



City of Weed

550 Main Street
P. O. Box 470
Weed, CA 96094

(530) 938-5020
(530) 938-5096 (FAX)

**THIS IS AN APPLICATION ONLY
NO WORK OR EVENT CAN HAPPEN UNTIL YOUR PERMIT IS APPROVED**

APPLICATION FOR ENCROACHMENT PERMIT

An "encroachment" is defined in Section 660 of the California Streets and Highways Code as "any tower, pole, pole line, pipe, pipeline, fence, billboard, stand or building, or any structure, object of any kind or character not particularly mentioned in the section, or special event, which is in, under, or over any portion of the State highway rights of way. "Special event" means any street festival, sidewalk sale, community-sponsored activity, or community-approved activity."

An encroachment permit is a contract between the City and an encroachment permit holder, (permittee), that describes the terms and conditions under which you are granted permissive authority to enter onto State right-of-way to perform the activity.

An encroachment permit grants permission to the permittee or their agent (a contractor) to perform the within the City's right-of-way, and assignment to another party is prohibited.

An encroachment permit is not a property right, such as an easement, nor does it confer a property right. It cannot be transferred with the sale of real personal property. A new property owner must apply for and obtain a new encroachment permit for any activity to be performed.

Encroachment permits are necessary for the city to:

- Ensure the safety of the traveling public, roadway workers and permittees,
- Protect, maintain, and enhance the quality of the city roadway system during and after permitted work,
- Ensure that the proposed encroachment is compatible with the primary uses of the city roadway system,
- Protect the city's and public's investment in the roadways, and
- Ensure that temporary uses of city roads, right-of-way for special events, filming, etc. are conducted safely and with minimum inconvenience to the traveling public.

Some of the activities requiring an Encroachment Permit include:

- Advertising Displays, holiday decorations, banners, or signs.
- Frontage improvements: sidewalk, curb and gutter, mailbox, fencing, driveways, new road intersections, drainage facilities and erosion control.
- Commercial filming.
- Landscaping, planting or modifying vegetation.
- Miscellaneous activities: mowing, grading, excavations.
- Utility installations.
- Special Events: parades, sidewalk festivals, marathons and other community sponsored activities.

Date: _____

The undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on City right of way by performing the following work:

(Applicant will describe here **fully** what will be done using extra sheets if necessary.)

Date of Event or Requested Road Closure: _____

Requested Closure Time: START _____ END _____ TOTAL HOURS: _____

The back of this form may be used for sketches. Detailed plans should be submitted if available and may be required of complex projects.

The work site must be in the field with conspicuous stakes and flags readily visible from the road. Mark stakes to identify owner, or applicant.

(If the site cannot be identified the permit will not be issued.)

The work is located on street/road _____ approximately _____

(Name)

(Distance)

_____ of intersection of street/road _____ .

(Direction i.e, north/south/east/west)

(Name)

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Weed and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Weed from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

INSURANCE CERTIFICATE REQUIRED

Note: The insurance certificate provided to the City by your organization's insurance company must name the City of Weed as an additional insured for the event specified in this application and must include a copy of any endorsements. The minimum coverage amount required is \$2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.

COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Siskiyou County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

PLEASE NOTE:

The signature of the applicant on this application will serve to indicate and acknowledge that the applicant has read and does understand the provision set forth therein, and upon affixing said signature, does agree to conform and comply with these provisions and requirements.

Encroachment Permits are valid for six (6) months from approval date, unless otherwise specified. If an extension is needed, please contact the Public Works Director.

NAME (PRINT/TYPE) _____

SIGNATURE _____

APPLICANT ADDRESS _____

CITY/STATE/ZIP _____

PHONE NUMBER _____

City Use Only _____

Ministerial Approval: _____ Date: _____
Public Works Director

Requires City Council Review:

Date of Meeting:



CITY OF WEED
INDEMNIFICATION AGREEMENT
Discretionary Project Approvals

This Indemnification Agreement ("Agreement") is made at Weed, California, by and between CITY OF WEED ("CITY") and _____ ("APPLICANT").

Recitals.

a. APPLICANT is a: (select one)

____ Individual or general partnership

(Attach names and addresses of partners as "a")

____ California corporation

____ (state) corporation, qualified in California

(Attach names and addresses of officers as "a") Corporation's state number:

____ California limited liability company ("LLC")

____ (state) _____ LLC

(Attach name and address of Manager as "a") LLC's state number:

____ Other (specify: _____

or: ____ description is attached as "a"

b. APPLICANT has applied to the CITY for approval of

_____ ("Project")

or: ____ description is attached as "b"

c. In regard to the Project, APPLICANT has, or will, apply for:

____ Zone change and/or General Plan amendment

____ Use Permit

____ Other Permit (specify): _____

____ Variance

____ Other Approval: (describe): _____

or: ____ description is attached as "c"

d. ____ APPLICANT is not the Owner of the real property where the Project is to be located. The name and address of the property Owner are stated at attachment "d". At the discretion of CITY, the Owner may be required to sign this Indemnification Agreement, in which case the indemnity obligations of APPLICANT and Owner shall be joint and several.

e. APPLICANT understands that the Project may be subject to environmental review under state law and/or CITY ordinance and that Project approval could be challenged in court, resulting in expenses and delays, and if such a court challenge is successful, approval of the Project could be nullified and completion of the Project could be prohibited.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, COVENANTS, AND PROVISIONS HEREIN, IT IS AGREED AS FOLLOWS:

1. Indemnification. APPLICANT agrees to indemnify, defend, save and hold harmless CITY, its elected and appointed officials, agents, contractors, and employees (herein collectively referred to as "CITY'S Agents") from and against any and all claims, actions, proceedings, or liability of any nature whatsoever, including but not limited to any of the following:

- (a) approvals issued in connection with the Project, including but not limited to those described hereinabove;
- (b) any action taken to provide related environmental review and determinations under the California Environmental Quality Act ("CEQA") by CITY'S staff, City Council, Planning Commission, or other CITY agencies, boards, or commission;
- (c) any action arising out of, or in connection with, the County's review or approval of the Project; or,
- (d) arising out of, or in connection with, the acts or omissions of the APPLICANT, its agents, employees, or contractors.

1.1. Attorney Fees and Court Costs. Indemnification shall be provided by APPLICANT and to CITY as to any court awards of attorney fees or court costs against CITY or CITY'S Agents.

1.2. Application. Indemnification shall also extend to any effort to attach, set aside, void, cancel, or annul the approval of the Project, or any aspect thereof, by the CITY or the CITY'S Agents, including but not limited to any contention that the Project or its approval is defective because a CITY ordinance, resolution, policy, standard, or plan is not in compliance with local, state, or federal law or regulation.

1.3. Negligence. Indemnification shall be provided as stated herein regardless of whether CITY or CITY'S Agents were negligent in the review or approval of the Project or any aspect thereof. With respect to acts or omissions of the APPLICANT, its agents, employees, or contractors, the indemnification obligation shall apply regardless of whether the CITY prepared, supplied, or approved plans, specifications, or both.

1.4. Plan Approval. The obligations of the APPLICANT (and, if any, the Owner) under this Agreement shall apply regardless of whether the CITY prepared, supplied, or approved plans, specifications, or both.

2. Notice. CITY will notify APPLICANT of any claim, action, or proceeding that is or may be subject to indemnification under this Agreement, provided, however, that CITY'S failure to give prompt and timely notice shall not be grounds for APPLICANT to refuse to provide CITY with a legal defense thereafter, nor shall it not be grounds for APPLICANT to refuse to provide indemnification except to the extent, if any, the delay materially prejudiced CITY'S effective defense of the claim for fees or costs. Any notices required under this Agreement shall be in writing and delivered by the U.S. Postal Service, or commercial delivery service, or email (if a paper copy is also mailed or delivered), and shall be addressed as shown below.

3. CITY'S Participation in Defense. CITY may within its unlimited discretion, participate in the defense of any claim, action, or proceeding covered by this Agreement, if CITY does so in good faith. CITY and CITY'S Agents shall at all times reasonably cooperate with APPLICANT in its defense.

4. CITY'S Approval of Counsel. CITY shall have the absolute right to approve any and all counsel employed by APPLICANT to defend CITY and/or CITY'S Agents. To the extent CITY uses any of its resources to respond to such claim, action, or proceeding, or to assist the defense,

APPLICANT will reimburse CITY as upon demand. Such resources shall include, but not be limited to, documented staff time, expenses, and court costs. CITY'S City Attorney's time, at his or her regular published rate for private clients, and any other direct and indirect costs associated with responding to, or assisting in the defense of, the claim, action, or proceeding. APPLICANT shall bear all expenses of investigation and of any expert consultants and witnesses.

5. Breach by APPLICANT. For any breach of this Agreement by APPLICANT or Owner, CITY may, upon ten (10) days' written notice to APPLICANT, rescind CITY'S approval of the Project and/or deem APPLICANT to have waived and withdrawn any right to proceed with the Project and/or any portion thereof, and/or the CITY may exercise any other remedies available under law, including but not limited to specific performance and damages.

6. Settlement. APPLICANT shall not be required to pay or perform any settlement unless it is first approved in writing by APPLICANT, which approval shall not be unreasonably withheld. Any settlement that affects the rights or obligations of CITY or CITY'S Agents is subject to their approval.

7. Survival. This Agreement shall constitute a separate agreement from any Project approval, and if the Project or the approval of any part thereof is, in whole or part, invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification, or setting aside.

8. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

9. Interpretation. This Agreement shall be interpreted and applied fairly and evenly as to all parties, regardless of whether one or more parties may have prepared all or any part of it.

10. Venue. In any legal proceeding brought by either party to enforce or interpret this Agreement, or for the breach hereof, the appropriate venue shall be only in Siskiyou County Superior Court.

11. Appeals. This Agreement shall apply to all stages of litigation, including any appeal.

12. Withdrawal of Project and Approval. At any time, APPLICANT shall have the option to withdraw or modify its Project and forfeit any approval theretofore given as to the same by CITY, which Project and/or approval is the subject of a claim, action, or proceeding, and thereafter terminate its defense of itself and/or CITY as to the claim, action, or proceeding, and concede the same to the opposing party, in which event APPLICANT and Owner may avoid additional liability for fees, costs and expenses which would otherwise be incurred if APPLICANT had continued to contest the claim, action, or proceeding.

13. Nature of Negligence. APPLICANT'S obligation to defend and indemnify under this Agreement shall apply whether or not there is concurrent, active, or passive negligence on the part of CITY'S Agents, except that APPLICANT'S obligation to indemnify shall not apply where the court finds there is gross negligence or willful misconduct by the CITY Agents.

APPLICANT'S obligations under this Agreement shall be effective regardless of whether any or all Project's approvals and/or actions by the CITY regarding the Project remain valid or are invalidated by any court.

14. Security. CITY'S City Council may require security from Applicant to address the risks associated with the Project. When the City Council requires security from the APPLICANT, APPLICANT shall provide security in the form and amount, and at the time, specified by the City Council.

15. Assignment. APPLICANT and any personal guarantors shall be and remain personally obligated to all of the terms of this Agreement notwithstanding any attempt to assign, delegate, or otherwise transfer all or any of the rights or obligations of this Agreement, and notwithstanding any change in or transfer of ownership of the real property upon which the Project is, or is to be, located, or of any interest therein.

APPLICANT:

Date: _____
Print: _____
Title: _____

Owner (If different):

Dated: _____
Print: _____
City: _____

Approved as to form:

Dated: _____
City Manager

Dated: _____
City Attorney

The following exhibits are attached: (indicate)

"a":

_____ Names and addresses of partners

_____ Names, addresses, and personal guarantees of corporate officers

_____ Names, addresses, and personal guarantees of LLC Managers

_____ Other

"b":

_____ Description of Project

"c":

_____ Approvals being sought

"d":

_____ Name and address of real property Owners