

City of Edmonds Development Information



ENCROACHMENT PERMIT REQUIREMENTS

An Encroachment Permit is required to encroach upon any portion of City public space, right-of-way or easement area with permanent structures. Encroachment Permits are regulated under Edmonds Community Development Code (ECDC) Chapter 18.70.

To encroach means to construct, erect or maintain in, over or under any public place, right-of-way, easement, roadway, parking strip and/or sidewalk, including the airspace above them, any structures permanent in nature.

Structures permanent in nature include, but are not limited to building extensions, marquees, fences, retaining walls, artwork, or any other building or structure.

Artwork in the public right-of-way is subject to the review and recommendations of the Edmonds Arts Commission. See Handout Artwork in the Public Right of Way for more information.

Property owners or business owners may apply for Encroachment Permits. Business or commercial operations are responsible for providing and continually maintaining insurance. A new Encroachment Permit must be applied for and obtained whenever there is a new business or property owner.

OTHER PERMITS & CODES:

When required, a separate building permit shall be issued in conjunction with the Encroachment Permit. Encroachment Permits shall comply with ECDC Chapter 18.70, as well as the current editions of the International Building Code and Sign Code.

FEES:

Encroachment Permit: \$335 + \$25 Technology Fee

Recording Fees: \$90 base fee + \$72 first page, plus \$1 for each additional page (legal size or less)

Additional fees, as applicable, for Design Board and Edmonds Arts Commission reviews.

SUBMITTAL REQUIREMENTS:

1. Critical Areas Determination, issued by the Planning Division, when applicable.
2. Design Board approval, when applicable. Contact the Planning Division.
3. Three (3) Site Plans, scaled at 1"=20', depicting the following:
 - a. Private property lines, including structures on the property in the vicinity of encroachment
 - b. Driveways, easements, public property (developed or undeveloped)
 - c. Copy of all recorded easements encumbering the property
 - d. Area of encroachment; i.e. street, sidewalk, shoulder area, etc.
 - e. Elevation view or profile view of the proposed encroachment

4. Certificate of Insurance (when applicable)
5. Completed Encroachment Application
6. Signed and Notarized Encroachment Agreement
7. Building Permit application (enclosed), when applicable.

MINIMUM REQUIREMENTS:

All applications shall conform with the following criteria at all times.

- Provide safe pedestrian travel. Maintain a clear zone of 5 feet minimum. See definition of Clear Zone below.
- Maintain clear landings on the exterior side of all required exit doors of 5 feet or no less than width of door, measured toward the street.
- No projections into City alleys are permitted unless the projection exceeds 15 feet above pavement surface.
- Do not block illumination from City light fixtures or hang objects from City light standards.
- Architectural projections from buildings must be approved by the Design Board and conform to Uniform Building Code requirements. A building permit shall be required for such projections.
- Maintain 3 feet of clearance around fire hydrants, standpipes, manholes, water meters, blowoffs, cleanouts and valves.
- Approved fence construction across City easements must maintain a point of access (e.g. gate) to allow the City a point of entry to the easement area.

Clear Zone: A Clear Zone refers to an area 7 feet in height and 5 feet in width providing a level, safe walking surface along the public sidewalk (i.e. measuring 5 feet from edge of street tree grates or newspaper stands toward place of business and from the ground up to a height of 7 feet. Clear zone on sidewalks shall not include any curbing, planting strips or ramps.)

PERMIT ISSUANCE:

At the discretion of the City Engineer, Encroachment Permits may be issued if the following requirements have been met:

1. Design Board approval has been granted or the process has been administratively approved if applicable;
2. Edmonds Arts Commission approval has been granted if applicable;
3. It has been concluded that the proposal will not impact public space open to vehicle or pedestrian travel or prevent routine maintenance within easement areas;
4. The proposal will not interfere with the rights of the public;
5. The proposal is in the public interest, safety and convenience.
6. Approved fence construction across City easements must maintain a point of access (e.g. gate) to allow the City a point of entry to the easement area.

CERTIFICATE OF INSURANCE REQUIREMENTS:

The applicant who operates a business or commercial operation shall be required to provide and continually maintain during the term of the permit a certificate of insurance naming the city as an additional insured, with respect to liability, and providing that it shall be primary as to any other policy of insurance. The City

of Edmonds requires insurance coverage of a minimum of \$300,000 Personal Injury and \$100,000 Property Damage.

- The certification of insurance shall contain the address of the encroachment, additional insured statement, coverage amounts and cancellation notification as indicated on the attached sample insurance form.
- A copy of the insurance certificate shall be provided to the City at the beginning of each calendar year, no later than the 15th day of January.
- Failure to maintain insurance will result in revocation of the permit.

Any deviation from the sample policy form must be approved by the City in advance of acceptance. In addition, a business and commercial applicant, as well as all residential or non-profit applicants shall sign a covenant (Encroachment Agreement, attached) to hold harmless and indemnify the city which will be recorded and run with the land.

APPEAL PROCEDURE

The decision of the Development Services Director, City Engineer, or their respective designees, to issue or deny the street use permit may be appealed to the hearing examiner as a Type II decision under the procedures set forth in Chapter 20.06, provided however, that the establishment of compensation for use of the public right-of-way is a legislative decision of the city council and is not subject to judicial review. Appeal fees and recording fees are due at the time of filing. A current fee schedule is available in the Development Services Department.

REVOCAION

All Encroachment Permits approved by the City shall be temporary, shall vest no permanent rights and may in any case be revoked using the procedures of ECDC Section 20.100.040. Revocation, with or without 30 days notice may be imposed, if the use becomes a danger or is deemed adverse to the public or when the granted use becomes unsafe, or is not maintained or is not used in accordance with the provisions of this chapter and the requirements of the Permit. If such use is not discontinued on notice, the City shall authorize the Public Works Director to remove the permitted use or make such repairs as may be necessary to render the same secure and safe at the expense of the permittee or his/her successor.

DETERMINING LOCATION OF CITY RIGHT OF WAY

Contact the Engineering Division for a monument location map and the width of the street right-of-way (ROW). This map will be useful to determine the edge of the City ROW and the start of private property. Street monuments indicate the approximate middle of the street ROW. Note, the middle of the paved surface does not necessarily indicate the middle of the ROW.

- * For example, if a street ROW is 60' in width, by locating two street monuments and stringing a line between them, it is possible to measure back 30' (one half of the 60' ROW width) to determine the approximate edge of the ROW and of your private property. However, note that the only way to determine the exact location of the edge of the ROW is to have it located by a surveyor.

LOCATING EASEMENT AREAS

Exact width and location of all easements on your property can be found within the legal description of your property. City Easement information is on file with the City Engineering Division.

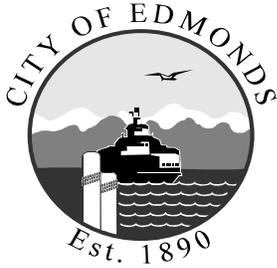
SEE SEPARATE HANDOUTS:

Right-of-Way Construction (#E63)

Attachments:

Encroachment Application
Encroachment Agreement
Snohomish County Recording Guidelines
Sample Certificate of Insurance

Note: This information should not be used as a substitute for City codes and regulations. The Edmonds Community Development Code (ECDC) may be viewed at www.ci.edmonds.wa.us/codes.stm. The applicant is responsible for ensuring compliance with the fees and regulations that are applicable at the time of submittal. If you have a specific question about a certain aspect of your project, please contact the Engineering Division at 121 Fifth Avenue North, (425) 771-0220. Please note that other local, state, and/or federal permits or approvals may be required.



ENCROACHMENT PERMIT APPLICATION

ADDRESS OF PROPOSED PUBLIC USE: _____

PROPERTY OWNER NAME: _____ PHONE: _____

PROPERTY OWNER MAILING ADDRESS: _____

CONTACT NAME: _____ PHONE: _____

CONTACT EMAIL ADDRESS: _____

Describe the portion of public space, City right-of-way or easement area to be utilized (i.e., overhead space of sidewalk, 10 foot City utility easement along north property line, etc):

Describe the type of encroachment or use desired (i.e., fence 6 feet by 150 feet, awning 3 feet wide by 7 feet long, etc.):

-----DEPARTMENT APPROVALS---FOR CITY USE ONLY-----

Planning Division Approved By _____ ADB# _____ Date _____

Public Works Approved By _____ Date _____

Remarks or Comments: _____

Engineering Division Approved By _____ Date _____

Certificate of Insurance Verified By _____ Date _____

Encroachment Agreement sent to City Clerk for recording _____ Date _____

ENCROACHMENT PERMIT# _____ ISSUANCE DATE _____

BUILDING PERMIT # _____ RECORDING # _____



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER



SAMPLE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A**COMPANY LETTER **B**COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

INSURED

Property Owner Name
Property address of street use or encroachment if different from mailing address.

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS		
					GENERAL AGGREGATE	\$	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$	
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				PERSONAL INJURY	\$ 300	
	<input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE				PROPERTY DAMAGE	\$ 100	
					FIRE DAMAGE (ANY ONE FIRE)	\$	
					MEDICAL EXPENSE (ANY ONE PERSON)	\$	
	AUTOMOBILE LIABILITY				CSL	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY					EACH OCCURRENCE	AGGREGATE
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$	\$	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

It is understood and agreed that the City of Edmonds is named as an additional insured for the _____ (description) located at _____ (address) in the City right-of-way.

***Updated Insurance certificate to be provided to the Engineering Division within 20 days of term expiration.**

CERTIFICATE HOLDER

City of Edmonds
Engineering Division
121 5th Avenue North
Edmonds, WA 98020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

When recorded mail to:

City Clerk
City of Edmonds
121 Fifth Avenue North
Edmonds, WA 98020

SPACE ABOVE THE LINE FOR RECORDERS USE
Assessor's Parcel No.: _____
Applicant: _____

ENCROACHMENT AGREEMENT

This ENCROACHMENT AGREEMENT ("Agreement") is entered into between the CITY OF EDMONDS ("City") and _____ ("Owner[s]"), in accordance with Chapter 18.70 of the Edmonds Community Development Code.

1. **The Property.** Owner is the owner of that certain real property located at _____, within the City of Edmonds, Washington, Assessor's Parcel Number _____, and more particularly described as follows _____, or as described in Exhibit "A" attached hereto and incorporated herein by reference.

2. **The Easement.** The City right-of-way adjacent to owner's property or an existing easement used for (strike those that don't apply) [street, road, alley, trail, sidewalk, bike path, pedestrian easement, sanitary sewer, water, storm, other _____].

3. **The Encroachment.** The Owner desires to encroach upon the public easement and the City hereby covenants and agrees and grants its permission to Owner to allow _____ to remain in a portion of the City right-of-way/easement. A partial site plan, scaled 1"=20', showing the location of the encroachment is attached as Exhibit "B" and incorporated by reference. This Agreement is subject to the following terms and conditions:

- a. On behalf of themselves, their successors and assigns, the Owner promises to maintain, repair, remove and/or replace the encroachment located in the easement at their sole expense to the standards established by the City. All maintenance, repair, removal and/or replacement shall be conducted solely at the Owners' expense.
- b. The Owner, on behalf of themselves and their successors and assigns, acknowledge that the City had no obligation to approve the encroachment within the easement for the sole benefit of the Owner, and the agreements contained herein, provide sufficient consideration for the Owner and their successors and assigns to maintain, repair, remove and/or replace said encroachment located in the easement at their sole expense in perpetuity.
- c. The Owner promises to indemnify and hold harmless the City, its officers, agents and employees from any and all loss, claim, demand or liability of any kind or nature, foreseen or unforeseen, arising from or out of its promises contained within this Agreement, including but not limited to any damage that may be caused to the encroachment by the City's operation, maintenance, repair, replacement or other work related to construction activity within the easement, or any damage or expense arising out of the loss of, or damage to, property or the injury to or death of persons. This promise to hold harmless and indemnify includes defense by counsel of the City's choosing and the payment of reasonable attorneys' fees and court costs. Nothing herein, however, shall be interpreted to require the Owner to indemnify the City from the negligence or intentional tortuous act of its employees, officers, or agents.
- d. The Owner shall at the request of the City, promptly remove, repair, reconstruct, and/or replace the encroachment at the Owners' sole expense. Upon receipt of notification from the City that the City requires removal of all or portions of the encroachment from within the easement, the Owner will promptly remove those portions of the encroachment from within the easement area as required by the City at their sole expense. If the portions of the encroachment required by the City to be removed are not timely removed by the Owner, they shall be removed by the City at the expense of the Owner, and the Owner shall reimburse the City for the costs of removal of the encroachment and disposal of materials as well as for any increased construction costs or consequential damages incurred by the City due to the Owners' delay. In the event that portions of the encroachment must be removed to facilitate utility and/or construction activity by the City within the easement or other requirements of the City, the Owner shall be solely responsible for replacement of the encroachment at their expense upon completion of the utility and/or construction or other activity by the City.
- e. Whatever rights and obligations were acquired by the City with respect to the easement shall remain and continue in full force and effect and shall in no way be affected by City's grant of permission to construct and maintain the encroachment structure.

- f. Business and commercial operation property owners are required to provide and continually maintain during the term of the permit a certificate of insurance naming the City as an additional insured, with respect to liability, and providing that it shall be primary as to any other policy of insurance. A copy of the insurance certificate shall be provided to the City at the beginning of each calendar year, no later than the 21st day of January.
- g. Owner shall, in the performance of this Agreement, comply with all applicable Federal, State and local laws and regulations, including but not limited to City code and ordinance requirements.

4. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all other agreements, oral or written, between the parties with respect to the subject matter. This agreement may not be amended except in writing in a document filed of record with the auditor of Snohomish County, Washington.

5. Notices. Any notice which is required or may be given pursuant to this Agreement shall be sent in writing by United States mail, first class, postage pre-paid, registered or certified with return receipt requested, or by other comparable commercial means and addressed as follows:

If to the City:

City Engineer
 City of Edmonds
 121 Fifth Avenue North
 Edmonds, WA 98020

If to the Owner:

which addresses may be changed from time to time by providing notice to the other party in the manner described above.

6. Waiver. City's consent to or approval of any act or omission by Owner shall not constitute a waiver of any other default by Owner and shall not be deemed a waiver or render unnecessary City's consent for approval to any subsequent act by Owner. Any waiver by City of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

7. Termination of Agreement. In addition to any other remedy provided for by law, the City reserves the right to terminate this agreement in the event the encroachment negatively impacts or damages the City's right of way, easement and/or underlying utility systems or violates any condition of service adopted by the City, at its sole discretion, as may be necessary to prevent damage to the City's utility system, or any other public facility which may be impacted by the Owners' failure to properly use the easement.

8. Successors and Assigns. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. Owner agrees to incorporate this agreement by reference in any subsequent deeds to the property, but any failure to do so does not invalidate this provision.

9. Capacity. Each party represents that the person(s) executing this Agreement on behalf of such party has the authority to execute this Agreement and by such signature(s) thereby bind such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 20_____.

OWNER(S):

By: _____

By: _____

STATE OF WASHINGTON)

COUNTY OF SNOHOMISH)

This day, personally appeared before me, _____, to me known to be the person(s) who executed the within and foregoing document and that (he/she/they) _____ signed the same as (his/her/their) _____ free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public

Typed or Printed Name

My Commission expires: _____

CITY OF EDMONDS

By: _____
ENGINEERING DIVISION