OFF-SITE SUBDIVISION SIGN APPLICATION (CD-P356)

FOR TEMPORARY WEEKEND DIRECTIONAL SIGNS

Submittal Requirements

This completed application form shall be submitted to the Community Development Department, along with any supplemental information required, a non-refundable $300 application fee, and a $200 refundable deposit (See Current Fee Schedule). Please reach out to PlanningEPC@folsom.ca.us for any questions about the application process.

All applicants shall submit a complete set of digital files (PDF) online via the City's eTRAKiT online portal: https://www.folsom.ca.us/government/community-development/epermit-center

Apply for a Permit →

Permit Type: **Sign Permit**
Permit SubType: **Subdivision Sign (Off-Site, Temporary Weekend Directional)**

Applicant's Name: _____

Applicant's Address: _____

Email: _____ Phone: _____

Developer/Builder Signature/Authorization (if applicable): _____

Name and Location of Subdivision: _____

Number of Signs: _____ Sign Area: _____ Sign Height: _____

Contact Person for Placement/Removal of Signs: _____ Phone: _____

Sign Permit #: _____

Planning Department Approval: _____ Date: _____

Public Works Department Approval: (if located in R-O-W): _____

L&L District Manager Approval (if located in L&L District): _____

Sign Permit Conditions:

1. Sign Permits for Weekend Directional Signs are valid for six (6) months from the approval date above.
2. A security deposit is required with each application to ensure proper placement and removal of signs.
3. Weekend Directional Signs are allowed only on weekends (and holidays) between Friday evening at 6:00 p.m. and removed no later than Monday mornings by 7:00 a.m. (including signpost or support structure).
4. Signage shall be installed per the stamped-approved plans and in compliance with applicable conditions.
5. All signs shall display the name, address, and phone number of the company responsible for sign placement.
6. A maximum of one sign per project may be located at points of turn, but all signs for any particular project must be separated by a minimum distance of 500 feet.
7. Signs located within the public R-O-W or on Lighting and Landscaping District property shall comply with the following conditions:
   a. Applicant shall provide certificate of insurance in accordance with attached License Agreement.
   b. The outer edge of sign shall not be closer than 6" behind sidewalk. On streets without sidewalks, the outer edge of sign shall not be closer than 2' behind edge of pavement.
   c. Signs shall not be placed within an imaginary triangle formed by the intersecting curb line of two streets. This clear vision triangle shall have sides 35' long extending from the intersection of two curb lines and a third side formed by connecting the two ends.
   d. Signs shall be placed in turf areas only, not within the ground cover and shrub bed areas.
   e. Signs shall not resemble or simulate the appearance of an official traffic control device.
   f. Additional conditions may be imposed by the Public Works Department and/or L&L District Manager on a case-by-case basis for site-specific constraints.
8. Off-site signs shall not be displayed with any lights, balloons, or other items attached.
9. Any violation of these conditions may result in denial of future permit renewal requests per Folsom Municipal Code Section 17.59.040(F).

OFF-SITE SUBDIVISION SIGN APPLICATION

FOR TEMPORARY WEEKEND DIRECTIONAL SIGNS

All proposed signage locations must be described below and shown on the attached City maps.

Sign #	**Location:** Describe intersection location such as northeast corner, or identify minimum distance from intersection and/or other sign locations along roadway	**With R-O-W?** If not, owner authorization
#1		
#2		
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		
#11		
#12		
#13		
#14		
#15		
#16		
#17		
#18		
#19		
#20		
#21		
#22		
#23		
#24		
#25		

CITY OF FOLSOM
Community Development Department

LICENSE AGREEMENT

This Agreement, for reference dated _____is made by and between the City of Folsom, a Municipal Corporation, hereinafter referred to as "Licensor" and _____ hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, the Licensor is the owner and/or is in possession of the real property located within the City of Folsom at the locations identified on the map in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Licensee desires to obtain the authority to post signs on said property on a temporary basis.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, Licensor and Licensee agree as follows:

1. **TERM OF AGREEMENT**

This Agreement shall be effective as of the date executed by all parties and approved as to form by the City Attorney and shall continue for six months concurrent with the term of the Sign Permit, unless otherwise terminated in accordance with the provisions of this Agreement.

2. **NATURE OF LICENSE**

Licensee is hereby authorized to post the signage as depicted in Exhibit "B" attached hereto and incorporated herein by reference. There shall be no deviation from the signage as depicted in Exhibit "B" without the express consent of the Licensor.

3. **CONTENT**

The grant of this license by Licensor to allow Licensee to post its signs does not imply or conclude that the content of the signs represent the views or opinions of the Licensor.

4. **FORMAT**

Any and all signs shall not exceed the maximum size allowable and shall comply with all other requirements of Folsom Municipal Code Chapter 17.59 to the satisfaction of the Community Development Department.

5. **TERMINATION**.

a. Licensor reserves the right to revoke this Agreement, with or without reason, at any time. Licensee agrees not to take any action to prevent Licensor from revoking the authority granted by this Agreement.

b. Upon termination of this Agreement, Licensee agrees to vacate the Premises and remove all personal property within three (3) days of written notice of termination. Any property not removed within three (3) days shall become the property of Licensor.

6. DISCLAIMER OF LICENSOR'S OBLIGATION

Licensor shall have no obligation to improve, repair or maintain the property.

7. WAIVER OF CLAIMS

Licensor shall not be liable to Licensee, and Licensee waives all claims against Licensor for any damage to Licensee, to Licensee's property, to Licensee's business, or to any other person or property arising from any cause.

8. INDEMNITY

Licensee shall indemnify, protect, defend, save and hold Licensor, its officers, employees, and agents, harmless from any and all claims costs, damages, and expenses, or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Licensee or Licensee's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Licensee or its employees, subcontractors, or agents, or by the quality or character of Licensee's work. It is understood that the duty of Licensee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Licensee from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply, and shall further survive the expiration or termination of this Agreement. By execution of this Agreement, Licensee acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9. INSURANCE

During the term of this Agreement, Licensee shall maintain insurance coverage as set forth in Exhibit "C", attached hereto and incorporated herein by reference, at its own cost and expense.

10. NOTICE

a. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

1. When personally delivered to the recipient, notice is effective on delivery.

2. When mailed first-class to the last address of the recipient known to the party giving notice, notice is effective five (5) days after deposit in a United States Postal Service office or mailbox.

b. Addresses for purpose of giving notice are as follows:

Licensor: Community Development Department Director
City of Folsom
50 Natoma Street
Folsom, CA 95630

Licensee: _____
_____
_____
_____

11. AMENDMENTS

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

12. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.

B. Venue: This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.

D. Time: All times stated herein or in any other contract documents are of the essence.

E. Binding: This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Licensee and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Licensee for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

G. Waiver: In the event that either City or Licensee shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

13. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Agreement between the City and Licensee concerning the subject matter hereof and supersedes

any and all prior oral and written communications between the parties regarding the subject matter hereof.

14. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

15. COUNTERPARTS

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

END OF TEXT - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed.

LICENSEE:	***(If a corporation, must be signed by two officers of the corporation per Corporations Code section 313.)***
Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF FOLSOM, A Municipal Corporation:

Date	City Manager
ATTEST:	FUNDING AVAILABLE:
Christa Freemantle, City Clerk Date	Stacey Tamagni, Finance Director Date
ORIGINAL APPROVED AS TO CONTENT:	ORIGINAL APPROVED AS TO FORM:
Pam Johns, Community Development Director Date	Steven Wang, City Attorney Date

NOTICE: SIGNATURE(S) ON BEHALF OF LICENSEE MUST BE NOTARIZED.
A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of Licensee. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

All applicants shall submit a complete set of digital (PDF) online via the City's eTRAKiT online portal: https://www.folsom.ca.us/government/community-development/epermit-center

Apply for New Project Project Type: **Zoning Verification and Interpretation**
→ Project SubType: **Opinion on a Planning Matter**

Exhibit “A”
Map of Locations

Exhibit “B”
Signage

Exhibit "C"
Insurance

NOTE: The word "Consultant" in this Exhibit refers to "Licensee" as the term is used in the Agreement to which this Exhibit is attached.

A. During the term of this Agreement, Consultant shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

a. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.

b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).

c. Claims-made coverage is not acceptable.

d. The limits of liability shall not be less than:

Each occurrence: One Million Dollars ($1,000,000)

Products & Completed Operations: One Million Dollars ($1,000,000)

Personal & Advertising Injury: One Million Dollars ($1,000,000)

e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.

f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.

g. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. Automobile Liability:

a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.

b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).

c. The limits of liability per accident shall not be less than:

Combined Single Limit One Million Dollars ($1,000,000)

d. If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall

include an endorsement providing automobile liability as required above.

3. Workers' Compensation
   a. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employer's Liability coverage.
   b. Employer's Liability Coverage with a limit not less than $1,000,000 per accident for bodily injury and disease.
   c. Consultant shall sign and file with the City department responsible for this Agreement/Contract the Worker's Compensation Certificate contained in the Project Manual.
4. Insurance Required in the Supplementary Conditions: Consultant shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.
5. Professional Liability Insurance
   If required, errors and omissions, malpractice or professional liability insurance with coverage of not less than $1,000,000 per claim.
6. Other Insurance Provisions:
   a. The Consultant's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
      i. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant in a form acceptable to the City Attorney.
      ii. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage shall be provided to the City.
      iii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
   b. For any claims related to the project, the Consultant's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
   c. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
   d. The Consultant's Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.

e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after **30 days prior written notice** by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

7. Acceptability of Insurers: Insurance is to be placed with insurers with **a Bests' rating of no less than A:VII**.
8. The Consultant shall furnish the City with Certificates of Insurance and endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. **The Consultant shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.**
9. The Consultant shall report, by telephone to the Project Manager within 24 hours, and also report in writing to the City within 48 hours, after Consultant or any Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars ($10,000) to property of the City or others, arising out of any work done by or on behalf of the Consultant as part of the contract.
10. Such report shall contain:
    a. the date and time of the occurrence,
    b. the names and addresses of all persons involved, and
    c. a description of the accident or occurrence and the nature and extent of the injury or damage.
11. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
12. If the Consultant fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
13. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
14. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
15. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
16. In the event Consultant carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and the City's insurance or self-insurance coverage shall be excess to the Consultant's Excess Liability Coverage.