

ORDINANCE 023-075-01

ORDINANCE REGULATING HIGHWAY RIGHT OF WAY UTILITY PERMIT

WHEREAS, a petition has been filed by _____, requesting a permit be issued to do certain work herein described, in, upon, or along Village roadway, the Village President of Timberlane, Boone County, Illinois and board of Trustees, under this Ordinance to regulate this permit to do the work described below. Attached are plans, drawings, or sketches to further illustrate the proposed work.

WHEREAS only a written permit issued by the Village President of Timberlane, hereafter Village President, will satisfy the "written consent" requirement of the Illinois Highway Code.

NOW THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Timberlane, Boone County, Illinois that:

Subject to the following conditions and restrictions:

1. It is expressly understood that in the event of Road Reconstruction or Maintenance operations it is necessary to move or alter the above-mentioned installation said installation shall be moved or altered within 30 days after the PETITIONER, his agent or assigns receives written notice and demand from the Village President that said installation shall be moved or altered. The PETITIONER, his assigns or any other person who assumes responsibility for the care and maintenance of said installation, shall be responsible for all costs incurred in the moving or altering, or failure to move or failure to alter, the above stated installation.
2. This permit is effective in so far only as the Village President and the Village of Timberlane of the State of Illinois, jointly and severally, have jurisdiction. In the event this permit is granted to locate, construct, operate and maintain utility facilities on a Village roadway right-of-way, the PETITIONER shall comply with all other applicable laws relating to the placement of utility lines, shall comply with other requirements of the Village President (e.g., oversize and overweight vehicles), and shall comply with the requirements of other local, state and federal agencies, including but not limited to, the Illinois Department of Transportation, United States Army Corps of Engineers, Illinois Department of Natural Resources, United States Environmental Protection Agency, Illinois Environmental Protection Agency, Illinois Commerce Commission, Illinois Department of Agriculture, Illinois Department of Conservation, Illinois Department of Mines and Minerals and Illinois Historic Preservation Agency.
3. This permit, effective for a period of 6 months from date of issuance, grants permission only to undertake certain activities on Village roadway right-of-way and does not create a property right or grant authority to the PETITIONER to impinge on the rights of others who may have an interest in the right-of-way. Such others might include an owner of an underlying fee simple interest if the right-of-way consists of an easement or dedication, an owner of an easement, or those subject to another permit. It is the responsibility of the PETITIONER to satisfy all owners of property within or outside Village roadway right-of-way. In no case shall the permit give or be construed to create an easement, leasehold, or other property interest of any kind in, upon, under, above or along the Village roadway right-of-way. The work permitted and authorized herein is for the bona fide purpose expressed. Parking or servicing of vehicles on Village right-of-way is prohibited.
4. The PETITIONER shall furnish all material, do all work, pay all costs and shall in a reasonable length of time restore said roadway to a condition similar or equal to that existing before the commencement of the described work as determined by the Village President. The PETITIONER shall reimburse the Village for any repairs the Village President deems necessary and undertakes on the existing roadway in

case of emergency or neglect by said PETITIONER. The Village President shall be the final and sole decision maker as to whether said highway has been restored to a condition similar or equal to that existing before the commencement of said work. It is understood that the work shall be completed within 120 days after the date this permit is approved; otherwise, this permit becomes null and void.

5. The PETITIONER shall conduct the work so as not to interfere with or obstruct traffic on said roadway and shall keep said highway open to traffic at all times, except where the permission granted is specifically for the temporary closing of a section of said roadway. The PETITIONER shall provide protection to the traveling public and those performing the work by the use of traffic signals, beacons, signs, protective devices, pavement markings, barricades, lights and flagmen that are warranted during progress of the work in accordance with the current State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations and the latest revisions of the Highway Standards of the Illinois Department of Transportation. All of the above-mentioned items shall be furnished by the petitioner at his expense.
6. All work within the Village roadway right-of-way shall be located and constructed to the satisfaction of the Village President and shall conform in all respects to the plans and specifications as approved by the Village President as a part of this permit, as determined in the reasonable discretion of the Village President. No revisions or additions shall be made to the proposed work or the approved plans and specifications for any work within the Village roadway right-of-way without the express written consent of the Village roadway.
7. It shall be the responsibility of the PETITIONER to ascertain the presence and location of existing aboveground or underground facilities on the Village roadway right-of-way to be occupied by their proposed facilities. When notified of an excavation or when requested by the Department, the PETITIONER shall locate, physically mark, and indicate the depth of its underground facilities within 48 hours excluding weekends and holidays. Any field tile, subsurface drains, utilities or other property damaged by the PETITIONER shall be repaired by the PETITIONER at their expense. The repairs shall be in the manner prescribed by and shall meet the approval of the Village President and the owner of the applicable tile, drain, utility or other property.
8. The PETITIONER shall remove all excess dirt, shall leave the shoulders, ditches and backslopes in the same presentable condition as before construction, and shall reseed and fertilize all areas where existing sod has been disturbed during the prosecution of the work in accordance with the specifications of the State of Illinois.
9. The PETITIONER is prohibited from using on any bituminous surfaces or bridges any tractor or other machinery equipped with wheel or track lugs that would cause damage to bituminous surfaces. The PETITIONER shall replace and repair any bituminous surfaces damaged during construction as directed by the Village President. All facility crossings of bituminous surfaces shall be made by pushing, boring or tunneling underneath all areas supporting the roadway embankment (all areas between roadway ditch flowlines) to a depth which is a minimum of 24 inches below the proposed roadway ditch flowlines unless otherwise permitted by the Village President and as otherwise specified herein.
10. Facilities placed below the finished grade shall be a minimum of: 36" below the ground surface; 12" below the bottom of all intersecting tile; 5 feet below minor crossing flowlines including but not limited to crossroad culverts, drainage swales or ditches; and 10 feet below all major crossing flowlines including but not limited to rivers, streams or creeks. Facilities placed below the finished grade shall be placed within 3ft of the ROW line (if this location is not possible utility owner shall provide detailed explanation for the variance prior to installation).

11. If specific permission, due to construction condition, is given to the petitioner to open cut across the pavement, the following procedures shall be used. The petitioner shall cut the pavement so as to form a straight edge at least twelve inches wider on each side of the widest portion of the trench. The petitioner shall remove all excavation and immediately backfill the trench with sand or flowable backfill. Settlement of the sand backfill shall be thoroughly compacted until maximum settlement has been secured. Immediately after the backfilling, the base stone shall be restored to a depth of twelve inches (compacted), using Illinois Department of Transportation approved CA-10 for the width of the trench. The bituminous pavement surface shall then be restored to a depth of 1-1/2 times the depth of the existing bituminous pavement surface for the width of the pavement cut and finished flush with the existing pavement surface.
12. Trenches that are made along the shoulder or any aggregate surface area shall not be made nearer to the edge of the pavement than two feet. All of the excavated material shall be loaded and hauled off the limits of the right of way or as directed by the Village President. The excavated trench shall be backfilled as in Article #12 except the top eight inches shall be compacted road gravel or rock.
13. Trenches or excavations along the right of way and not on the portion of the roadbed (shoulder point to shoulder point) may be excavated and the same excavated material may be used as backfill, however, the trench may not be closer to the centerline of the ditch than TWO FEET on either side of the ditch. The backfill shall be compacted.
14. For a period of 12 months after the work has been completed, the PETITIONER is responsible for any work necessary to restore any portion of the work area to a condition equal to that existing before the work was started by the PETITIONER to the satisfaction of the Village President.
15. All facilities shall be installed in a manner which does not interfere in any way with the intended use or function of the Village roadway right-of-way as determined by the Village President, which shall include but is not limited to the egress, ingress, flow of traffic, and proper drainage.
16. The PETITIONER shall not trim, cut or in any way disturb any trees or shrubbery along said highway without the approval of the Village President and property owner(s).
17. In case it is necessary to remove any guardrail posts during construction, the PETITIONER shall replace posts and rails to the alignment and grade established by the Timberlane Village Board. Any posts or rails damaged or broken during construction shall be replaced without cost to the Village and to the satisfaction of the Village President.
18. The PETITIONER shall assume all risk and liability for accidents and damages that may accrue to persons or property on account of this work. The Petitioner further agrees to indemnify and hold harmless the Village of Timberlane, or any of its agents, employees or the like, against any and all damages to property, or injuries to or death of any person or persons, including employees or agents of the Village of Timberlane, and shall indemnify, and hold harmless the Village of Timberlane, or its agents, employees or the like, from any and all claims, demands, or suits, actions or proceedings of any kind or nature, including workmen's compensation claims, of or by anyone whomsoever, and any resulting from or arising out of the operations in connection herewith, including operations of subcontractors, and acts or omissions of the Petitioner, his agents, employees or assigns. Once installed, the applicant agrees to hold the Village harmless for any damage caused to their equipment from the Village's routine maintenance of the right-of-way, to include mowing.
19. If necessary to remove any roadway signs, mailboxes, etc., the PETITIONER shall reset them in their original position at the end of each workday and immediately after construction has been completed to

the satisfaction of the Village President.

20. This Agreement is binding not only on the PETITIONER but also on the PETITIONER'S employer, successor, assigns, subcontractor or any other person who funds or assists in the funding of the proposed installation or assumes the responsibility for the care and maintenance of the proposed installation after its completion. The PETITIONER agrees that he has a mandatory duty to inform his employer, successor, assigns or any person who subsequently assumes responsibility for the care and maintenance of said completed installation of the existence of this Agreement.
21. Utility owner is fully responsible for all cost associated with damage repairs and utility relocation based on the Village's current work, future work and Village infrastructure expansion/improvements.
22. Any utility above ground surface shall be well marked in contrasting colors and visible from a minimum 20 feet away in all directions from said utility. Marking and maintaining said visibility shall be the sole responsibility of utility owner.
23. Final as-built of utility shall be provided in electronic format compatible to the Village's data management systems.
24. In any case not covered by above conditions and restrictions the Village President is authorized to draw up reasonable conditions and restrictions suitable to the particular case.
25. PETITIONER shall be responsible for any and all attorney fees for enforcement of this agreement.


Passed by the Board of Trustees of the Village of Timberlane this 16th day of March, 2023.

Approved by me this 03-16, 2023.



Stephen M. Rapp, Village President

Attest:



Debra Marner, Village Clerk

Trustees Voting:

Ayes: 4

Nays: 0

Absent: 2

Additional Conditions:

This permit is hereby accepted, and its provisions agreed to this ___ day of _____, 20___

(Print) **Petitioner** (Sign) _____
(Print) **Contractor** (Sign)

Company Name _____
Company Name

APPROVED: Village of Timberlane

Name: _____ Date: _____

PETITIONER: Contact information for responsible party:

Name: _____ Address: _____

Phone: _____ Email: _____

Permit Number #: