# CITY OF IMPERIAL

**Community Development Department**
Phone Number: (760) 355-3335
Fax: (760) 355-4178
www.cityofimperial.org/engineering-division

Encroachment Permit Application

PERMIT No._____
(CITY USE ONLY)

## Applicant/Owner Information

Owner/Applicant Name:_____

Contact Person:_____

Mailing Address:_____

Contractor's Name:_____

Phone:_____

Fax:_____

City of Imperial Business License No.:_____

Contractor License No.:_____Lic. Class:_____

U.S.A. Permit Number:_____

**PERMIT IS NOT VALID UNTIL U.S.A.**
**(underground service alert of Southern California)**
**NUMBER IS OBTAINED**

## Project Information

Project Location:_____

_____

Proposed Work Description:_____

_____

Subdivision/Project Name:_____

_____

| Approvals: | Signatures: | Date: |
|---|---|---|
| Engineering | | |
| Planning | | |
| Fire Depart. | | |

**Requested Permit Dates:**
Start Date:_____ End Date:_____

**Traffic Control Requested:**
*Required: Attached Traffic Control Plan*

- ☐ Sidewalk/Shoulder Closure
- ☐ Lane Closure
- ☐ Road Closure/Detour
- ☐ Other _____

☐ **COMMERCIAL: $1,208.00**
Processing Fee: $208.00 (NON-REFUNDABLE)
Time & Material Deposit: $1,000.00

☐ **RESIDENTIAL: $508.00**
Processing Fee: $208.00 (NON-REFUNDABLE)
Time & Material Deposit: $300.00

Applicant agrees, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of Imperial ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul any approvals issued in connection with any of the above described application(s) by City.

Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

After review and consideration of all of the foregoing terms and conditions, Applicant, by its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

Once the permit has been issued, it is only valid for the period of time specified by the Applicant in this application. In the case where the Applicant needs more time to complete the project, an extension shall be requested. The permit can only be extended for a certain additional time determined by the Director of the Department. If the Applicant's project will take longer than the requested extension, Applicant must resubmit an application and go through the permit process again.

**ALL WORK CONDUCTED AS PART OF THIS ENCROACHMENT PERMIT SHALL COMPLY WITH THE ATTACHED GENERAL CONDITIONS.**

## City of Imperial
## Encroachment Permit
## General Provisions

1. **ACCEPTANCE OF PROVISIONS.** Permittee's engagement in any activity under this permit shall constitute an acceptance of these provisions.

2. **KEEP PERMIT ON THE JOBSITE.** This Permit shall be kept at the site of the work and must be shown to any representative of the District.

3. **ENCROACHMENT ON CITY RIGHT OF WAY ONLY.** This Permit only relates to encroachment on the City's right away. The City has title to the right of way based upon recorded right of way deeds and/or implied dedication. This permit does not address encroachment on the real property or right to real property belonging to any other entity. The City makes no warranty concerning this encroachment and the real property, or the right to real property belonging to any other entity. Permittee places this encroachment at its own risk.

4. **ADDITIONAL AUTHORIZATION.** Permittee shall secure written authorization, order or consent, prior to the performance of any work hereunder, from any private or public entity, or other lawful authority which may pertain to the use of right away or real property and the type of activity for which this permit is granted. This Permit shall be suspended in operation unless and until such authorization, order or consent is obtained.

5. **MAINTENANCE.** Permittee shall exercise reasonable care to maintain properly any encroachment placed by it in the right of way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right of way as a result of activities performed under this permit, including any and all damage to the right of way which would not have occurred had such work not been done or such encroachment not placed therein. The City shall not be held responsible for any damage to any improvements or facilities installed by Permittee under this permit, whether said damage is caused by the city or its agent or otherwise.

6. **CLEAN UP RIGHT OF WAY.** Upon completion of any activity under this permit, the job site and surrounding area shall be placed in the same condition or better than it was immediately prior to work, for example, all brush, timber, scraps, trash and material shall be entirely removed and the right of way left in as presentable condition as before work started. In instances where work affects City facilities (sidewalks, roadway pavement), the surrounding area must be returned to current City standards.

7. **CONSTRUCTION.** All construction activity pursuant to this permit shall conform to recognized construction. All of the work shall be done subject to the supervision of, and to the satisfaction of, the City of Imperial.

8. **FUTURE MOVEMENT OF WORK OR INSTALLATION.** Whenever the City desires to construct, reconstruct or do maintenance work on City facilities on the right of way, or to use the right of way for any purpose, the Permittee shall, upon request of the City, immediately move, remove, relocate or otherwise change, any improvements, work or installation on the right of way, all at the sole expense of the Permittee.

9. **INDEMNITY.** The Permittee shall, to the fullest extent permitted by law, indemnify and save the City free and harmless of and from all claims, demands, losses, and liability, including cost and legal fees, arising directly or indirectly out of obligations undertake in connection with this permit, excepting only claims arising from the sole negligence or misconduct of the City.

10. **INSURANCE.** At any time, at the judgment of the City, Permittee, may be required to obtain commercial general liability insurance, naming Permittee as insured and the City as additional insured, with total limits of any amount up to $1,000,000 per occurrence and $2,000,000 general aggregate. Permittee's failure to obtain such insurance when required shall be a material breach of this permit.

11. **BOND.** At any time, at the judgment of the City, Permittee may be required to obtain a bond, in an amount equal to the value of work or improvements constructed or activities performed by Permittee. Permittee's failure to provide a bond when requested shall be a material breach of this permit.

12. **NO HAZARDOUS MATERIALS/WASTE OR SPILLS.** Storage and/or disposal of any hazardous material(s) or hazardous waste(s) on to this right of way are expressly forbidden. Any spills of a hazardous material or hazardous waste used or produced during the permitted activity is to be cleaned up immediately by the Permittee, at their expense. The City has the absolute right to immediately suspend anoperation that does not adhere to these requirements, or is found in violation of any Local, State, or Federal Environmental Regulations, until the problem is adequately or completely resolved.

13. **AS BUILT DRAWINGS.** On all permits affecting City pipelines and facilities, Permittee shall submit As-Built Drawings within 30 days of completing the work.

14. **NOTIFICATION.** Permittee shall notify the City's Inspector at (760) 355-1151 at least 48 hours prior to start of work. In addition, Permittee shall not make or allow any excavation or fill to be made WITHOUT FIRST NOTIFYING THE CITY OF IMPERIAL by calling 1-800-422-4133 (Underground Alert), and OBTAING PERMISSION.

15. **PRECEDENCE.** The terms of this encroachment permit take precedence over and supersede all other agreement between the City and permittee concerning the obligations undertaken in connection with this permit.

16. **ENVIRONMENTAL.** The Permittee shall comply with and abide by all federal, state and local environmental laws, rules, regulations and guidelines applicable to the site of the work or activities for which this permit is granted. Permittee's failure to fulfill this provision shall be a material breach of this permit. The City shall not be held responsible for any violation or non-compliance by Permittee of any and all applicable laws, rules, regulation and guidelines pertaining to environmental issues in the performance of the work or activities under this permit. These issues include but are not limited to: wildlife habitat; rare, threatened, and endangered or species of special concern; sensitive vegetation, air and water quality, cultural resources, etc., their impacts, and mitigation thereof.

## Filing Fees

Every application, request for permit, or request for a planning review or service procedure to the Community Development Department shall include a fee and deposit as prescribed herein. The department shall not accept or receive any such request without the proper fee, and no fee shall bewaived by the department.

## Use/Cost of Consultants

The Community Development department, at the discretion of the Community Development Director, may use or employ outside independent consultants to assist in processing applications, conduct special studies or provide expertise not available within the department.
The cost for such consultants shall be a charge against the project and is in addition to the City's fees. As consultant fees are paid, the applicant may be required to maintain the deposit at a level determined by the Community Development Director. Failure to maintain the required deposit shall result in a cessation in the processing of the subject application. The City shall return that portion of the deposit, if any, remaining at project completion. In accordance with City policy to ensure cost recovery, Staff time spent on these projects will be tracked, and developers will be billed based on actual labor, material, equipment and the indirect cost rate. The deposit amount will be maintained in a City Trust Fund account and used to pay for staff and consultant services on a time-and -materials basis. If the consultant's services amount exceeds the deposit, the applicant will be billed for the difference. The deposit must be maintained in the full amount as directed by the Community Development Director.

Applicant is responsible for any fees associated with the City of Imperials' City Clerk office and any department required for processing the said application from the Imperial County.

Fire Department Fees are paid and processed separately from the Community Development Department.

| _____ | _____ | _____ |
|---|---|---|
| Applicant Print Name | Applicant Signature | Date |