



**TO: GCSB Board of Directors Peter**

**FROM: Kampa, General Manager**

**DATE: November 15, 2021**

**SUBJECT: Item 4D. Introduction and Update Regarding Proper Management of Encroachments on District Property and Easements**

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**RECOMMENDED ACTION:**

This item is intended for information only, and potential Board direction. The Board will be considering an updated Encroachment Ordinance at its November or December 2021 Regular Meeting.

**BACKGROUND:**

The district has in place an encroachment ordinance and policy which is intended to allow private persons or contractors to, under certain conditions use or occupy district properties and/or easements on a temporary or permanent basis. Our existing policy and ordinance were primarily drafted to address the need for a developer's contractor(s) to enter onto District property and build infrastructure improvements, as required for a development project. We have been able to use this policy to document and allow some minor encroachments on district easements in the past three years. With the assistance of legal counsel, staff has been updating the ordinance and policy language to better suit the majority of the encroachment requests we see today.

The purpose of the discussion today is to review with the board the entire process related to the issuance of encroachment permits to access district property. The issue of encroachments is an important topic as we begin our first major sewer system rehabilitation project, much of which is located in district easements crossing private property. Historically there has not been a high degree of control over what occurs within these easements on private property. We have identified a number of improvements built on private property within the existing district sewer easements, both permitted by the county, and other improvements that do not require permits by the county. Many of these encroachments make access to the sewer system for the replacement of pipes and manholes difficult to impossible without major work and property owner outcry for removal of improvements including concrete, walkways, landscaping, entertainment areas and other normal property improvements.

For the upcoming sewer project construction this has resulted in a decision regarding whether to continue with the engineer's design to replace certain manholes which would require extensive removal of improvements on private property for the construction equipment and excavations; or to modify the construction work to rehabilitate manholes versus excavation and replacement. For this particular project,

we have identified that manhole rehabilitation is possible and will result in an acceptable end condition of the sewer system and thereby avoiding major private property disruption. This is not an ideal situation, as these private property improvements were not approved by GCSD to be constructed in the easement, and their presence results in increased costs to all customers for maintenance and replacement.

We have very much benefited over the past two years with the assistance of the Pine Mountain Lake association in their implementation of a requirement to contact GCSD and secure the necessary encroachment permits in advance up construction of any work that may be in, or affect the GCSD easements on private property. This notification and approval process has resulted in a number of encroachment permit applications over the past two years. The attached documents have been updated based on current situations and need, with the encroachment agreement, permit procedure and tasks being recently completed. At this time the board's review is for understanding and direction to staff as we finalize the related policy an ordinance documents. This discussion will also focus on the specific area of sewer improvements in conflict with private property improvements, as was recently identified and must be addressed within the next four months prior to construction.

Important to note is that regardless of whether or not an encroachment permit is issued for access and improvements within easements, in the event the district needs full access to the easement and the improvements must be removed, that the owner is required to remove all improvements on notice. The district is under no obligation and cannot use ratepayer dollars to rebuild private property improvements built within an easement, permitted or not. If the encroachments are unpermitted by GCSD or the property owner does not remove improvements as requested, the district can have the improvements removed so that it's necessary work can be performed. The cost of have any district removal of improvements is billed to the property. As you can imagine this becomes a very sensitive issue, especially for future property owners who may not have an understanding that improvements are built in an easement and must be removed on request.

**ATTACHMENTS:**

1. Encroachment Permit Application
2. Encroachment Permit Form including General Provisions
3. Encroachment Agreement
4. Encroachment Permit Procedure and Tasks (Internal Processes)



# Encroachment Permit Application

The undersigned hereby applies for an encroachment permit to obtain access to District-owned property, easements and/or right of way ("District Property") at the following described location and for the following activities and purposes:

|  |  |
|--|--|
| Location:                                      |  |
| Description of Activities & Purposes:          |  |
| Applicant Name:                                |  |
| Estimated Duration of Construction Activities: |  |
| Requested Permit Duration (circle):            | <input type="checkbox"/> Temporary <input type="checkbox"/> Permanent (Agreement Required) |

### Conditions of Permit:

1. Applicant agrees to prepare plans and specifications acceptable to the District for any work planned and to perform all activities in accordance with the requirements and conditions set forth in the Encroachment Permit and any Special Conditions herein, subject to inspection and approval of the District Representative.
2. **Applicant shall have all utilities marked (by dialing 811) and the area of proposed encroachment (and improvements if applicable) shall be marked clearly and accurately with paint, stakes or other visible markers that show location and heights/grades, for District review PRIOR TO filing an application. This is to ensure that that an encroachment permit is necessary and possible to secure prior to application and payment of fees.**
3. Applicant will contact the District Office at least 24 hours prior to commencing activities on District Property in order that an inspection may be scheduled.
4. Applicant agrees to maintain District Property in a reasonable and safe condition throughout the term of this Permit.
5. Applicant agrees to comply with all local ordinances concerning the activities to be undertaken on District Property and the use thereof, including current Water, Sewer and Encroachment Ordinances.
6. Applicant agrees to perform at Applicant's own expense any removal of improvements as directed by the District to provide unrestricted access to its easement/property, in accordance with the removal time schedule set by the District. If improvements are not removed in accordance with District directives, District will remove the improvements at the expense of the Applicant. Improvements located on District easements/property under this permit will not be replaced by the District.
7. The Applicant shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Permit by the Applicant, any subcontractor or the Applicant's agents or employees; (2) any alleged negligent act or omission of the Applicant, any subcontractor, the Applicant's agents or employees, in connection with any acts performed or required to be performed pursuant to this Permit; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of the Applicant, Applicant's agents or employees in carrying out the provisions of this Permit. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

|   |  |
|---|--|
| <p><b>7. Special Conditions Needed*</b><br/>(List Your Need for the Temporary or Permanent Encroachment, any special construction considerations such as need for excavation, filling or grading in the easement, retaining walls, etc)</p> |  |
|---|--|

This Application for Encroachment Permit does not constitute the Encroachment Permit or District consent to access District Property for the purposes described in this Application. District permission to perform activities on District Property and the terms and conditions of Applicant's use of District Property will be specified in a separate Encroachment Permit signed by an authorized representative of the District and also by the Permittee. By his or her signature below, the Applicant acknowledges that this Application does not constitute District permission to perform the list of activities on District Property. In executing this Application, Applicant acknowledges that it has received and reviewed a copy of the District's current Water, Sewer, and Encroachment Ordinances.

\* **Special Conditions** - Please understand that encroachments in District's public utility easements can result in reduced access for utility system maintenance, repair and replacement, which increases cost to District customers and property owner distress when approved encroachments must be removed in the future for utility work. Considering this concern, in this area or attached to the application explain why the District should favorably consider granting a permit for such encroachment. Provide the District as much information as needed to justify the granting of an encroachment permit. Also include any other considerations or features associated with improvements to be documented in the permit.

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

| Verbiage   | Definition   | Applicant Initials |
|--|--|--------------------|
| "Utilities, Water Utilities, or Sewer Utilities" | means the public water, public sewer, and related infrastructure, as such Utilities now exists or as it may hereafter be modified or reconstructed.  |                    |
| "Standards"                                      | Means the applicable District Ordinances, Policies and Standards, including Encroachment Standards for Groveland Community Services District are incorporated herein as though set forth in full, and a copy |                    |



# Encroachment Permit Application Checklist

For District Office Use Only

| Date Received | Document/Information Needed                             | GCSD Staff Initials |
|---------------|---|---------------------|
|               | Non-Refundable Administrative Fee \$100.00    Check #   |                     |
|               | Encroachment Permit Application Fee \$240.00    Check # |                     |
|               | District Engineer Deposit \$575.00    Check #           |                     |
|               | Site Plans Received                                     |                     |
|               | APN #:  |                     |
|               | Date of Site Inspection:                                |                     |

\_\_\_\_\_  
 Operations Manager Signature Date

DRAFT

**GROVELAND COMMUNITY SERVICES DISTRICT**

**ENCROACHMENT PERMIT**

No. \_\_\_\_\_

Date: \_\_\_\_\_

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In response to your Application and subject to all the terms, conditions and restrictions written below, the General Provisions attached hereto, or any and all printed general and special specifications, PERMISSION IS HEREBY GRANTED TO: \_\_\_\_\_ (hereinafter referred to as the "Permittee") by Groveland Community Services District (hereinafter referred to as the "District"), to encroach upon District's Property, more particularly described as

\_\_\_\_\_

\_\_\_\_\_

The nature of the permitted encroachment is described as follows:

\_\_\_\_\_

as depicted in Exhibit B, Encroachment Permit Application attached hereto.

TERMS, CONDITIONS AND RESTRICTIONS:

1. Permittee shall comply with District's Encroachment Ordinance No. \_\_\_\_\_, a copy of which is attached hereto and incorporated herein by this reference.
2. All District Property, including, without limitation, the Easements, affected by Permittee's construction, maintenance, or use, or any combination thereof, of the Roadway shall be restored to its condition as of the date of the issuance of this Permit, or better.
3. Any and all construction work performed and/or improvements installed on, or encroaching upon, District Property pursuant to this Permit shall be constructed and completed to the satisfaction of District, which shall be notified before any work is started by advising the Operations Manager in writing.
4. Permittee's use of, or encroachment upon, District Property is limited to those purposes and those activities specifically described in this Permit. Failure of Permittee to comply with this condition may result in revocation of this Permit.
5. Administrative costs incurred by the District in reviewing Permittee's Application for Encroachment Permit and issuing this Encroachment Permit, together with all costs of any inspections required by the District due to activities conducted by Permittee on District Property pursuant to this Permit shall be estimated by District and such amounts shall be deposited by Permittee with District prior to the issuance of this Permit.

6. The District assumes no maintenance or other responsibility for the construction work, improvements, or other encroachments permitted on or affecting District Property pursuant to the terms of this Permit. The Permittee assumes any and all responsibilities described in the attached Encroachment Permit Conditions; Exhibit A.

7. The Permittee shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, costs, fees, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from or in connection with: (1) the performance of, or failure to perform, the work or any other obligations of this Permit by the Permittee, any subcontractor or the Permittee's agents or employees; (2) any alleged negligent act or omission of the Permittee, any subcontractor, the Permittee's agents or employees, in connection with any acts performed or required to be performed pursuant to this Permit; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of the Permittee, Permittee's agents or employees in carrying out the provisions of this Permit; (4) the construction, maintenance or use, or any combination thereof, of the Roadway, in whole or in part; or (5) any combination of (1), (2), (3) and (4), above. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees. This indemnification shall survive the termination of this Permit.

8. Permittee will promptly remove all or any portion of the Roadway, along with any other improvements made by or for Permittee and any property of Permittee, encroaching upon the Easements upon the written request of District. This request may be made at any time, for any or no reason.

9. Issuance of this Permit, or the construction, maintenance, or use (or any combination thereof) of the \_\_\_\_\_ in no way shall limit the District's use and enjoyment of the \_\_\_\_\_. District may remove or damage all or any portion of the \_\_\_\_\_ to access or otherwise use the Easements. Under no circumstances will the District have any obligation to repair or replace the \_\_\_\_\_, in whole or in part, or compensate Permittee in any way as a result of or in connection with any damage to, or removal of, all or any portion of the \_\_\_\_\_, unless as a result of District's gross negligence or willful misconduct.

10. Upon completion of the activities and purposes specified herein, the Permittee shall contact the designated representative of the District, who will specify an expiration date for this Encroachment Permit. In no event shall the encroachment contemplated herein be conducted past \_\_\_\_\_.

11. This Permit is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby. The Encroachment Permit General Provisions attached hereto as Exhibit A are hereby incorporated herein by this reference.

GROVELAND COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

I agree to abide by all terms and conditions of this Encroachment Permit and District ordinance  
No. \_\_\_\_\_

\_\_\_\_\_  
Permittee

DRAFT

## EXHIBIT A

### GROVELAND COMMUNITY SERVICES DISTRICT ENCROACHMENT PERMIT GENERAL PROVISIONS

1. Definition: The term “encroachment” as used in this Permit is as defined in District’s Encroachment Ordinance No. \_\_\_\_\_ (hereinafter the “Encroachment Ordinance”). This Permit is revocable on five days’ notice.
2. Acceptance of Provisions: It is understood and agreed by the Permittee that the doing of any work, or the performance of any activity, or the granting of any access under the authority of this Permit shall constitute an acceptance by Permittee of the provisions, terms and conditions of this Permit and the District’s Encroachment Policies.
3. No Precedent Established: This Permit is granted upon the condition that the permission granted to use District Property for the purposes specified herein shall not be construed as establishing any precedent with respect to what constitutes permissible uses of District Property.
4. Notice Prior to Commencing Use: Notice shall be given to District at least two days in advance of the date Permittee’s use of District Property pursuant to this Permit is to begin.
5. Keep Permit on the Site: This Permit shall be kept at the site of the encroachment on District Property permitted hereby, and must be shown to any representative of the District or any law enforcement officer on demand.
6. Storage of Material: No material shall be stored on District Property except as otherwise authorized by this Permit.
7. Clean Up District Property: Upon completion of the use of the District Property permitted hereby, Permittee shall remove all debris (soil, concrete, pavement, wood, etc.), rubbish, or other materials and District Property subject to the encroachment shall be restored to its condition as of the date the Permit was issued.
8. Satisfaction of District: Any work constructed or improvements installed within the encroachment shall be completed to the satisfaction of the District. District may periodically inspect the District Property subject to the encroachment, and the cost of any such inspection shall be reimbursed to District out of the deposit paid by Permittee upon the issuance of this Permit.
9. Insurance Requirements: In order to fund Permittee’s indemnity obligations under Section 6 of the Permit, Permittee shall carry and maintain during the life of this Permit, such public liability, property damage and contractual liability insurance and workers’ compensation insurance as specified below:
  - A. Public Liability and Property Damage Insurance: The Permittee shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards, in a minimum amount not less than a combined single limit of One Million Dollars

(\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by the Permittee shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as the Permittee, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from the Permittee's operations in the activities and purposes authorized by this Permit, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of the Permittee. Said insurance shall also specify that it acts as primary insurance.

If the Permittee fails to maintain such insurance, this Permit may be revoked at the discretion of District on written notice to Permittee.

- B. Workers' Compensation Insurance: If the Permittee's Application for Encroachment Permit proposes that construction be performed on District Property, then Permittee shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the activities and/or purposes contemplated by this Permit, in accordance with the Workers' Compensation Insurance Act contained in the Labor Code of the State of California.

If the Permittee fails to maintain such insurance, the District may take out insurance to cover any compensation which the District might be liable to pay under the provisions of the Workers' Compensation Insurance Act by reason of an employee of the Permittee being injured or killed while engaged in the course and scope of his employment. If the Permittee fails to maintain such insurance, this Permit may be revoked at the discretion of District on written notice to Permittee.

By execution of this Permit Agreement, the Permittee certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of the work of this contract."

As part of the execution of this Permit, the Permittee agrees to furnish to the District a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Permit. Such insurance shall be placed with an insurance carrier acceptable to the District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the activities and/or purposes contemplated by this Permit. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received notification of such cancellation or reduction.

Should the Permittee fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to revoke this Permit forthwith and without regard to any other provisions of this Permit.

10. Performance Bond: If the terms of this Permit allow the Permittee to conduct construction activity on District Property, the Permittee shall, prior to issuance of this Permit, file with District a performance bond, cash deposit, or irrevocable letter of credit in lieu of bond, in the amount of one hundred percent (100%) of the estimated cost of the construction work to be performed on District Property pursuant to the terms of this Permit. Any such bond or irrevocable letter of credit shall name District as obligee. Failure to comply with these requirements will result in revocation of this Permit.

11. Making Repairs: Repairs to District Property necessitated by Permittee's use of District Property shall be performed by employees of the District and the expenses thereof shall be charged to Permittee. All costs incurred by District with respect to laborers, supervisors and inspectors with respect to such repair work shall be reimbursed to District out of the cash deposit paid by Permittee upon issuance of this Permit. To the extent such deposit exceeds the costs incurred by the District in issuing this Permit, inspecting the Property, and repairing the Property, if necessary, will be refunded to Permittee upon the expiration of this Permit.

The District will give reasonable notice of its election to make such repairs. If the District does not so elect, the Permittee shall make such repairs promptly at its sole expense. In every case, the Permittee shall be responsible for restoring any portion of District Property which has been disturbed to its former condition as of the date of issuance of this Permit.

12. Maintenance: The Permittee agrees by the acceptance of this Permit to exercise reasonable care to maintain the Property subject to this encroachment, and any improvements placed thereon during the period of the permitted encroachment as authorized by the terms of this Permit. The Permittee shall undertake all such maintenance and/or repairs at its own expense.

13. Relocation: Relocation of any improvement constructed upon District Property pursuant to this Encroachment Permit, if required by future District operations, shall be at the sole expense of the Permittee. The District shall provide Permittee with notice as to the date by which any improvements constructed pursuant to the Encroachment Permit must be removed or relocated. If Permittee fails to remove or relocate any such improvement within such period of time, District may remove or relocate such improvement in its discretion and charge the costs thereof to Permittee, which costs Permittee hereby agrees to reimburse to District upon demand. District may also exercise its rights to revoke this Permit.

I agree to abide by the above terms.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Permittee

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:

GROVELAND COMMUNITY  
SERVICES DISTRICT  
18966 FERRETTI ROAD  
GROVELAND, CA 95321

AGREEMENT RELATIVE TO CERTAIN ENCROACHMENTS  
ON UTILITY EASEMENTS OF THE GROVELAND  
COMMUNITY SERVICES DISTRICT

THIS AGREEMENT is made this day of December 21, 2020, between Groveland Community Services District, a political subdivision of the State of California, herein called "District", and \_\_\_\_\_, herein called "Owner".

WHEREAS, Owner is the owner of that property described as Lot \_\_\_\_\_ as shown in the Map of \_\_\_\_\_, Unit No. \_\_\_\_\_, with APN No. \_\_\_\_\_, and with street address \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as "Lot"; and

WHEREAS, District is the owner of the land to the \_\_\_\_\_ of said lot and adjacent lots and on a portion of which public [Utilities, Water Utilities, or Sewer Utilities] of District lies; and

WHEREAS, Owner has requested to be granted an easement to use said land of the District, on the terms and conditions of that easement and as set forth herein; and

WHEREAS, the use of said easement is subject to the Ordinances, Policies and Standards of the District; and

WHEREAS, Owner desires to place and/or maintain certain encroachment(s) on or about the easement over the land of District; and

WHEREAS, the placing and/or maintaining of said encroachment(s) requires a permit from the District, and Owner has submitted an application for such permit to the District;

NOW, THEREFORE, it is agreed as follows:

1. Definitions. As used in this Agreement, the following words shall have the following meanings:
  - A. "Utilities, Water Utilities, or Sewer Utilities" means the public water, public sewer and related infrastructure, as such Utilities now exists or as it may hereafter be modified or reconstructed.
  - B. "Standards" means the applicable District Ordinances, Policies and Standards, including Encroachment Standards for Groveland Community Services District as they are now, or may hereafter be modified; the Current Standards are incorporated herein as though set forth in full, and a copy thereof is available at the District offices.
2. Compliance with Standards and Permits and Right to Remove. Owner shall comply with all terms and provisions of the Standards as the same now exist, or as they may hereafter from time to time be amended, and with the terms and conditions of the Permits issued to Owner by the District. Owner understands and agrees that non-compliance may result in revocation of the permit(s) issued by the District. Any encroachment(s) on or about the Utilities or the easement of District which are not expressly permitted to be maintained by both the Standards and by valid permit(s) may be removed by District, and Owner hereby grants the District express permission to enter Owner's property and easement, and to remove any such encroachment(s), if such encroachment(s) are not removed by Owner within thirty days of notice to remove given by District to Owner, without liability to Owner; provided, however, that in case of emergency, no such notice need be given and entry and removal by the District may be immediate, without liability to Owner.
3. Payment. Owner hereby agrees that in the event District removes any encroachment(s) as specified in Paragraph 2 of this Agreement, Owner will promptly pay to District, upon presentation of a statement, the actual cost of removing such encroachment(s).
4. Removal by Judicial Proceedings. District shall have the right to obtain removal of any encroachment(s) not permitted by the Standards and by valid permit(s) issued by the District, by appropriate judicial proceeding, including any preliminary relief which may be proper.
5. Subordination. This Agreement shall be subordinate to any encumbrances of record prior to date of execution of this Agreement, affecting this lot, and shall be recorded in the Official Records of the County of Tuolumne.
6. Affect on Other Requirements and Regulations. It is agreed that the execution of this document shall in no way diminish or affect the rights and powers of District under the easement and as granted to District by applicable provisions of California law.

7. It is agreed that, to the extent permitted by law, this Agreement is a covenant running with the land owned by District and Owner in that it is a covenant by District to allow certain actions and encroachment to be done and made on the land of District, and which actions and encroachment are for the benefit of the landowner by Owner(s).

8. Binding on Successors. This Agreement shall extend to and be binding upon the heirs, successors, administrators and assigns of the Owner and any successor of District.

Executed at Groveland, California.

"DISTRICT"

GROVELAND COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

"OWNER"

By: \_\_\_\_\_

[Acknowledgements on Following Pages]

# PROCEDURE

Cancels:

See Also: Board Policy \_\_\_\_\_

Approved by:

**PROCEDURE # \_\_\_\_\_ ENCROACHMENT PERMITS**

| <i>Action by:</i>                          | <i>Action:</i>  |
|--|---|
| <p><b>Administrative Services Tech</b></p> | <ol style="list-style-type: none"> <li>1. Distribute Encroachment Permit Policy and Application Form</li> <li>2. Collect completed Encroachment Permit Application and required fees                             <ol style="list-style-type: none"> <li>a. Non-Refundable Application fee \$240</li> <li>b. Non-Refundable Admin fee \$100</li> <li>c. Refundable Engineering deposit \$575</li> <li>d. Collect detailed site plans and drawings of proposed work</li> <li>e. Collect insurance (if required)</li> <li>f. Performance security (if required)</li> </ol> </li> <li>3. Receive Completed application and attachments and route to Operations Manager</li> </ol> |
| <p><b>Operations Manager</b></p>           | <ol style="list-style-type: none"> <li>1. Field verify location of the Encroachment and determination of feasibility; deposits required</li> <li>2. Send Encroachment Permit Application site plans and drawings to District engineer for review</li> <li>3. Send Encroachment Permit/Agreement to General Manager for final approval</li> </ol>  |
| <p><b>GM</b></p>                           | <ol style="list-style-type: none"> <li>1. Coordinate legal review if needed</li> <li>2. Approve or deny permit</li> </ol>   |
| <p><b>Administrative Services Tech</b></p> | <ol style="list-style-type: none"> <li>1. Coordinate signatures on agreement (notarized)</li> <li>2. File notarized agreement with Tuolumne County Recorder</li> <li>3. Collect County Recording Fees from applicant deposit or direct bill (actual recording cost)</li> </ol>  |

|                           |  |
|---------------------------|--|
|                           | 4. Send final signed Encroachment Permit and Agreement to the applicant  |
| <b>Accountant</b>         | <ol style="list-style-type: none"> <li>1. Account for costs associated with permit issuance</li> <li>2. Generate requests for additional deposits</li> </ol> |
| <b>Operations Manager</b> | <ol style="list-style-type: none"> <li>1. Inspect proposed work on District Property during construction</li> </ol>  |
| <b>Accountant</b>         | <ol style="list-style-type: none"> <li>1. Complete final deposit accounting and return remaining deposit when expenses completed</li> </ol>                  |

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Effective Date:

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# TASK OUTLINE

Cancels:

See Also:

Approved by:

**TASK #:****TASK TITLE: Encroachment Permit Processing**

An initial review by the Operations Manager is conducted to determine if permit issuance is needed and possible, prior to encroachment application and charging of fees and deposits. After the customer has applied for an Encroachment Permit the process is assigned to the Administrative Services Technician, Operations Manager, District Engineer, and the General Manager.

| <i>Timing</i>                               | <i>Task</i>  |
|---|--|
|   | <b>Encroachment Permit</b>   |
| <b>Prior to Application</b>                 | <ol style="list-style-type: none"> <li>Admin - Encroachment Application placed on website and updated</li> <li>Customer seeking encroachment downloads or receives application from office, reviews and locates utilities and delineates encroachment on site</li> <li>Customer contacts office for permit feasibility site visit conducted by Operations Manager (or designee). If feasible, customer contacted to submit permit application and fees</li> <li>Operations Manager to determine if engineering review required and document to Admin for proper deposit charge on application</li> </ol> |
| <b>On Initial Application Admin</b>         | <ol style="list-style-type: none"> <li>Admin to collect application, detailed site plans and fees from customer, check application for completeness.</li> <li>Admin to complete application checklist.</li> <li>Route application to Operations Manager.</li> </ol>  |
| <b>Application Processing</b>               | <ol style="list-style-type: none"> <li>Operations Manager review the application and site plans.</li> <li>Operations Manager may make additional site visits to verify location and features of encroachment.</li> <li>Operations Manager sends the application, site plans, drawings, and pictures to District Engineer for review as determined necessary.</li> </ol>  |
| <b>Evaluation and Condition Development</b> | <ol style="list-style-type: none"> <li>District Engineer reviews the application, site plans, drawings, and pictures to make a final decision regarding whether placement of the construction being performed and the location of the encroachment can be permitted, and establishes specific permit conditions in addition to the General Conditions.</li> <li>District Engineer returns plans and application to the Operations Manager with Engineers comments and recommendations.</li> </ol>  |
| <b>Permit drafting</b>                      | <ol style="list-style-type: none"> <li>Operations Manager creates permit and agreement.</li> <li>Operations Manager send plans, pictures, application, permit and agreement to the General Manager.</li> </ol>   |
| <b>General Manager Review</b>               | <ol style="list-style-type: none"> <li>General Manager reviews recommendation from Operations Manager and District Engineer to determine whether legal counsel is needed.</li> <li>General Manager approves or denies permit.</li> <li>General Manager returns approved permit and agreement to Admin and denied permit to Operations Manager.</li> </ol>  |
| <b>Following Review</b>                     | <ol style="list-style-type: none"> <li><b>If the permit is denied:</b> Operations Manager needs to contact property owner to notify of GM decision.</li> </ol>   |
| <b>Finalizing Permit – Admin Staff</b>      | <ol style="list-style-type: none"> <li><b>If the permit is approved:</b> Admin staff will contact property owner and notify of GM decision, arrange for property owners signature on permit, Conditions &amp; agreement.</li> </ol>  |

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|   | <ol style="list-style-type: none"> <li>2. Encroachment Permit signatures of GM and Permittee are notarized and filed with Tuolumne County Recorder's Office.</li> <li>3. When permit is recorded admin will send property owner the executed permit and recorded agreement.</li> <li>4. Admin will file the permit and agreement in the property file as well as scan documents into Laserfiche to link with account in Springbrook and included in the Encroachment Permits electronic files.</li> <li>5. Admin will refund deposit balance after all engineering and legal bills confirmed paid.</li> </ol> |
| <p><b>Post Permit Issuance - Operations Manager</b></p> | <ol style="list-style-type: none"> <li>1. Operations Manager will inspect proposed work on property during construction as needed and document for the encroachment file.</li> </ol>  |

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