

the City of Great Falls and to restore the boulevard at no expense to the City of Great Falls.

Dated at _____, Montana, this _____ Day of _____, 20_____.

(Signature of Applicant)

PERMIT

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

ADDRESS: _____, GREAT FALLS, MONTANA

LEGAL DESCRIPTION: _____, CASCADE COUNTY

1. TERM. This permit shall be in full force and effect from the date hereof until revoked as herein provided.
2. RENTAL OR FEES. Fees shall be \$50 per year plus \$1.00/sq. ft. in excess of 50 sq. ft. or as established by Resolution of the City Commission.
3. REVOCATION. 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 office of the City Engineer at 771-1258 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 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 and 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 Great Falls and his authorized representatives, and

he/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, manner in which traffic is to be handled, and shall specify to Permittee how road surface is to be handled, and shall specify to Permittee new road surface is 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 said 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 boulevard 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 and to the 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 anytime, said changes or removal to be made at the sole expense of the Permittee.
11. **CITY RIGHT NOT 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 reason of any such work by the City, its agents, contractors or representatives, or by the 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. If the Permittee fails to remove or restore the premises the City may do so and assess costs of removal against the property.
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 to any damage or injury done to said installations or structures by a City employee engaged in construction, alteration, repair, maintenance or improvement of the City street or alleys.
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 other damage to roadway or structure as a result of the work performed under this permit.
16. **OTHER CONDITIONS AND/OR REMARKS.** _____

APPROVED BY:

City of Great Falls, City Engineering Office, Department of Public Works

Dated this _____ day of _____, 20____, at the Department of Public Works, Great Falls, Cascade County, Montana.

BY: _____ DATE: _____
(City Engineer)

* * * * *

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

(Permittee)

(Date)

State of Montana
:ss.
County of Cascade

On this _____ day of _____, 20__ a Notary Public for the State of Montana, personally appeared _____ known to me the undersigned to be the person whose names subscribed to the within instrument, and acknowledge to me that they respectively, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of MT
Printed or Typed Name _____
Residing at _____
My Commission Expires _____, 20____

PROCEDURE FOR ENCROACHMENT PERMIT APPLICATION

CITY OF GREAT FALLS

EFFECTIVE DATE APRIL 24, 2001

1. Application and Permit form can be obtained at the City Engineering Office, Public Works Complex, 1025 25th Avenue NE.
2. Original form must be completed, notarized and returned to the City Engineering Office with the \$50.00 application fee (non-refundable) to cover administrative review costs.
3. At least two weeks review time by the Engineers Office with coordination of Utilities should be allowed. (The application fee of \$50.00 and the annual fee of \$1.00 per square foot of encroachment area must be inserted on both the application and permit form before submittal to the City Engineer.) *
4. If the Engineers Office recommends approval of the application, we will contact the applicant. The pro-rated first year rental fee is due upon issuance of the permit.
5. If the Engineers Office recommends denial of the application, the original will be returned to the applicant, who may elect to appeal the denial to the City Commission upon payment of \$100 appeal fee (non-refundable).
6. If either Engineering or the City Commission approves the Encroachment Permit, the City will: 1) forward an executed copy of the Permit to Fiscal Services (miscellaneous receivables) for annual billing; 2) copy to Community Development to be placed in property file; 3) copy to the permit applicant; 4) Engineering; and 5) record original notarized permit with Clerk & Records office with cover sheet.

* If any information is missing from the application, it will be returned to the applicant before any Engineering review is performed.