



# City of Highland

## Application for **Right-of-Way Access Permit**

Reference: City of Highland – Ordinance No. 2867 Adopted July 16, 2018

The ordinance can be found at [https://library.municode.com/il/highland/ordinances/code\\_of\\_ordinances?nodeId=912045](https://library.municode.com/il/highland/ordinances/code_of_ordinances?nodeId=912045) or reviewed at the City of Highland Building and Zoning Office, 2610 Plaza Drive, Highland, IL 62249.

**NOTE:** Applicant may designate portions of application materials that it reasonably believes contain proprietary or confidential information as “Proprietary” or “Confidential” by clearly marking each page of such materials accordingly.

**Application Date:** \_\_\_\_\_ **Permit Number:** \_\_\_\_\_

**Pre-construction Meeting Date: (Required):** \_\_\_\_\_

**Pre-construction meeting required.** No construction shall begin pursuant to a permit issued under Article I of this Chapter prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the City with such City representatives in attendance as the City deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners. The requirement for a pre-construction meeting may only be waived by City.

**Application Fee:** \$100.00 **Check/Cash/CC:** \_\_\_\_\_

**Security Fund Fee:** \_\_\_\_\_ **Check/Cash/CC:** \_\_\_\_\_

**Applicant:** Utility/Consultant/Contractor/Property Owner (**Circle One**)

### PROPERTY INFORMATION

**Street Address:** \_\_\_\_\_

**Job Value:** \_\_\_\_\_ **Estimate Start Date:** \_\_\_\_\_

### APPLICANT INFORMATION

**Applicant Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**PROPERTY OWNER INFORMATION**

**Property Owner Name:** \_\_\_\_\_  
**Company:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Contact Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**UTILITY INFORMATION**

**Utility:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Contact Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**CONTRACTOR INFORMATION**

**Contractor:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Contact Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**CONSULTANT INFORMATION**

**Consultant:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Contact Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**NOTE: Additional consultants may be listed on a separate sheet of paper.**



**Create a drawing:** Indicate the location, the length, width and depth of each hole. The drawings may be hand drawn below as long as the drawings provide the City of Highland with all of the information needed. In the case of pole attachments, please indicate pole identification number, location and dimensioned detailed drawing of the proposed pole along with proposed new attachments, making sure all alterations meet current NESC guidelines.

**NOTE: Large or complex jobs may require additional drawings to be attached to this application. Such drawings are the responsibility of the permit applicant.**



- The project will be completed in compliance with the time period provided as a condition of the permit.
- **Permit application must be made a minimum of 24hrs prior to excavation with the exception of an emergency.**
- **Permit applications involving pole attachments must be made a minimum of 14 days prior to proposed work start date. Projects involving more than 10 poles will require additional time for review and approval.**
- The permit holder shall notify the police department (618) 654-2131 prior to any partial or full street closure.
- Any excavation that must remain open overnight shall be covered and barricaded.
- Barricades provided by contractor.
- All permit holders shall notify J.U.L.I.E. prior to excavation (800) 892-0123.
- All work shall be in accordance with applicable O.S.H.A. regulations.

**Violation of the city ordinance shall be punishable by a fine of not less than \$500.00.**

**Permit Fees (Calculations will be used to determine the Compacted Rock Backfill, Pavement Replacement, Sidewalk Replacement and Grassed Area Restoration)**

- Excavation.....\$20 Flat Fee
- Right of Way.....\$100 Flat Fee
- Compacted Rock Backfill.....To Be Calculated
- Pavement Replacement.....To Be Calculated
- Sidewalk Replacement.....To Be Calculated
- Grassed Area Restoration.....To Be Calculated
- Pole Attachment (simple).....\$15 per pole
- Pole Attachment (requiring structural analysis).....To Be Calculated

NOTE: Applicant will be responsible to pay any make ready costs in addition to Pole Attachment permit fee above.

**Evidence that the applicant, property owner, utility, contractor and/or consultant has placed on file with the City:**

- 1) A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and  
**Initials: \_\_\_\_\_ Date Received: \_\_\_\_\_**
- 2) An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the City and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this Section unless the City finds that additional information or assurances are needed;  
**Initials: \_\_\_\_\_ Date Received: \_\_\_\_\_**
- 3) Drawings, plans and specifications showing the work proposed complies with applicable codes, rules, and regulations;  
**Initials: \_\_\_\_\_ Date Received: \_\_\_\_\_**
- 4) Evidence of insurance as required in Section 20-1-8 of Article I of this Chapter;  
**Initials: \_\_\_\_\_ Date Received: \_\_\_\_\_**
- 5) Evidence of posting of the security fund as required in Section 20-1-10 of Article I of this Chapter;  
**Initials: \_\_\_\_\_ Date Received: \_\_\_\_\_**
- 6) Any request for a variance from one or more provisions of Article I of this Chapter (See 20-1-21); and  
**Initials: \_\_\_\_\_ Date Received: \_\_\_\_\_**

- 7) Such additional information as may be required by the City.

### **Supplemental Application Requirements for Specific Types of Utilities**

In addition to the requirements of Subsection c) of this Section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:

- 1) In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any “Certificate of Public Convenience and Necessity” or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;
- 2) In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;
- 3) In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied;
- 4) In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control and the Water Reclamation Facility, and City of Highland, Illinois Code of Ordinances, have been satisfied; or
- 5) In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

### **Applicant’s Duty to Update Information**

Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the City within thirty (30) days after the change necessitating the amendment.

Article I of this Chapter and applicable ordinances, codes, laws, rules, and regulations, the City Director of Planning and Zoning shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the City Director of Planning and Zoning, that the construction proposed under the application shall be in full compliance with the requirements of Article I of this Chapter.

### **Additional City Review of Applications of Telecommunications Retailers**

- 1) Pursuant to Section 4 of the Telephone Company Act, 220 ILCS 65/4, a telecommunications retailer shall notify the City that it intends to commence work governed by Article I of this Chapter for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the City not less than ten (10) days prior to the commencement of work requiring no excavation and not less than thirty (30) days prior to the commencement of work requiring excavation. The City Director of Planning and Zoning shall specify the portion of the right-of-way upon which the facility may be placed, used and constructed.
- 2) In the event that the City Director of Planning and Zoning fails to provide such specification of location to the telecommunications retailer within either: (i) ten (10) days after service of notice to the City by the telecommunications retailer in the case of work not involving excavation for new construction, or (ii) twenty-five (25) days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under Article I of this Chapter.

- 3) Upon the provision of such specification by the City, where a permit is required for work pursuant to Section 20-1-4 of Article I of this Chapter, the telecommunications retailer shall submit to the City an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of Subsection (a) of this Section

**INSURANCE:**

**Required Coverages and Limits.** Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility or infrastructure in the right-of-way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the City, and its elected and appointed officers, officials, agents, lawyers, and employees as additional insureds on the policies listed in paragraphs 1 and 2 below:

- 1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as “X,” “C,” and “U” coverages) and products-completed operations coverage with limits not less than:
  - A) Five million dollars (\$5,000,000) for bodily injury or death to each person;
  - B) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
  - C) Five million dollars (\$5,000,000) for all other types of liability;
- 2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000) for personal injury and property damage for each accident;
- 3) Worker’s compensation with statutory limits; and
- 4) Employer’s liability insurance with limits of not less than one million dollars (\$1,000,000) per employee and per accident.

If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this Section.

**Excess or Umbrella Policies.** The coverages required by this Section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

**Copies Required.** The utility shall provide copies of any of the policies required by this Section to the City within ten (10) days following receipt of a written request therefor from the City.

**Maintenance and Renewal of Required Coverages.** The insurance policies required by this Section shall contain the following endorsement:

“It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City, by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Manager of such intent to cancel or not to renew.”

Within ten (10) days after receipt by the City of said notice, and in no event later than ten (10) days prior to said cancellation, the utility shall obtain and furnish to the City evidence of replacement insurance policies meeting the requirements of this Section.

**Self-Insurance.** A utility may self-insure all or a portion of the insurance coverage and limit requirements required by Subsection a) of this Section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under Subsection a), or the requirements of Subsections b), c) and d) of this Section. A utility that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial

ability to self-insure the insurance coverage and limit requirements required under Subsection a) of this Section, such as evidence that the utility is a “private self-insurer” under the Workers Compensation Act.

**Effect of Insurance and Self-Insurance on Utility’s Liability.** The legal liability of the utility to the City and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this Section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

**Insurance Companies.** All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois.

**SECURITY FUND:**

Purpose. The permittee shall establish a Security Fund in a form and in an amount as set forth in this Section. The Security Fund shall be continuously maintained in accordance with this Section at the permittee’s sole cost and expense until the completion of the work authorized under the permit. The Security Fund shall serve as security for:

- 1) The faithful performance by the permittee of all the requirements of Article I of this Chapter;
- 2) Any expenditure, damage, or loss incurred by the City occasioned by the permittee’s failure to comply with any codes, rules, regulations, orders, permits and other directives of the City issued pursuant to Article I of this Chapter; and
- 3) The payment by permittee of all liens and all damages, claims, costs, or expenses that the City may pay or incur by reason of any action or non-performance by permittee in violation of Article I of this Chapter including, without limitation, any damage to public property or restoration work the permittee is required by Article I of this Chapter to perform that the City must perform itself or have completed as a consequence solely of the permittee’s failure to perform or complete, and all other payments due the City from the permittee pursuant to Article I of this Chapter or any other applicable law.

**Amount.** The dollar amount of the Security Fund shall be sufficient to provide for the estimated cost to restore the right-of-way to at least as good a condition as that existing prior to the construction under the permit, as determined by City Director of Planning and Zoning, and may also include related costs that the City estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities or infrastructure proposed under the permit will be performed in phases in multiple locations in the City, with each phase consisting of construction of facilities or infrastructure in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the City Director of Planning and Zoning may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the Security Fund for phased construction shall be equal to the greatest amount that would have been required under the provisions of this Subsection (c) for any single phase.

**Withdrawals.** The City, upon fourteen (14) days’ advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this Subsection, may withdraw an amount from the Security Fund, provided that the permittee has not reimbursed the City for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

- 1) Fails to make any payment required to be made by the permittee hereunder;
- 2) Fails to pay any liens relating to the facilities that are due and unpaid;
- 3) Fails to reimburse the City for any damages, claims, costs or expenses which the City has been compelled to pay or incur by reason of any action or non-performance by the permittee; or
- 4) Fails to comply with any provision of Article I of this Chapter that the City determines can be remedied by an expenditure of an amount in the Security Fund.



**Closing and Return of Security Fund.** Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the Security Fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the City for failure by the permittee to comply with any provisions of Article I of this Chapter or other applicable law. In the event of any revocation of the permit, the Security Fund, and any and all accrued interest therein, shall become the property of the City to the extent necessary to cover any reasonable costs, loss or damage incurred by the City as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

Date Applicant's written notice of project completion, request for final inspection and return of Security Fund was received: \_\_\_\_\_

Date of final inspection approval: \_\_\_\_\_

Amount of Security Fund returned to Applicant: \_\_\_\_\_

Signature of City of Highland Representative approving the return of Security Fund: \_\_\_\_\_

Date return of Security Fund is approved for processing: \_\_\_\_\_

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_