractor.

SECTION D. MAINTENANCE

1. Tenant shall maintain its sign in good working order and repair to include replacement of damaged or burned our neon or LED light source at Tenant's sole cost and expense. In the event Landlord notifies Tenant of an existing defect and Tenant fails to cure said defect

2. within ten days after notification. Landlord may cause the defect to be repaired. Tenant hereby agrees to reimburse Landlord for the cost of any such repairs within ten days after the receipt of an invoice setting forth those costs incurred by Landlord, plus an overhead charge of 10%.
3. Upon termination or expiration of the lease, Tenant hereby agrees to remove its sign and repair any holes or damage to the fascia and restore the fascia to its original condition at Tenant's cost and expense to Landlord's sole satisfaction with three (3) days of expiration of term or earlier termination of Tenant's lease. If hole and fascia repairs after sign removal reveal any evidence of prior mounted signage, Tenant may be required to remove and replace plaster and repaint to the original condition before Tenant signage installation, if directed by Landlord. If tenant does not repair the wall surface to Landlord's sole satisfaction, then Landlord shall have the right to perform the repairs at tenant's expense.
4. Landlord reserves the right to periodically hire an independent electrical engineer at Tenant's sole expense, to inspect the installation of all tenant's signs. Tenants will be required to have any discrepancies and/or code violations corrected at Tenant's expense. Landlord may correct any code violations, requests for sign removals, or discrepancies not corrected within ten (10) days of notice, at Tenant's sole expense, including an overhead charge of 10%.

Contractors installing signs are to be qualified, insured and licensed by the State of California and are to have a current City business license.

SECTION E. GENERAL NOTES

1. All signs must be installed and operational prior to new Tenant opening for business per Landlord's discretion.
2. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and supports of the store windows and doors or upon the exterior walls of the building.
3. One row of letters is strongly advised, but two rows of letters are allowable if approved by Landlord, provided their maximum total height does not exceed the maximum allowable height provided herein. If Landlord approves two rows of letters, the second row shall be at a vertical height less than the first row of letters.

4. All signs shall be reviewed for conformance with these Criteria and overall design quality. Approval or disapproval of sign submittals bases on aesthetics of design shall remain the sole right of the Landlord.
5. Landlord's approval may be withheld in its sole discretion. Landlord's right to deviate from the Criteria set forth herein (1) is clearly and unequivocally subject to and limited to strict conformance with the City of Richmond Sign Ordinance, and (2) shall not obligate Landlord to deviate from the Criteria on subsequent Tenant signage submissions under the "theory of precedence."

SECTION 6. The custodian and location of the documents or other materials which constitute the record of proceedings upon which the decision in this matter is based are as follows:

City of Richmond
Planning Department
1401 Marina Way South
Richmond, CA 94804

SECTION 7. Interested parties are hereby notified that legal challenges to this action must be filed within ninety (90) days of the date of hereof (Code of Civil Procedure section 1094.6).

SECTION 8. The applicable provisions of the City Charter and Municipal Code, the minutes from the applicable Design Review Board and City Council meetings, and all documents in connection with the project which were received and filed, are incorporated herein by reference.

SECTION 9. The City Clerk shall certify the passage and adoption of this resolution.