



Engineering Department

DATE: January 9, 2024

FROM: Gabe Schell, City Engineer

ITEM: Encroachment Agreement and Waiver - Hope Manor Foundation Inc.

REQUEST:

Consider Approval of an encroachment agreement with Hope Manor Foundation, Inc.

BACKGROUND INFORMATION:

Hope Manor Foundation, Inc. is proposing to install a sign overhanging the right-of-way on the building located at 321 S 1st Street. The sign would be attached to the south side of building overhanging the doorway adjacent to Bowen Avenue to promote their coffee shop. Staff has reviewed and approved the encroachment agreement.

RECOMMENDED CITY COMMISSION ACTION:

Approval of the Encroachment Agreement.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. Encroachment Agreement - Hope Manor
2. Sign Sketch

ENCROACHMENT AGREEMENT AND WAIVER

The City of Bismarck hereby grants Hope Manor Foundation Inc (Grantee) the right to install and maintain a privately-owned sign & hardware (Encroachments) attached to the building face overhanging the right-of-way at 321 S 1st Street, Bismarck, Burleigh County, North Dakota 58504, as shown on the attached exhibit. Exhibit will be stored with the original signed document in the Engineering Department, subject to the following conditions:

1. The Grantee shall maintain the Encroachment and comply with all rules regarding maintenance of the Encroachment in the public right of way as set by the City Engineer.
2. The term of this grant shall be for Five (5) years and shall continue thereafter from year to year. The City may cancel this grant at any time after the initial five-year term upon six months' written notice to the Grantee.
3. The Grantee shall maintain a minimum of eight (8) feet or ninety-six (96") inches of unobstructed space between the lowest point of the encroachments and the top of the highest point in the sidewalk below the encroachment.
4. Upon the end of the term or prior abandonment of the Encroachment by the Grantee, the Grantee shall, at its own expense, remove the Encroachment and restore the right of way to its original condition, if so required by the City.
5. For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, in exchange for the City's permission to operate and encroachments in the right-of-way, Grantee agrees to release the City, its assigns, or other franchised utilities from and waive any and all claims relating to signs, but not limited to, damages arising from damage to the encroachments, loss of business, or other personal injury or property damage resulting from damage to the signs by the City, its assigns, or other franchised utilities. Grantee agrees that it is using the public right-of-way at its own risk. Grantee shall not look to the City, its assigns, or other franchised utilities to pay for any expense or damage to the encroachments by the City, its assigns, or other franchised utilities. Grantee agrees that it will hold harmless and indemnify the City, its assigns, or other franchised utilities from any and all claims in any way resulting from the placement of the encroachments in the public right-of-way. In the event the City is required to perform maintenance or construction on the right-of-way at the location of the encroachments, Grantee shall cooperate with the City in temporarily protecting the signs and accommodating the City's project, at Grantee's sole expense.
6. In the event of the commission of any breach of the terms of this Agreement by a party, the non-breaching party may cause this Agreement to be terminated on ten (10) days written notice. All obligations contained in paragraphs 4 and 5 will survive the termination of this Agreement, including but not limited to, the restoration of the property to the original condition.

Print Name & Title
Hope Manor Foundation Inc

Signature

Address

Date

Gabe Schell, P.E.
City Engineer

Date

Keith Hunke
City Administrator
Bismarck

Michael T. Schmitz, President
Bismarck City Commission

Date



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SIGNS, INC

1507 Continental Ave
bismarck, nd 58504
701-355-1111
www.mannsignsinc.com

CLIENT:

321 Coffee

APPROVAL:

X

WORK ORDER:

42061

DUE TO VARIATIONS IN OUTPUT DEVICES, THE COLORS SHOWN HERE MAY NOT REFLECT ACTUAL COLORS.

THE CONCEPTS REPRESENTED IN THIS ARTWORK ARE THE PROPERTY OF MANN SIGNS, INC. AND MAY NOT BE USED IN WHOLE OR PART WITHOUT WRITTEN CONSENT FROM MANN SIGNS, INC.



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