



ENCROACHMENT APPLICATION INSTRUCTIONS

City of South Bend – Board of Public Works
215 S. Dr. Martin Luther King, Jr. Blvd
Suite #400
South Bend, IN 46601

Dear Resident or Business:

Thank you for your interest in applying for permission to encroach upon the City's right-of-way. An encroachment occurs when a neighbor builds something on or overhanging another neighbor's property. Encroachments on City property can occur when a resident or business owner builds a canopy, signage, awnings, brick mailboxes, planters, and more on City streets, sidewalks, or other City property. All encroachments upon the City's right-of-way **must be approved** by the Board of Public Works.

PROCESS

Once your application is received, it will be reviewed by City personnel and presented at a City of South Bend Board of Public Works meeting for approval. Upon approval, a signed copy of your permit and agreement will be emailed or mailed to you. Note: The encroachment review and approval process can take four to six (4-6) weeks, depending on the complexity of the request. **Permits may be revoked at any time.**

APPLICATION CHECKLIST

Below is a checklist of items that must be included with your submission:

- ✓ Completed and signed Encroachment Application
- ✓ Photos of the area where the encroachment will take place.
- ✓ Complete description of the encroachment (i.e. canopy, banner, planter, underground utilities, signage, etc.)
- ✓ Plans and Specifications
- ✓ Signature and Legal Name
- ✓ Signed Revocable Permit

Completed applications should be mailed or delivered to:

City of South Bend – Board of Public Works
215 S. Dr. Martin Luther King, Jr. Blvd
Suite #400
South Bend, IN 46601
PWEngineering@southbendin.gov

QUESTIONS

The City of South Bend looks forward to working with you! If you have any questions, contact City Engineering at 574.235.9251 or PWEngineering@southbendin.gov



ENCROACHMENT APPLICATION

City of South Bend – Board of Public Works
215 Doctor M.L.K. Jr Blvd; Floor 4
South Bend, IN 46601

PROPERTY OWNER INFORMATION:

Name of Business/Homeowner: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

ENCROACHMENT INFORMATION:

Location of Encroachment: _____

Encroachment Description: _____

CL Road to R/W Line: _____ Size of Encroachment: _____

Distance of R/W: _____ Amount in R/W: _____

INSTALLER'S INFORMATION:

Business Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Signature: _____

Printed Name: _____

INCLUDE THE FOLLOWING ITEMS WITH YOUR APPLICATION:

- ☐ Photos of the area where encroachment will take place.
- ☐ Plans and Specifications
- ☐ Completed Agreement

AFFIRMATION

I, the undersigned do hereby certify and affirm that all the information given in this application is accurate and correct. I understand that encroachments must in no way impair the highway or free and safe flow of traffic thereon and may be revoked at any time.

Signature of Applicant: _____ Date: _____

Printed Name of Applicant: _____



REVOCABLE PERMIT

RECOGNITION OF ENCROACHMENT UPON CITY OF SOUTH BEND-CONTROLLED PROPERTY AND PROVISIONS ALLOWING TEMPORARY CONTINUANCE OF SAME

Company/Homeowner Name _____, hereafter, the "APPLICANT."

The encroachment will be permitted to remain and continue under the following terms and conditions:

- 1) Until such time as the BOARD OF PUBLIC WORKS ("BOARD") of the CITY OF SOUTH BEND ("CITY") shall determine that such encroachment is in any way impairing or interfering with the highway or with the free and safe flow of traffic thereon;
- 2) Said encroachment shall not in any way prejudice or preclude the CITY'S rights with respect to the future use of the portion of the right-of-way;
- 3) The encroachment as it now exists shall in no manner be added to or enlarged in its present scope or dimensions;
- 4) In the event of change of ownership of the fixture or any other item of personal property which constitutes the aforesaid encroachment, this permit shall become null and void;
- 5) The CITY shall not be liable to APPLICANT for any damages caused to APPLICANT that arise out of or is incidental to any activity and/or incidences authorized by this permit;
- 6) In consideration of the granting of this Permit by the BOARD, APPLICANT shall indemnify, hold harmless and defend the CITY from and against any and all actions or causes of action which the CITY may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss thereof, arising out of or in any manner connected with any activity and/or incidences authorized by this permit and/or any activities and/or incidences incidental thereto, or which the CITY may sustain or incur in connection with any litigation, investigation, or other expenditures incidental thereto, including any suit instituted by the CITY to enforce the obligation of this agreement of indemnity.
It is the intent of the parties hereto that the APPLICANT shall indemnify the CITY under this indemnification clause to the fullest extent permitted by law.

This approval shall be binding upon everyone past or present, claiming any interest in and to the aforementioned encroachment.

ACCEPTANCE OF TERMS AND CONDITIONS

I accept and agree to be bound by all of the terms and conditions of this permit.

Submitted By: _____

Signature: _____

Date: _____

BOARD OF PUBLIC WORKS APPROVAL

President

Member

Member

Membe

Member

Attest