

# CITY OF TURLOCK ENGINEERING DIVISION

156 S. BROADWAY, STE. 150 | TURLOCK, CA 95380 | PHONE 209-668-5520 | FAX 209-668-5563 | engineering@turlock.ca.us | TDD 800-735-2929

### Application Fee (circle one): \$79 (initial) OR \$42 (renewal)

Each application and corresponding fee apply to one day only. A separate application is required for each additional date.

App	lication	Date:

Approved Permit #: \_\_\_\_\_

#### APPLICANT INFORMATION

Name: \_\_\_

Residence Address: \_\_\_\_\_

Mailing Address (If different from residence):

Email

### POINT-OF-CONTACT INFORMATION (if same as above, skip this section)

Name:	Primary Phone #:	
Residence Address:		
Mailing Address (If different from residence):		
Email		Address:

\_\_\_\_\_ Primary Phone #: \_\_\_\_\_

#### **EVENT INFORMATION**

Activity (Reason for closure):		
Street Closure Date	Start Time:	End Time:
Street(s) to Close:		
Between (Cross Street #1):	and (Cross Street #2):	
Number of Attendees Anticipated (Not to exceed 150):		

#### APPLICANT MUST REVIEW AND COMPLY WITH THE FOLLOWING PERMIT REQUIREMENTS (please initial each item):

- \_\_\_\_\_ Applicant must provide or rent barricades. Lighted barricades must be used outside of daylight hours.
- Applicant must provide a signed self-certification confirming they notified each of the residents within the proposed closure area as soon as practically possible, but no later than seventy-two (72) hours prior to the start of the street closure.
- Applicant must follow the valid Temporary Traffic Control Plan (TTCP).
- Applicant must maintain a path of travel at least 20 feet wide, from one end of the closure to the other, free of fixed objects (i.e., vehicles, pop-up tents, food stalls, etc.).
- \_\_\_\_\_ Applicant must have an approved hard copy of the permit available on-site during the event and presented to authorized City officials upon request.

\_\_\_\_\_ Applicant agrees to pay all estimated and actual costs associated with this Local Street Closure permit.

- Applicant acknowledges that TTCP may be inspected by City representatives & the City reserves the right to revoke any permit for any reason, including unacceptable TTCP.
- \_\_\_\_ Applicant certifies that the information provided in this application is true and complete to the best of their knowledge and understands that falsified information may result in denial or revocation of the permit.

Address:



156 S. BROADWAY, STE. 150 | TURLOCK, CA 95380 | PHONE 209-668-5520 | FAX 209-668-5563 | engineering@turlock.ca.us | TDD 800-735-2929

The temporary closure of a Local Street must be approved by the City of Turlock per California Vehicle Code §21101(e) and Turlock Municipal Code (TMC) Chapter 5-2. This permit is available to residents for a fee of \$79 for first-time applications and \$42 for renewal applications [TMC 5-2-202 (c)].

In addition to the Permit Requirements, applicants must review and agree to the following conditions:

## **Conditions:**

- 1. **General Conditions:** Permit shall only be valid when signed by all parties on page 3. The Applicant must be at least 18 years of age.
- 2. **Notification**: Applicant must notify all residents within the proposed closure area at least 72 hours before the closure, verbally or in writing.
  - a. If more than 50% of households submit written objections, the City may deny or revoke the permit.
- 3. **Traffic Control:** A City-issued Temporary Traffic Control Plan (TTCP) must be followed. Applicant supplies all barricades, signs, and other traffic control items.
- 4. Access: A 20-foot-wide, unobstructed path must be maintained for emergency access, free of fixed objects (i.e. vehicles, food stalls, etc.).
- 5. Lighted barricades shall be used for events that occur outside of daylight hours.
- 6. **Have permit available:** An approved, hard copy of the permit is required to be available on-site during the event and presented to authorized City officials upon request.
- 7. **Insurance**: In accordance with Turlock Municipal Code Section 1-6-01, applicants for a Local Street Closure permit are not required to provide general liability or homeowner's insurance.

<u>The Police Department is duly authorized to revoke a permit for any reason.</u> Failure to adhere to the listed conditions may result in the suspension or immediate revocation of the event, immediate reopening of the street, and denial of future street closure applications by that applicant.

## Process:

- 1. Application and fees must be submitted to the Engineering Division at least (2) weeks prior to event.
- 2. Staff reviews each street closure request to ensure it will not negatively affect the community.
- 3. Staff drafts Temporary Traffic Control Plan (TTCP) and attaches it to the application for routing.

4. If necessary, Staff forwards packet to other City departments, including the Police and Fire Departments, for review and comment.

- 5. If all conditions of TMC 5-2-206 (a) are met, then the permit is approved.
- 6. Approved permits will be emailed within (48) hours of the approval date.

7. City staff will conduct an inspection at the beginning of the event to ensure all Conditions are met and the closure conforms to TMC Chapter 5-2. Staff may request proof of purchase or reservation of TTCP devices to confirm proper preparation and facilitate the inspection process.

If you have questions or would like to check your application status, please contact the Engineering Division at <u>engineering@turlock.ca.us</u> or (209) 668-5520, Monday – Friday, 8:00am – 5:00pm.

# Applicant Certification and Agreement of Conditions

### Section 1: INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT

The undersigned applicant, \_\_\_\_\_\_\_ ("Organizer") agrees, by signing below, to indemnify, defend, and hold harmless, and to release, waive, and discharge the City of Turlock and its officers, officials, agents, employees, and volunteers, from any and all liability for any injury, including death, or property damage, alleged or arising out of or in any way connected with performance under this Agreement, including bodily and personal injury or property damage The foregoing obligation of Organizer shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises solely from the negligence or willful or active misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Organizer or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

I, the Organizer further agrees, by signing below, that the event/activity will be conducted in accordance with and subject to the terms and conditions of this Agreement. To the extent a release and/or waiver of any type is obtained from any participant in the event/activity, said release and/or waiver shall expressly include the City, its employees, agents and representatives as released parties. Said provision(s) shall confirm that the City, its officials, officers, employees, agents, and volunteers are released from all claims or damages of any type which may arise or are in any way related to participation in said event/activity.

Section 2: NEIGHBORHOOD NOTIFICATION SELF-CERTIFICATION

I also acknowledge, understand, and agree by signing below that I am required to notify each resident within the proposed street closure area of my intent to temporarily close the street, no later than seventytwo (72) hours prior to the start of the event. Notification may be made either verbally or in writing. I understand that if a simple majority (50% plus one) of affected properties submit written objections to the City before the permit is issued, the permit will be denied. Only one objection per parcel will be counted.

## By signing below, I certify that:

- $\Box$  I have already completed this required notification, OR
- □ I agree to complete the notification as required prior to the start of the closure.

I understand that failure to notify residents as required may result in denial or revocation of this permit and may affect eligibility for future permits.

### Section 3: ACKNOWLEDGEMENT

I hereby acknowledge that I have read, understand, and agree to the above Hold Harmless and Release Agreement in Section 1 and fully understand that I assume all risks for any injuries and property damage as outlined. I also acknowledge, understand, and agree to the Neighborhood Notification Self-Certification process as noted above in Section 2. Finally, I acknowledge, understand, and agree to follow all of the terms and conditions of the Local Street Closure Permit, which are outlined on pages 1 and 2 of this document.

Applicant/Organizer Name	Signature	Date
City Representative Name	Signature	Date
Risk Management Name	Signature	Date