

PROCEDURE FOR ENCROACHMENT PERMIT APPLICATION

EFFECTIVE September 28, 2020

1. Application and Permit form with “special provision” can be obtained from the City Engineering Division.
2. Complete original form and one copy must be returned to the Engineering Division with the \$65.00 application fee to cover administrative review costs. The original application will be retained by the City Engineering Division; the duplicate will be the applicant’s file copy.
3. The application must be signed by the **Property Owner** of record.
4. At least two weeks review time by the Engineering Division should be allowed. It shall be the applicant’s responsibility to coordinate with all appropriate utilities. The application fee of \$65.00 and the encroachment rental fees to be charged by the City of Billings are hereby established below. If there is any question on the fee, please contact the Engineering Division at 657-8231.
 - A. Tier 1 encroachments shall be determined by the Public Works Department as those encroachments that have minimal impact to the right-of-way, including, but not limited to awnings, hanging signs, landscaping, and conduit.
 - i. Annual rate per square foot of the encroachment area: \$2.00
 - ii. Annual rate per linear foot of the encroachment \$2.00
 - iii. Minimum annual fee per encroachment \$10.00
 - B. Tier 2 encroachments shall be determined by the Public Works Department as those encroachments that have a major impact to the right-of-way, making the encroached-upon portion of the right-of-way unusable to the public. Tier 2 encroachments include, but are not limited to signs on the ground, fences, restaurant patios, and buildings/structures in the right-of-way.
 - i. Annual rate per square foot of the encroachment area: \$2.00
 - ii. Minimum annual fee per encroachment \$10.00
5. The above fees shall continue in full force and effect until changed by the City Council by subsequent resolution.
6. If the Engineering Division recommends the approval of the application, the Permit Clerk will contact the applicant.
7. If the Engineering Division recommends denial of the application, the copy will be returned to the property owner, who may elect as an individual to submit the application to the City Clerk and the City Council for the appeal process.
8. If the City Council approves the Encroachment Permit, the city will forward an executed copy of the Permit to the Public Works Account Clerk for the annual assessment to be placed on the tax rolls.
9. The Public Works Account Clerk will forward the original to Engineering for filing and will forward an executed copy of the Permit to the property owner.

**CITY ENGINEERING DIVISION
2224 MONTANA AVE
BILLINGS, MT 59102**

STRUCTURE ENCROACHMENT APPLICATION AND PERMIT

\$65.00 / _____
Application Annual Fee Tax Code Number

APPLICATION FOR PERMIT TO

(Insert Nature of Permit)

1. Name of Applicant: _____
2. Address of Applicant: _____
3. Telephone number of applicant: _____
4. Legal Description: Subdivision: _____
Lot(s): _____ Block: _____ Address: _____
5. Property Owner/Permittee: _____
6. Property Owner/Permittee Address: _____
7. If Permittee is a corporation, give State of Incorporation and names of President and Secretary: _____

8. Nature of Permit desired: (Give sufficient detail to permit thorough understanding, and submit blueprints or sketches, in duplicate.)

9. Location of installations or structures to be installed: _____

10. For how long a period is the permit desired: _____

REMARKS: _____

SPECIAL PROVISIONS PERMIT

Subject to the following terms and conditions, this provision is included and is part of the attached permit, is hereby granted:

1. **TERM.** This permit shall be in force and effect from the date hereof until revoked as herein provided.
2. **RENTAL OR FEES.** Fees shall be as established by ordinance.
3. **REVOCAION.** This permit may be revoked by the City upon written notice to Permittee, at the address shown in the application hereto attached, but the City reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.
4. **COMMENCEMENT OF WORK.** No work shall be commenced until Permittee notifies the City Engineer when he proposes to commence work.
5. **CHANGES IN STREET.** If City changes street necessitating changes in structure or installations installed under this permit, Permittee shall make necessary changes without expense to City.
6. **CITY SAVED HARMLESS FROM CLAIMS.** In accepting this permit, the Permittee, its/his successors or assigns, agree to protect the City and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation or by the improper occupancy of said street right-of-way, and in case any suit and or action is brought against the City and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will, upon notice to it/ him of the commencement of such action defend the same at its/his sole cost and expense and satisfy any judgement which may be rendered against the City in any such suit or action.
7. **PROTECTION OF TRAFFIC.** Insofar as the interests of the City and the traveling public are concerned, all work performed under this permit shall be done under the supervision of the City Engineer of the City of Billings and his authorized representatives, and he/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, manner which traffic is to be handled, shall specify to Permittee new road surfaces to be replaced if it is disturbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6, hereof.
8. **STREET AND DRAINAGE.** If the work done under this permit interferes in any way with the drainage of the City streets or alleys affected, Permittee shall, at their own expense, make such provisions as the City may direct to take care of drainage.
9. **RUBBISH AND DEBRIS.** Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed, and the roadway and roadside left in a neat and presentable condition satisfactory to the City.
10. **WORK TO BE SUPERVISED BY THE CITY.** All work contemplated under this permit shall be done under the supervision of, and to the satisfaction of, an authorized representative of the City, and the City hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the Permittee.
11. **CITY RIGHT NOT TO BE INTERFERED WITH.** All such changes, reconstruction or relocation shall be done by Permittee in such a manner as will cause the least interference with any of the City's work, and the City shall not be liable for any damage to the Permittee by reasons of any such work by the City, its agents, contractors, or representatives, or by the installations or structures placed under this permit.
12. **REMOVAL OF INSTALLATIONS OR STRUCTURES.** Unless waived by the City upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.

13. MAINTENANCE AT EXPENSE OF PERMITTEE. Permittee shall maintain, at its/ his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the City.
14. CITY NOT LIABLE FOR DAMAGE TO INSTALLATIONS. In accepting this permit, the Permittee agrees that the City shall not be held liable for any damage or injury done to said installations or structures by any City employee engaged in construction, alteration, repair, maintenance or improvement of the City Street or alley.
15. CITY TO BE REIMBURSED FOR REPAIRING ROADWAY. Upon being billed therefore Permittee agrees to promptly reimburse City for any expense incurred in repairing surface of roadway due to settlement at installation, or for any damage to roadway or structure as a result of the work performed under this permit.
16. OTHER CONDITIONS AND/OR REMARKS. If this encroachment involves excavation in the public right-of-way, (1) a licensed and bonded contractor must obtain a right-of-way permit from the City Engineer's Office prior to start of work; and (2) applicant must maintain a subscription to Montana One-Call System for locating utility lines and underground facilities.

Dated at _____, Montana, this _____ day of _____, 20____.

The undersigned, the "Permittee" mentioned in the foregoing instrument, hereby accepts this permit, together with all the terms and conditions set forth therein.

City Engineering Division of the Public Works Department.

BY: _____

(CITY ENGINEER)

(PROPERTY OWNER)

(DATE)