

# APPLICATION FOR ENCROACHMENT PERMIT

This is an Application only. No work is to be started until a permit is issued

Date \_\_\_\_\_ 20\_\_\_\_

To the **Siskiyou County Department Public Works**  
1312 Fairlane Rd / P.O. Box 1127  
Yreka, CA 96097  
530-842-8250



To whom it may Concern :

The undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on County right of way by performing work of the following type: \_\_\_\_\_

Applicant will describe fully what is proposed using

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work will be performed on/from Date \_\_\_\_\_ to Date \_\_\_\_\_

THE WORK SITE MUST BE MARKED WITH CONSPICUOUS STAKES AND FLAGS READILY VISIBLE FROM THE COUNTY ROAD. MARK STAKES SHOULD IDENTIFY OWNER OR APPLICANT. ( IF SITE CANNOT BE IDENTIFIED THE PERMIT WILL NOT BE ISSUED).

The work is located on County Road \_\_\_\_\_ Co. Road # \_\_\_\_\_

Road and Address

Mile Post \_\_\_\_\_ , approx \_\_\_\_\_ Feet / Miles, North / South / East / West Of the intersection of County or Public Roadway \_\_\_\_\_

Name or Number

Assessor's No. \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ Sec \_\_\_\_\_

Detailed plans should be submitted if available, and shall be submitted if requested by the Public Works Director or his representative.

This permit is issued in accordance with Section 1460 of the Streets and Highways code and no warranty is made or implied with regard to the ownership of the underlying fee title to the real property involved. Permittee is advised to determine ownership of the real property involved and obtain written permission from the owner to enter onto and occupy said property.

### Please Note:

The signature of the applicant on this application will serve to indicate and acknowledge that the applicant has read and does understand the Provisions set forth therein, including the General Provisions on page 2. Upon affixing said signature, applicant agrees to conform and comply with these provisions and requirements.

## Contractor

## Owner

Contractor's Name \_\_\_\_\_

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Applicants Name \_\_\_\_\_

License # \_\_\_\_\_

Applicants Signature \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

## General Provisions

1. **Definition.** This permit is issued under Chapter 5.5 and 6 or Division 2 or the Streets and Highways Code. The term encroachment is used in this permit as defined in Chapter 6 of said code. Except as otherwise provided for public agencies and franchise holders, this permit is revocable at any time.
2. **Acceptance of Provisions.** It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute acceptance of the provisions.
3. **Prior Right.** It is understood and agreed that the County has prior right to the use of its right of way.
4. **Notice prior to starting work.** Before starting work on which an inspector is required, or whenever stated on the face of this permit, the Permittee shall notify the director of Public Works or other designated employee of the Road Department. Such notice shall be given at least three days in advance of the date work is to begin.
5. **Permission from Property Owners.** Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.
6. **Keep permit on the work.** This permit shall be kept at the site of the work.
7. **Protection of Traffic.** The Permittee shall cause to be placed, erected, and maintained all warning signals, lights, barricades, signs, and other devices or measure essential to safeguard travel by the general public over and at the site of work authorized herein.
8. **Minimum Interference with Traffic.** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted.
9. **Clean up Right of Way.** The Permittee shall, at all times, during the progress of the work keep the highway in as neat and clean a condition as is possible and upon completion of the work granted herein, shall leave the highway in a thoroughly neat, clean, and usable condition.
10. **Storage of Material.** No material shall be stored within eight (8) feet from the edge of pavement or traveled way.
11. **Standards of Construction.** All work shall conform to recognized standards of construction.
12. **Borrow and Waste.** Only such borrow and waste will be permitted and within the limits as set forth on the face of this permit.
13. **Supervision.** All the work shall be done subject to the supervision of, and to the satisfaction of the Director of Public Works.
14. Permittee must provide notice and obtain County approval of any assignments to perform work under this permit.
15. **Future moving of Installation.** It is understood by the Permittee that whenever construction, reconstruction or maintenance work on highway may require, the installation provide for herein shall, upon request of the Director of Public Works, be immediately moved by, and at the sole expense of the Permittee.
16. **Liability for Damages.** The Permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the Permittee's part, to perform his obligations under this permit in respect to maintenance. In the event any claim or such liability is made against the County or Siskiyou, or any department, officer, or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless from such claim. Further, Permittee shall obtain a similar provision in its contract with any contractor to perform the work herein permitted, which indemnification and hold harmless shall include not only the Permittee but also the County of Siskiyou, any department, officer or employee thereof.
17. **Making Repairs.** If the County shall so elect, repairs to paving which has been disturbed shall be made by its employees and the expense thereof shall be borne by the County shall so elect, repairs to paving which has been disturbed shall be made by its employees and the expense thereof shall be borne by the Permittee, who shall purchase and deliver on the highway the materials necessary for said work as directed by the Director of Public Works. All payments to laborers, inspectors, etc. employed by the County for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written statement approved by the Director of Public Works. The County may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.
18. **Care of Drainage.** If the work contemplated shall interfere with the established drainage, ample provisions shall be made by the Permittee to provide for it as may be directed by the Director of Public Works.
19. **Maintenance.** The Permitted agrees to exercise reasonable care to maintain properly this encroachment and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the highway which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all injury to the highway which would not have occurred had such work not been done or such encroachment not placed therein.
20. **Crossing Roadway.** Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically permitted on the face hereof. Service pipes will not be permitted inside of culverts used as drainage structures.
21. **Depth of Pipes.** There shall be a minimum of 36 inches of cover over all pipes or conduits.
22. **Backfilling.** All excavations shall be backfilled and mechanically compacted immediately after work therein has been completed. No portion of the excavation shall be compacted by ponding or jetting. Back filling material shall comply with Section 14 of the State Standard Specifications.
23. **Main Surface.** The Permitted shall maintain the surface over structures placed hereunder as long as necessary.
24. **Restoration.** All pavement, curb, gutter, sidewalk, borrow, ditches, pipes, head walls, road signs, trees, shrubbery, and/or other permanent road facilities impaired by or as a result of construction operations at the construction site, or at other ground occupied by materials and/or equipment, shall be restored immediately to a condition as good as or better than existed prior to the construction.
25. **Responsible.** The County will not be held responsible for any damage to any underground or other facilities, that have been caused during the course of the County's normal maintenance procedures. The County will not assume any responsibility, at any time, should any provisions of this permit not be complied with.
26. **Encroachment.** Pursuant to §1483 all illegal encroachments are subject to fees of \$350 for each day the encroachment continues unremoved.

### Note:

Special provisions pertinent to your project will be specified on your permit. Do not start work until you receive your approved permit.

**SISKIYOU COUNTY  
DEPARTMENT OF AGRICULTURE  
DEPARTMENT OF PUBLIC WORKS  
AGREEMENT TO CONTROL VEGETATION ON COUNTY RIGHT-OF-WAY  
“PROPERTY OWNER MAINTAINED CONTRACT”**

I, \_\_\_\_\_ (PRINT full name), have obtained an “Encroachment Permit” (EP# \_\_\_\_\_) from the Siskiyou County Public Works Department (and is attached), hereby agree to adequately control vegetation growing within the Siskiyou County road right-of-way, adjoining my property, in lieu of herbicide applications by Siskiyou County personnel. This area is defined as the “No Spray Zone” (NSZ); owner will maintain. Determination of “adequate control” is at the sole discretion of the Siskiyou County Public Works (SCPW) and/or the Siskiyou County Department of Agriculture (SCDA) (referred to through the completion of this agreement as “County”) personnel and will be specified as follows:

1. No growth within the entire right-of-way of any vegetation named on the California State Noxious Invasive Weed List (3 CCR 4500).  
([https://www.cdfa.ca.gov/plant/IPC/encycloweedia/weedinfo/wininfo\\_table-sciname.html](https://www.cdfa.ca.gov/plant/IPC/encycloweedia/weedinfo/wininfo_table-sciname.html))
2. Vegetation shall be maintained to a maximum height of no more than 6 inches on the existing width of shoulder as per Encroachment Permit. Actual maintenance width will be evaluated and specified within the Encroachment permit
3. All vegetation in or around existing drainage ways or ditches shall be controlled to the extent required to allow proper flows.
4. All vegetation shall be controlled to the extent required to assure no sight restrictions, damage to the roadway and adjacent areas, or other safety hazards.
5. I agree that signs will be placed as per Encroachment Permit to assure that they are clearly legible and visible. I understand it is my responsibility to replace or repair signs as necessary that do not meet the requirements.

I agree to use control methods which do not disturb the roadway and adjacent areas, including the traveled roadway, shoulders, ditches, and cut and fill slopes to accomplish the foregoing requirements.

I agree to post County issued signs according to the “Installation Instructions” provided for you at the time of contract signing.

I understand proper sign placement is my sole responsibility and that the County may treat the described areas with herbicide, **without prior notice**, if the signs are not properly in place, readable, and/or clearly visible.

**I agree that failure on my part to adequately control vegetation as specified above can result in a “Notice of Termination of Agreement” being issued by the County. Such notice of termination will be effective seven (7) days following mailing to the property owner at the address listed below. Following termination the County has the implement control by any method it deems appropriate. I also agree that actual current year control costs expended by the County for control required following a notice of termination may be billed to me and I am responsible for payment if the agreement was terminated under the provisions of this paragraph.**

I understand that the County does not guarantee that the area being put into "OWNER WILL MAINTAIN" has not already been previously sprayed.

I agree to all the terms and conditions set forth in this contract. I have been provided a list of the current "California State Invasive Noxious Weed List" and website address (listed on this agreement) for information and identification.

This agreement is only valid for a two calendar year cycle including the year in which it was signed unless notification of termination, in writing, by either the County or the Owner is issued. This agreement is not transferable and complies with the California State Food and Agriculture Code (FAC, Division 4, Chapter 6.5, Sections: 5501-5509). This agreement becomes valid from date of the signature of the last signee from the signatures listed below and reflected here: \_\_\_\_\_ (month) \_\_\_\_\_ (day), 20\_\_\_\_ to December 31<sup>st</sup>, 20\_\_\_\_.

Failure to comply with this "Property Owner Maintained Contract" and the "Encroachment Permit" could result in the termination of both the contract and permit and/or a fine of \$350.00 per day the violation occurs (as per California State and Highway Code Section 1483).

Property Physical Address and description of "OWNER MAINTAINED AREA" (provide physical sign locations via GPS coordinates or detailed map, include all parcel numbers):

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Property Owner/Responsible Party Mailing Address:

Phone # \_\_\_\_\_ Cell # \_\_\_\_\_ E-mail: \_\_\_\_\_

This contract is between \_\_\_\_\_ (Property Owner/Responsible Party) and the County of Siskiyou (Department of Agriculture and Department of Public Works) was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (date of last signee from signatures below).

Signature of Property Owner/Responsible Party: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Department of Agriculture: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

Signature of Department of Public Works: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

# Siskiyou County Public Works – Integrated Vegetation Management Plan

Siskiyou County maintains 1360 miles of roadway, approx. 860 miles are surfaced roads. The Public Works attempts to actively maintain all vegetation within the Right-of-Way.

Siskiyou County's goal in management of roadside vegetation is to maintain the road system with the most efficient use of financial resources while providing necessary vegetation management

## **PURPOSE OF ROADSIDE VEGETATION MANAGEMENT:**

- **Protecting Public Safety**

Brambles, vines, weeds, and brush that grow along the roadside can threaten public safety. Vegetation may limit motorists' ability to see hazards. Vehicles, pedestrians, animals, and hazardous objects can be screened by vegetation at intersections, curves, private road connections and driveways. Vegetation can also obstruct traffic signs. Vegetation can cause excessive accumulations of ice, snow, water, and debris on the roadways, all of which are potential safety hazards for motorists. Vegetation increases fire hazards.

By keeping road shoulders free of vegetation, Siskiyou County Public Works creates an area that is safer for pedestrians and bicyclists, and provides a safe area for motorists to stop in an emergency. Reducing the amount of vegetation along the road also reduces the fire hazards.

- **Protecting the Roadways**

Vegetation that is allowed to grow on the shoulders and ditches of the road can prevent water from properly draining from the road surface, shoulder and ditches. This accumulation of excess moisture causes the roadbed to become saturated, causing deterioration of the road surface and ultimately causing road failures.

- **Eliminating Noxious Weeds**

Noxious weeds are plants that are designated as a public menace and are under California Department of Food and Agriculture designations as **noxious**, requiring mandated responses from Siskiyou County Department of Agriculture. Noxious weeds threaten agriculture fields, rangelands, wildlands, and compete with desirable native plants including threatened and endangered species. Noxious weeds are often distributed by vehicles traveling on the road system. Eliminating these noxious weeds before they have a chance to spread is integral in stopping their proliferation.

## **ROADSIDE VEGETATION CONTROL PROCEDURES:**

- **Herbicide Application** – Herbicide vegetation control follows all Federal and State pesticide laws. Siskiyou County Public Works partners with the Siskiyou County Department of Agriculture, to apply and manage all herbicide applications. Herbicide application is used with two main objectives:
  1. Actively manage a no growth zone. This zone extends from edge of pavement to top of ditch, this area averages approximately 4 feet in width. This maintenance action dramatically reduces maintenance costs compared to other methods, promotes water drainage from road surfaces, preventing road failures, allows motorists to safely pull off the roadway onto the shoulder, restore and maintain sight distance, and reduces the risk of vegetation fire from vehicles and motorists. This also prevents noxious weed establishment in the most likely portion of the roadway.
  2. Right-of-way herbicide spot spraying eliminates the spread of noxious weeds and maintains compliance with noxious weed control mandates.
  
- **Mowing, Brush Mowing, Brush Cutting (By Hand)** – These vegetation management actions are designed to, restore and maintain sight distance, allow maintenance access to drainage easements and reduce vegetation in and around bridges to allow for maintenance and inspection.

**“NO SPRAY” REQUEST APPLICATIONS** – A property owner can submit an application to have Siskiyou County Public Works restrict herbicide use on the road fronting their property.

Applicants shall:

- Obtain the application packet from Siskiyou County Public Works web site at <http://www.co.siskiyou.ca.us/page/public-works>, or from the Siskiyou County Public Works office at, 1312 Fairlane Road, Yreka, California.

Packet will include:

- a. Siskiyou County Department of Agriculture’s Property Owner Maintained Contract (Provided in the application packet).
  - b. Siskiyou County Public Work’s Encroachment Permit (Provided in the application packet).

This permit will allow applicant to work within the County’s right-of-way. The permit will also detail the maintenance obligations, requirements and restrictions, including eradicating noxious weeds.
- Return application and encroachment permit to Public Works.

- Upon approval notification: Lease the “NO SPRAY” signs and posts from the Siskiyou County Department of Agriculture. Signs must be placed at the beginning and end of each “NO SPRAY” zone. Placement of signs must be approved by Public Works.

If vegetation and noxious weeds are NOT controlled as agreed upon, the Roadside Vegetation Control Agreement and Encroachment permit will be void, and fines, penalties, and additional maintenance costs could be incurred. At this time, and as agreed upon, Siskiyou County Public Works Department and the Siskiyou County Agriculture Department will immediately resume normal vegetation management methods, which may include herbicide use.