

## Right of Way (Encroachment) Permits

### Frequently Asked Questions:

**Q:** *When do you have to apply for a permit?*

**A:** According to Hayden City Code 7-2-3: APPLICABILITY is listed as follows:

A. Specified:

All physical injuries, damage or work to be performed within the public right of way or other public place that affects or may affect any of the existing natural and/or manmade features contained therein, as a result of any activity, including, but not limited to, utility installation, approach construction, landscaping, erecting fixed objects, drainage improvements and all other improvement work and maintenance, shall proceed in compliance with this chapter.

B. Exemptions:

The provisions of this chapter shall not apply to the following:

1. The City.
2. Contractors who are under contract to the City and who are covered by a performance bond or appropriate security equal in value to the amount of work to be performed within the public right of way or other public place.
3. The State for work exclusively within the right-of-way limits of U.S. Highway 95.
4. Any work performed pursuant to any law of the State which specifically provides for such work.

**Q:** *What fees apply?*

**A:** Fees are broken down into the type of work that will be performed and inspected. Those fees are listed below:

1. Base Fee – minimum amount charged for a permit - \$75.00
2. Asphalt Cut – Fee charged when the pavement is proposed to be cut for the work, size is not a factor - \$1540.00
3. Sidewalk/Curb/Driveway – fee charged for any or all - \$75.00
4. Swale – fee charged for swale related work - \$100.00
5. Road Bore – Fee charged for inspection related to utility bores - \$50.00
6. Utility trench – fee charged for utility trench work, length is not a factor - \$85.00

**Q:** *Can you give me some examples?*

A. For example, you own a home that is not connected to sewer and hire an excavator to connect you to sewer. Your excavation company comes to the City to get a permit to cut the road, connect your line to active sewer, and then connect your house to the stub. Your encroachment permit cost would be a base fee of \$75.00 and an asphalt cut fee of \$1540.00 for a total of \$1615.00. This fee does not include the plumbing permit, the cap fee, or any performance surety required to be posted for the project.

For example, Verizon needs to bore the road to get a phone line to your home. Their permit cost would be a base fee of \$75.00 and a road bore fee of \$50.00 for a total of \$125.00.

For example, you are building an accessory building with an additional driveway. Your permit cost would be the base fee of \$75.00 and a sidewalk/curb/drive way fee of \$75.00 for a total of \$150.00.

**Q:** *What is performance surety?*

A. The permittee shall provide a bond or other form of surety, in a form approved by the city, in an amount equal to one hundred fifty percent (150%) of the cost of installation of the improvements and restoring the area within the public right of way or other public place, including the cost of pavement replacement and all other restoration work required by this chapter, as surety for the timely completion of the work and noncompliance with city standards. If the work is unduly delayed by the permittee, and if the public interest reasonably so demands, the city shall have the authority, upon written notice to the permittee, to complete the work or any portion thereof. The actual cost of such work by the city, plus fifteen percent (15%) as an overhead charge, shall be charged to and paid for by the permittee.

**Q: *How long is the warranty period?***

**A:**

A. The permittee shall guarantee all work for two (2) years after the date of final acceptance. If the permittee, after receiving notice, fails within ten (10) days to comply with the terms of the guaranty, the City may correct any defects at the expense of the permittee. The City may require such surety as it deems reasonably necessary to ensure compliance with this provision.

B. Repairs Under Guaranty:

1. For a period of one year following completion of work under the permit, the permittee shall be responsible for immediately repairing and making good, upon notice by the City, all injuries or damages to any and all features within the public right of way or other public place that occur as a result of work performed under the permit and which would not have occurred had such work not been performed.
2. In the event that the repairs are not promptly made by the permittee, the City shall have the authority, upon written notice to the permittee, to make such repairs. The actual cost of such work by the City, plus fifteen percent (15%) as an overhead charge, shall be charged to and paid for by the permittee.

**Q: *Is there an indemnification clause?***

**A:**

Yes, the permittee shall be responsible for all claims and liabilities arising out of work performed under the permit or arising out of the permittee's failure to perform the obligations with respect to this chapter. The permittee shall, and by acceptance of the permit, agree to defend, indemnify, save and hold harmless the City, its Officials, Employees and Agents from and against any and all suits, claims or actions brought by any person for or on account of any bodily injuries, disease or illness or damage to persons and/or property sustained or arising in the construction of the work performed under the permit or in consequence of permittee's failure to perform the obligation with respect to this chapter.

**Q: *Where do I find out more about the permit?***

**A.**

For more information regarding the Code section go to [http://sterlingcodifiers.com/codebook/index.php?book\\_id=310](http://sterlingcodifiers.com/codebook/index.php?book_id=310) and browse to Section 7-2-.

If you need personal assistance, please e-mail [dphillips@cityofhaydenid.us](mailto:dphillips@cityofhaydenid.us) or phone the City at (208) 772-4411.