

216 East Park Street
McCall, Idaho 83638
P: (208) 634-7052
F: (208) 634-3038
rsantiago-govier@mccall.id.us

Revocable Encroachment Permit



Submittal Date: _____ Permit #: _____

ENCROACHMENT INFORMATION:

Property Address: _____

Requested Start Date: _____

Property Description (include item & location in street, sidewalk, alley, etc): _____

Dimensions: _____

Site plan attached? YES or NO (circle one)

Purpose: _____

Hours of Operation (inside and outside): _____

Plan for Waste Abatement: _____

ADA Accessibility: _____

APPLICANT INFORMATION:

Applicant's Name: _____ Phone: _____

Mailing Address: _____ Email: _____

CONDITIONS OF APPROVAL:

Upon acceptance of permit, applicant/licensee agrees to abide by the general conditions that accompany this permit and special conditions noted in the space below:

Revocable Encroachment Permit Continued:

APPLICANT ACCEPTANCE:

Revocable License is granted affecting the property described and for the purpose designated hereby and granted to the Applicant/Licensee above named, subject to all the conditions special and general hereinafter enumerated with the terms and conditions of the City of McCall City Code. Attachments are deemed a part of the License. A City designee is authorized to inspect the project site.

Applicant accepts the Terms and Conditions of this License Agreement:

Applicant Signature _____ Date: _____

License Authorization: _____ Date: _____

License Expiration Date: _____

- I certify that I have read and examined this application and all submittals and know the same to be true and correct. All provisions of laws and ordinances that govern this type of work will be complied with whether specified herein or not.

Signature _____

Date _____

This Permit is Issued on the foregoing terms.

City of McCall, Idaho

By _____ Dated: _____

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II. GENERAL CONDITIONS

- a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the City of McCall, Idaho, hereinafter referred to as City.
- b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein. Unauthorized property or structures shall be immediately removed by licensee.
- c. **REVOCABILITY AND WITHDRAWAL.** The license is revocable by the City with or without cause upon ten (10) days written notice to the other party. The licensee may withdraw from and terminate the license with or without cause upon ten (10) days written notice to the City. Upon revocation or withdrawal, all of Licensee's property installed or located on the property shall be removed and the property returned to its previous condition in a manner satisfactory to the City.
- d. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, and local government laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.
- e. **SANITARY CONDITIONS.** The licensee shall at all times keep the premises in a sanitary condition satisfactory to the City.
- f. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no City property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of the City and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to the City upon demand.
- g. **INDEMNIFICATION.** The licensee shall indemnify and hold harmless the City, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of this license.

Revocable Encroachment Permit Continued:

- h. STORAGE. Any City property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by the City.
- i. OPERATION. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- j. NOTICE. Any notice under this License shall be in writing and shall be effective when actually delivered in person or three (3) days after being deposited in the U.S. Mail, registered or certified, postage prepaid and addressed to the party at the address on this License or other such address as either party may provide by written notice to the other.
- k. GUARANTEE DEPOSIT. Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to the City.
- l. SECURITY. Any security required by this license shall be in the amount designated above, executed in manner and form of guaranty satisfactory to the City.
- m. PROOF OF LIABILITY INSURANCE. A proof of liability insurance certificate in a minimum of five hundred thousand dollars (\$500,000) shall be submitted to the City to be kept on file prior to issuing an encroachment permit. The City should be listed as co-insured on the policy, and proof of insurance must be produced at any time the City requests. The permit will be revoked at any point when the insurance policy expires or becomes invalid. The insurance provider must be licensed to do business in the State of Idaho.
- n. EXPENSE. Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.
- o. FUTURE REQUIREMENTS. The licensee shall promptly comply with such further conditions and requirements as the City may hereafter prescribe.
- p. ATTEMPTED VARIATIONS. There shall be no variation or departure from the terms of this license without prior written consent of the City.
- q. NONDISCRIMINATION. The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2). The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the

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property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor. The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation or revocation of the license.

r. ATTORNEY FEES. In the event any action is brought to enforce this License, the prevailing party is entitled to an award of reasonable attorney fees and costs.