

<h1>POLICY MANUAL</h1>	Date Adopted:
Classification: FEES	Date Last Amended:
Subject: Cost Recovery; Conditional License Agreements, Encroachments, and Easement Abandonment	Approved By:

I. Policy:

When the District receives interest from an outside party to access District property that is otherwise not open to the public, or to conduct activities on publicly-accessible District property outside the normal scope of public use of the property, it is required that the outside party (proponent) enter into a Conditional License Agreement that governs the time, location and extent of the party’s access to District property; defines and limits the proponent’s activities at the site; and establishes insurance requirements that must be met in order to conduct the specified activities. The District shall require that the proponent to pay a fee of fifty dollars (\$50.00) to initiate review of their request. If review of the request finds that the proposed activities may require an exceptional investment of staff time to facilitate, monitor or mitigate the impacts thereof, the District shall require the proponent to deposit funds with the District, or otherwise guarantee payment, to pay all costs associated with the proponents use of District property. Such costs include, but are not limited to, staff time, transportation and material costs. District staff shall estimate costs associated with such proposals and the proponent shall deposit with the District that amount in advance of commencement of any activities authorized by the Conditional License Agreement.

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When the District receives interest from an outside party to address an issue of encroachment into storm drain easements or to abandon an existing easement, the District shall require the proponent to submit a proposal and deposit funds with the District, or otherwise guarantee payment, to pay all costs associated with the analysis and disposition of the property. Such costs include, but are not limited to, staff time, material costs, and outside legal and consultant fees. District staff shall estimate costs associated with such proposals and the proponent shall deposit with the District that amount in advance of commencement of any such work by the District or consultant, the terms of which shall be set forth in a prior written agreement executed by the proponent.

II. Purpose:

The purpose of this Policy is to ensure that the District is compensated for the cost to attend to certain matters that are not pertinent to the mission of the District, without increase in public cost.

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III. Definitions:

A. Exemptions – The Board of Directors may exempt from this Policy proposals submitted by other public agencies or non-profit organizations, when it is determined that such proposals will result in additional benefits to the District, or general public, consistent with the objectives and purposes of the District.

IV. Procedure:

A. Unless otherwise exempted, prior to the District initiating any work on a request for a Conditional License Agreement, the proponent must submit to the District the required fee of fifty (\$50.00). Following District review of the Conditional License Agreement application, the General Manager or District Engineer will make a determination on the likelihood that proposed activities will require an exceptional investment of staff time to facilitate, monitor or mitigate. If it is determined that the District is likely to invest an exceptional amount of resources in administering the Conditional License Agreement, the District shall require the proponent to deposit an amount determined by the General Manager or District Engineer necessary to cover the estimated District expenses to undertake activities necessary to address the proponents request.

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As work progresses, the proponent shall deposit additional funds as necessary to maintain a positive deposit balance.

- B. Unless otherwise exempted, prior to the District initiating work on a request for assistance addressing issues relating to encroachments into storm drain easements or abandoning existing easements, the proponent must enter into a written agreement and deposit an amount determined by the General Manager or the District Engineer necessary to cover the estimated District expenses to undertake activities necessary to address the proponents request. As work progresses, the proponent shall deposit additional funds as necessary to maintain a positive deposit balance.

- C. The District shall provide an accounting of the expenditures to the proponent as determined appropriate by the General Manager or District Engineer. Reimbursements received shall be deposited to the District's General Fund. Once work is completed or the proposal terminated, any unexpended funds deposited by the proponent shall be returned to the proponent.

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- D. The District retains the right to terminate requested work on encroachments or easements or cancel a Conditional License Agreement at any time. Termination or cancellation is not a basis for refund to the proponent of expended funds, and no refund shall be made for such expenditures without the approval of the Board.

- E. All work is undertaken at the risk of the proponent and no warranties are made, or obligations, or liabilities assumed by the District as to the outcome of the encroachment or easement-related work or the success of activities covered by a Conditional License Agreement.

- F. Regular District service program work, services and responsibilities shall be given priority over proposals undertaken pursuant to this Policy.