

**RESOLUTION 2020-019**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A PERMIT AGREEMENT WITH LEVEL 3 COMMUNICATIONS FOR PLACEMENT OF FIBER OPTIC UTILITIES IN THE PUBLIC RIGHT-OF-WAY**

**WHEREAS**, the VILLAGE OF VERNON HILLS, Lake County, Illinois (the “Village”) is a home rule municipality, pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, the Village desires to enter into the “PERMIT AGREEMENT FOR USE OF RIGHT-OF-WAY LOCATED IN VERNON HILLS, ILLINOIS FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND FIBER OPTIC CABLES” with Level 3 Communications, an Illinois corporation (“Level 3”), attached hereto as Exhibit “A” (the “Agreement”); and

**WHEREAS**, the Village is authorized to enter into the Agreement pursuant to its home rule authority, and the President and the Board of Trustees find that entering into the attached Agreement is in the best interests of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:**

**SECTION 1: Incorporation.** That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2: Approval and Execution.** That the President and Board of Trustees of the Village authorize the execution of, and approve entering into, the Agreement, and authorize and direct the Village President and the Village Clerk, or their designees, to execute and deliver the Agreement, along with all other instruments and documents that are necessary to fulfill the Village’s obligations under the Agreement. The President and Board of Trustees of the Village authorize and direct the Village staff to take all actions that are necessary to comply with all of the applicable obligations of the Village under the Agreement.

**SECTION 3: Severability.** That if any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION 4: Repeal.** That all resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.

**SECTION 5: Effectiveness.** That this Resolution shall be in full force and effect upon its adoption and approval according to law.

Dated this 21<sup>st</sup> day of July, 2020

Adopted by roll call vote as follows:

AYES: 5 – Schultz, Oppenheim, Brown, Koch, Marquardt

NAYS: 0 - None

ABSENT AND NOT VOTING: - 2 Byrne, Takaoka

Adopted this 21<sup>st</sup> day of July, 2020, by the President and Board of Trustees of the Village of Vernon Hills, Illinois.

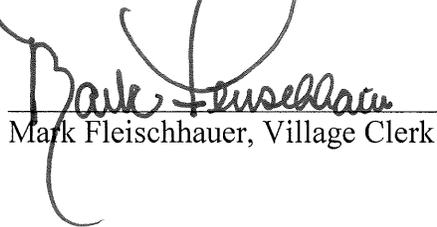


Thomas A. Koch, Village President Pro Tem

PASSED: 07/21/2020

APPROVED: 07/21/2020

ATTEST: 07/21/2020



Mark Fleischhauer, Village Clerk

**EXHIBIT A**

**PERMIT AGREEMENT FOR USE OF RIGHT-OF-WAY LOCATED IN VERNON  
HILLS, ILLINOIS FOR THE INSTALLATION AND MAINTENANCE OF  
UNDERGROUND FIBER OPTIC CABLES**

# PERMIT AGREEMENT

## PERMIT AGREEMENT FOR USE OF RIGHT-OF-WAY LOCATED IN VERNON HILLS, ILLINOIS FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND FIBER OPTIC CABLES

This Permit Agreement (“Agreement”) is entered into this 21st day of July, 2020, by and between Level 3 Communications, a Century Link Company, 1305 E. Algonquin Road, Arlington Heights, Illinois 60005 and its affiliates, (hereinafter “PERMITEE”) duly authorized to conduct business in the State of Illinois, and the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, Illinois, 60061, an Illinois municipal corporation (hereinafter “VILLAGE”)

### RECITALS:

**WHEREAS**, the VILLAGE is authorized to grant, renew and revoke permits for the use of the public right-of-way (“ROW”) for the installation, operation and maintenance of underground utilities within its municipal boundaries; and

**WHEREAS**, PERMITEE desires to utilize a portion of the ROW, such right-of-way more specifically shown on the map attached hereto as **Exhibit “A”**, and made a part hereof, for the limited purpose of installation and maintenance of underground conduit and fiber optic cables (the “System”) underneath the ROW, subject to the provisions of this PERMIT Agreement; and

**WHEREAS**, the VILLAGE has the authority to enter into this PERMIT Agreement pursuant to its lawful, municipal authority and the powers granted it by Article VII, Section 10(a) of the Illinois Constitution of 1970, and finds that entering into this Agreement is in the best interests of the Village of Vernon Hills, its residents, and the public; and

**WHEREAS**, PERMITEE is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken by virtue of the signature authorization attached hereto as **Exhibit “B”**, and made a part hereof.

**NOW THEREFORE**, in consideration of the mutual covenants agreed to, and the monetary payments provided herein, the VILLAGE and PERMITEE agree as follows:

1. **PREAMBLES INCORPORATED:** The statements set forth in the preamble to this Agreement are incorporated into this Agreement as if set forth herein in full.
2. **PERMIT CREATED:** For and in consideration of the mutual covenants and monetary payments set forth herein, the VILLAGE grants a revocable PERMIT to the PERMITEE for use of the ROW, to install, operate, and maintain the System, subject to the provisions of this Agreement.

3. **TITLE, BOUNDARIES AND CONDITIONS OF ROW:** It is understood and agreed that the VILLAGE makes no representations with respect to the condition of the title or boundaries of the ROW, and, accordingly, the VILLAGE shall not be held liable for any damages or liabilities resulting from any actions, legal or otherwise, that arise because of any adverse claims concerning title or boundary of the ROW. Further, the VILLAGE makes no guarantees or assurances regarding the condition of any other improvements or soils in the ROW. PERMITEE assumes all risks associated with the placement, operation and maintenance of the ROW and the suitability of the ROW for its System.

4. **SCOPE OF AGREEMENT:**

- a. This Agreement shall permit the PERMITEE to temporarily utilize the ROW for the installation, operation and maintenance of the System. Nothing contained in this Agreement shall be construed to permit the PERMITEE to use any other property within the control of the VILLAGE unless expressly agreed to in writing by the VILLAGE.
- b. Attached hereto as **Exhibit "C"** and incorporated herein are plans indicating the location of the System and its related facilities proposed by the PERMITEE pursuant to this Agreement.
- c. The Permit is limited to the construction of the System as described in **Exhibit "C"**. Nothing herein shall be deemed to authorize construction of telecommunications facilities beyond the scope of the System as described in **Exhibit "C"**. The foregoing provisions of this Section notwithstanding, the Director of Public Works shall be permitted to approve in writing appropriate field changes requested by the PERMITEE in the plans and specifications approved as **Exhibit "C"**, without requiring an amendment to the Permit or this Agreement. The Director of Public Works shall approve or deny requests by the PERMITEE for field changes within three (3) business days after the PERMITEE provides all information and/or documentation reasonably requested by the Director of Public Works, and the Director of Public Work's approval shall not be unreasonable withheld or delayed.

5. **PERMIT REQUIRED:**

- a. The PERMITEE shall not perform any work on or in, or construct any facility or part of its System on, over, above, along, upon, under, across or within the ROW prior to obtaining the necessary permits from the VILLAGE, including, but not limited to, any permits, registration certificates, and/or Permits required by Appendix B, Article III of the Vernon Hills Code of Ordinances and any other permission or approval required by a governmental entity with jurisdiction over the System or the ROW.

- b. The PERMITEE shall have the sole responsibility for the maintenance, repair, and security of its equipment, personal property, and improvements related to the System, and shall keep the same in good repair and condition during the term of this Agreement.
  - c. PERMITEE will submit a written construction schedule to the VILLAGE Engineer ten (10) working days before commencing any work in the ROW. The PERMITEE shall further notify the VILLAGE Engineer not less than two (2) working days in advance of any excavation or work in the public ways.
  - d. PERMITEE agrees to pay the construction permit and inspection costs set forth in Appendix B, Article III, Section 1.04 and 1.05 of the Village Code, as amended.
6. **PERMIT FEE:** The PERMITEE shall pay to the Village a fee of two thousand five hundred dollars (\$2,500) per phase. This fee is to reimburse the Village for regulatory and administrative costs with respect to the construction of the System, which costs the Village represents have been or will be incurred, and is not deemed to be compensation for use of the public-rights-of-way.

7. **INSURANCE:**

- a. Required coverage and limits: The PERMITEE shall secure and maintain the following minimum levels of insurance coverage insuring the PERMITEE as named insured and the VILLAGE, and shall specifically name *"the Village of Vernon Hills, Mayor and Board of Trustees, its officers, its elected and appointed officers, agents, employees, assigns, successors, PERMITEEs, invitees, volunteers or other persons or property standing in the interest of the Village"*, as additional insureds on the policies listed below:
  - i. 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: Five million dollars (\$5,000,000) for bodily injury or death to each person and for property damage resulting from any one incident.
  - ii. Five million dollars (\$5,000,000) for all other types of liability.
  - iii. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of three million dollars (\$1,000,000) for personal injury and property damage for each accident;

- iv. Worker's compensation with statutory limits; and
- v. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per employee per accident.

If the PERMITEE is not providing such insurance to protect the contractors or subcontractors performing any work under this Agreement, then it shall require its contractors and subcontractors to comply with the insurance requirements of this Agreement and must include said requirements in its contracts with all contractors and subcontractors.

- b. Excess or Umbrella Policies: The coverages required herein 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 coverage becomes effective to cover such loss.
- c. Copies Required: Prior to commencing any work hereunder, and at all times thereafter during the term of this Agreement, the PERMITEE shall keep current copies of certificates evidencing the foregoing coverages required by this Agreement on file with the Village, and provide a copy of any certificate within ten (10) days of receipt of a written request from the VILLAGE.
- d. Maintenance and Renewal of Required Coverages: All coverage herein shall be primary insurance as to the Village, to the extent of PERMITEE's obligations hereunder. Further, the insurance policies required by this Agreement shall contain the following endorsement:

"It is hereby understood and agreed that written notice will be provided to the Village forty-five (45) days prior to any termination or cancellation of any coverage(s)."

In addition, PERMITEE must notify the VILLAGE within five (5) business days of receiving notice of cancellation or notice of non-renewal from its insurer. If such notice of cancellation or non-renewal is received by PERMITEE, PERMITEE shall obtain and furnish to the VILLAGE evidence of replacement insurance policies meeting the requirements of this Agreement no later than ten (10) days prior to cancellation or non-renewal.

- e. Self-Insurance: The PERMITEE may self-insure all or a portion of the insurance coverage and limit requirements of this Agreement. If the PERMITEE elects to self-insure, it shall provide the VILLAGE evidence sufficient to demonstrate its financial ability to self-insure the coverage and limit requirements of this Agreement.
  - f. Effect of Insurance and Self-Insurance on PERMITEE'S Liability: The legal liability to the VILLAGE or any person for any of the matters that are the subject of the insurance policies or self-insurance required by this Agreement shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
  - g. Insurance Companies: All insurance provided pursuant to this Agreement shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size of "VII" or higher by A.M. Best Company.
8. **INDEMNITY/HOLD HARMLESS**: To the fullest extent permitted under Illinois law, PERMITEE agrees to defend, indemnify, protect, save and hold forever harmless, at PERMITEE'S own cost and expense, the VILLAGE and/or its officers, appointed and elected officials, Mayor and Board of Trustees, employees, agents, successors, PERMITEEs, invitees, volunteers from and against any and all injuries, liabilities, claims, damages, penalties, losses, causes of action, costs and expenses, including reasonable attorney's fees and costs of suit or defense, on account of any negligent act or omission, or willful misconduct of PERMITEE, its affiliates, officers, employees, agents, contractors or subcontractors arising out of or occurring in connection with the PERMITEE'S use of the ROW in its performance of the installation, construction, operation, maintenance, or repair or removal of the System, except to the extent caused by the negligence or willful misconduct of the VILLAGE.

It is further understood and agreed that the VILLAGE shall not be liable for any damages or injuries to any person or property arising from, growing out of, or incident to the construction, installation, operation and/or maintenance of the System for which this PERMIT is issued, except if such damages or injury are the result of VILLAGE'S own negligence or willful misconduct.

To the fullest extent permitted under Illinois law, the Village agrees to defend, indemnify, protect, save and hold forever harmless, at the Village's own cost and expense, the PERMITEE and/or its officers, directors, employees, agents, successors, and assigns from and against all injuries, liabilities, damages, penalties, losses, causes of action, costs and expenses, including reasonable attorney's fees and costs of suit or defense, on account of any negligent act or willful misconduct of the Village, its officers, appointed and elected

officials, Mayor and Board of Trustees, employees, agents, successors, or volunteers arising out of or occurring in connection with the Village's performance of Sections 7 and 12 of this Agreement, except to the extent caused by the negligence or willful misconduct of the PERMITEE. This indemnification provided by the VILLAGE shall not act as a waiver to any immunity or defense available to an Illinois municipal corporation under the Local Governmental and Governmental Employees Tort Immunity Act 745 ILCS 10/1-101 *et seq.*

8. **CONSTRUCTION AND PERFORMANCE BOND:**

PERMITEE or its contractor shall provide and deposit with the VILLAGE a performance bond written by a corporate surety acceptable to the VILLAGE equal to at least 115% of the estimated cost (as reviewed and approved by the Village Engineer) of installing PERMITEE's System within the public ways of the VILLAGE before construction and installation of the System is commenced, or fifty-thousand dollars (\$50,000.00), whichever is greater. The construction bond shall remain in force until sixty (60) days after final completion of the work, as solely determined by the VILLAGE Engineer, including restoration of the ROW and other property affected by the construction. The construction bond shall guarantee, to the satisfaction of the VILLAGE:

- a. Timely completion of installation.
- b. Installation in compliance with applicable plans, permits, technical codes and standards.
- c. Proper location of the System as specified by the VILLAGE.
- d. Restoration of the ROW and other property affected by the construction.
- e. The submission of as-built drawings after completion of the installation as required by the Code.
- f. Timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the installation of the System.

9. **GENERAL CONSTRUCTION STANDARDS AND METHODS:**

a. The PERMITEE agrees to perform all construction in the ROW in accordance with all applicable ordinances, codes, laws rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in Appendix B, Article III of the Code, as amended.

b. Interpretation of Municipal Standards and Principles: If a discrepancy exists between or among differing principles and standards required by this Agreement, the Village Engineer shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the Village

Engineer shall state which standard or principle will apply to the construction, maintenance, or operation of the System in the future.

c. PERMITEE agrees to notify the VILLAGE at least ten days prior to beginning any construction in the ROW, except in case of an emergency.

d. Upon the completion of the construction and prior to the release of any security or insurance certificate, the PERMITEE shall provide the VILLAGE with as-built drawings depicting the actual locations and sizes of all improvements within 30 days of the installation of the improvements. PERMITEE shall participate in the Joint Utility Locating Information for Excavators utility notification program with respect to any of PERMITEE'S facilities in the rights-of-way.

10. **GOVERNMENTAL REGULATIONS:** In its use of the ROW and any work to be performed thereon, PERMITEE shall comply with all applicable laws, ordinances, regulations and requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the VILLAGE Municipal Code. In connection therewith, PERMITEE certifies as follows:

- a. That any work to be performed on the ROW shall be in a good and workmanlike manner and in accordance with all applicable federal, State, and county laws and regulations and the VILLAGE codes, ordinances, and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- b. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
- c. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).
- d. That it shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights.
- e. That it shall comply with the Americans with Disabilities Act and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
- f. That it shall comply with all applicable federal and State laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

11. **MAP OF SYSTEM:** The PERMITEE agrees that it shall provide the VILLAGE with an accurate map "as built" certifying the location of the System within the ROW within ten (10) days of completion of construction of the System. The map "as built" shall strictly comply with the plans approved by the VILLAGE for location of the System. The PERMITEE agrees that it shall update said map or maps on an annual basis.
12. **LOCATION OF SYSTEM:** The System shall be placed only in such locations as authorized by the VILLAGE. The System will not be placed in any location where it will require the relocation or displacement of any of the VILLAGE's utility facilities or will otherwise interfere with the operation or maintenance of any of the VILLAGE's utility facilities. The System will be placed so as to cause the least amount of possible impact upon and interference with the rights and convenience of other utility facilities located within the ROW or adjoining property owners. No part of the System may be placed in any location that interferes with usual travel on the ROW or in any location that limits visibility of or by users of the ROW.
13. **DAMAGE TO SYSTEM:** Unless directly and proximately caused by the malicious acts of the VILLAGE, the VILLAGE shall not be liable for any damage to or loss of any telecommunications facility or the System within the public ways of the VILLAGE as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the public ways by or on behalf of the VILLAGE.
14. **LOCATION OF EXISTING FACILITIES:** PERMITEE shall contact J.U.L.I.E. and ascertain the presence and location of existing aboveground and underground facilities within the ROW to be occupied by its System. The VILLAGE will make its permit records available to the PERMITEE for the purpose of identifying possible facilities. When notified of an excavation or when requested by the VILLAGE or by J.U.L.I.E., the PERMITEE shall locate and physically mark its System's underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 *et seq.*)
15. **SITE INSPECTION FOR UTILITIES:** PERMITEE acknowledges that it has inspected the ROW for transmission of oil, gas, utilities, etc. by other persons across, under or on said ROW, and accepts the ROW in "As Is, Where Is" condition, including any environmental conditions, with no representation or warranty as to prior or existing use or condition of said ROW or the suitability of the ROW for PERMITEE's intended use.
16. **DUTY TO PROVIDE INFORMATION:** The PERMITEE agrees that within ten (10) days of a written request from the VILLAGE Administrator, the PERMITEE shall furnish the VILLAGE with information sufficient to demonstrate that:

- a. The PERMITEE has complied with the provisions of this Agreement and all applicable requirements of the VILLAGE of Code;
- b. All books, records, maps and other documents, maintained by the PERMITEE with respect to the System within the ROW shall be made available for inspection by the VILLAGE at reasonable times and intervals.

17. **REMOVAL, RELOCATION, OR MODIFICATION OF THE SYSTEM:** With respect to the removal, relocation, or modification of the System, the PERMITEE agrees to the following:

- a. **Notice:** If the VILLAGE determines that the ROW is required for public purposes incompatible with this Agreement, including the Village's installation of a trail system and/ or storm sewer facility and such incompatibility may require PERMITEE to remove, relocate or rearrange the PERMITEE's facilities, then VILLAGE shall provide written notice to PERMITEE of such fact and PERMITEE shall, within ninety days (90) of receipt of written notice from the VILLAGE (except in cases of a public emergency and unless delayed by Force Majeure or unless another time period is agreed to by the parties), take the necessary actions to effect such change in position or location of the System at PERMITEE's sole cost, except as provided by law where a third party may be responsible for the cost of such relocation, including, but not limited to situations of eminent domain, airport improvement, urban renewal, and/or public transportation projects.
- b. **Removal of Unauthorized Facilities:** Within one hundred eighty days (180) days following written notice from the VILLAGE, the PERMITEE shall, at its own expense, remove all or any unauthorized facilities or appurtenances from the ROW and restore the ROW to its original condition to the satisfaction of the VILLAGE. In addition to the above, a facility is unauthorized and subject to removal in the following circumstances:
  - i. If the facility was constructed or installed without prior issuance of a required permit; or
  - ii. If the facility was constructed or installed at a location not permitted by PERMITEE'S PERMIT created by this Agreement.
- c. **Emergency Removal or Relocation of Facilities:** The VILLAGE retains the right and privilege to cut or move any facilities that are a part of the System located within the ROW, as the VILLAGE may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the VILLAGE shall attempt to notify the PERMITEE prior to cutting or removing a facility and shall notify the PERMITEE after cutting or removing a facility.

- d. Abandonment of Facilities: Upon abandonment of a facility that is part of the System within the ROW, the PERMITEE shall notify the VILLAGE within ninety (90) days of such abandonment. Following receipt of such notice the VILLAGE may direct the PERMITEE to remove all or any portion of the facility if the Director of Public Works determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the VILLAGE does not direct the PERMITEE to remove the abandoned facility the PERMITEE shall be deemed to consent to the alteration or removal of all or any portion of the facility as a result of providing a notice of abandonment on the VILLAGE and shall be liable to the VILLAGE for the cost thereof.
18. RESTORATION OF ROW: The PERMITEE agrees that it shall remove all excess material and restore all turf and terrain and other property within ten (10) days after any portion of the ROW is disturbed, damaged or destroyed due to construction or maintenance on the System by the PERMITEE, all to the satisfaction of the VILLAGE.
19. MAINTENANCE AND EMERGENCY MAINTENANCE: The PERMITEE agrees that it shall maintain the System in a good and safe condition in a manner that complies with all applicable federal, state and local regulations and at the PERMITEE'S expense.
20. ENVIRONMENTAL STANDARDS: The PERMITEE agrees that it shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROW in any manner without the prior written approval of the VILLAGE. The PERMITEE agrees that it shall take all reasonable steps to assure that PERMITEE does not release any regulated material in violation of any state or federal environmental law on the ROW. The PERMITEE, at its sole expense, shall remediate, remove, cleanup, or abate in accordance with state or federal law, or the directives of any regulatory agency, a release of regulated material in violation of state or federal law occurring on the ROW, to the extent that such release was caused by the PERMITEE. In the event of a release of regulated material in violation of state or federal law on the ROW by the PERMITEE, or any claim or cause of action brought against the VILLAGE regarding such release, the indemnification provision at paragraph 8 of this Agreement shall apply.
21. TRAFFIC CONTROL: PERMITEE shall comply with the VILLAGE'S requirements for traffic protection, which are contained in IDOT's Illinois Manual on Uniform Traffic Control Devices and the Code. PERMITEE shall submit a traffic control plan with its permit application. All construction work shall be phased so that there is minimal interference with pedestrian and vehicular traffic. If PERMITEE will be doing any work that will partially or completely block access to any residence, business or institution, PERMITEE shall provide written notification to the resident, business or institution of the approximate time period when the access will be blocked and provide contact information for the

resident, business or institution to obtain additional information. PERMITEE shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the PERMITEE's attention by the VILLAGE.

22. **COMPLIANCE WITH CODE:** The PERMITEE agrees to comply with all applicable terms, conditions, and requirements of the Village Code including, but not limited to Appendix B, Article III entitled "Construction of Utility Facilities in the Right of Way", as amended.
23. **NOTICE:** All notices required by this Agreement shall be sent to the following addresses:

For the VILLAGE:

VILLAGE Manager  
Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, Illinois 60061

For the PERMITEE:

\_\_\_\_\_  
[address]

With a copy to:

VILLAGE Attorney  
Klein, Thorpe & Jenkins, Ltd.  
Suite 1660  
20 N. Wacker Drive  
Chicago, Illinois, 60606

24. **AMENDMENTS:** This Agreement sets forth all agreements between the parties and supersedes all previous agreements between the parties regarding the ROW. No change, modification, or amendment to this Agreement shall be valid and binding unless set forth in writing and signed by all parties.
25. **CONTROLLING LAW AND VENUE:** This Agreement, and all questions of interpretation, construction and enforcement thereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Lake County, Illinois, and the parties consent to in personam jurisdiction of said Court for any such action or proceeding.
26. **APPLICABILITY AND SEVERABILITY:** The parties mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each provision shall be interpreted as it reasonably pertains to the

ROW. If any provision of this Agreement should be found illegal, invalid, or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

27. **NO WAIVER**: Failure of either party to give timely notice insisting upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein shall not constitute or otherwise be construed as a waiver or relinquishment of that party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.
  
28. **DEFAULT**: If a party to this Agreement breaches or is in default of any of the provisions of this Agreement, and the non-breaching party files suit as a result thereof, the non-breaching party shall be entitled to recover all reasonable costs of filing suit, including reasonable attorney fees.
  
29. **AGREEMENT NON-EXCLUSIVE**: This Agreement does not grant the PERMITEE exclusive rights of use or enjoyment of any municipal right-of-way. The PERMITEE shall respect the rights and property of the Village and other authorized users of streets, sidewalks, easements, power poles, street light poles, vaults, conduits and rights-of-way, and property owners. Nothing contained in this Agreement shall prohibit the VILLAGE from entering into an agreement with any other entity similar regarding use of the ROW. The PERMIT created by this Agreement is not intended to limit or modify any agreement, franchise, PERMIT, or permit previously granted by the VILLAGE to any other occupant of the ROW. Therefore, the PERMITEE, recognizing the prior rights of other entities, shall exercise the rights granted under this Agreement in such a manner as not to unreasonably interfere with the prior or future rights of other entities to the ROW. The Village reserves the right of ingress, egress and usage of the ROW and the right to grant leases, Permits, permits, or rights-of-way in and to the ROW to the extent they are not incompatible with and do not interfere with the rights or uses granted herein.
  
30. **AUTHORIZED REPRESENTATIVES**: The officers of the PERMITEE executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of PERMITEE. The Village President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the VILLAGE Board of the VILLAGE of Vernon Hills to execute this Agreement.
  
31. **EXHIBITS**: PERMITEE shall be responsible for the creation and/or provision of the following. True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

EXHIBIT "A" – Map Depicting the ROW Property

- EXHIBIT "B" – Signature Authorization
- EXHIBIT "C" – copy of plans indicating the location  
of the System and its related facilities proposed
- EXHIBIT "D" – copy of Code of Ordinances, Appendix B, Article III

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**LICENSOR:  
VILLAGE OF VERNON HILLS**

By:   
Village President

**ATTEST:**  
By:   
Village Clerk

Date: 8/12/20

**PERMITEE:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

[Attach Map Depicting the Right-Of-Way Property ("ROW") Impacted]



## EXHIBIT B

### SIGNATURE AUTHORIZATION

As an official agent of \_\_\_\_\_, I certify  
that

(Lessee or PERMITEE - Company / Corporation / Municipality)

\_\_\_\_\_ is an authorized representative of said organization  
and  
(Name of executive or official who will sign this Agreement)

is legally empowered to act on its behalf in executing this Agreement.

Signed: \_\_\_\_\_  
(Person affirming signature authority of above official; must not be the same individual)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT C**

[Attach Copy of Plans Indicating the Location  
of The System and its Related Facilities Proposed]

April 15, 2020

Village of Vernon Hills  
490 Greenleaf Dr.  
Vernon Hills, IL 60061  
Attn: Engineering Division

RE: L3-DB-200 (19-1524)

This is a permit request for the proposed underground work on behalf of Level 3 Communications, a CenturyLink Company in the Village of Vernon Hills. This project comes as an effort by Level 3 Communications, a CenturyLink company is expanding its existing underground infrastructure.  
Please see below for details on the proposed project:

Owner: Level 3 Communications, a CenturyLink Company  
1305 East Algonquin Rd. Arlington Heights, IL 60005  
Leanne Rodgers – OSP Engineer  
224-242-4517 / [leanne.rodgers@centurylink.com](mailto:leanne.rodgers@centurylink.com)

Location: IL-21/ N Milwaukee Ave and Executive Way (544 Lakeview Pkwy)

Description: Proposed underground installation of 23 LF of 1-4" PVC conduit, 3456 LF of 1-1.25" HDPE Plenum innerduct, 1349 LF of 1-1" HDPE Plenum innerduct, and two (2) 36"x60"x36" handholes via directional bore and open cut trench.

Contractor: Turnkey Network Solutions

Should you need anything further please contact me directly via email @ [asacco@hbkengeering.com](mailto:asacco@hbkengeering.com) or by phone at (630) 230-3099.

Sincerely,

*Amanda Sacco*

Amanda Sacco  
Project Coordinator

APPLICATION FOR PERMIT

To: Engineering Division  
Steve Maslov  
490 Greenleaf Dr.  
Vernon Hills, IL 60061

Date: 4/15/2020  
Internal Ref # 19-1524 (L3-DB-200)  
Engineer HBK ENGINEERING CO.  
Permit # \_\_\_\_\_

Application is hereby made by Level 3 Communications, a CenturyLink Company for permission to perform work as described below:

**DESCRIPTION OF WORK:** Proposed underground installation of 23 LF of 1-4" PVC conduit, 3456 LF of 1-1.25" HDPE Plenum innerduct, 1349 LF of 1-1" HDPE Plenum innerduct, and two (2) 36"x60"x36" handholes via directional bore and open cut trench.

**REASON FOR WORK:** This project comes as an effort by Level 3 Communications, a CenturyLink company is expanding its existing underground infrastructure.

**LOCATIONS:** IL-21/ N Milwaukee Ave and Executive Way (544 Lakeview Pkwy)

**CONTRACTOR:** Turnkey Network Solutions / Chris Burge

**SKETCH SPACE:**

**SEE ATTACHED SKETCH**

**PERMIT GRANTED**

Signed: \_\_\_\_\_  
Date \_\_\_\_\_

Project Manager: Leanne Rodgers  
Phone: (224) 242-4517  
Address: CenturyLink FKA Level 3  
Communications  
1305 East Algonquin Rd.  
Arlington Heights, IL  
60005

<b>mail or e-mail permit to:</b>	<b>Amanda Sacco</b>
<b>E-mail:</b>	<b>asacco@hbkengineering.com</b>
<b>Phone:</b>	<b>630-230-3099</b>
<b>Address:</b>	<b>HBK Engineering</b> <b>616 Enterprise Dr.</b> <b>Oak Brook, IL 60523</b>

LAKE COUNTY  
VERNON HILLS, ILLINOIS

PROJECT MANAGER: BRYAN BAZIK



**PROPOSED FIBER OPTIC CONDUIT  
INSTALLATION - CONNECTION  
544 LAKEVIEW PKWY  
VERNON HILLS, ILLINOIS**

SITE LOCATION MAP



**PUBLIC UTILITY NOTE:**  
CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER AND WATER, ETC.) PRIOR TO COMMENCING ANY CONSTRUCTION.  
THESE COMPANIES WILL LOCATE ON THE GROUND THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.



NOTE:  
ONLY PRINTS WITH A REDDIB SHALL BE USED FOR CONSTRUCTION AND  
CONSIDERED OFFICIAL. OTHER PRINTS MAY BE USED FOR INFORMATION.

REV	DATE	DESCRIPTION	DESIGNER	DATE	SCALE
1	04/02/20	PRELIMINARY	JTP		
2					
3					
4					
5					

NOTES:

SHEETS	DESCRIPTION
1	TITLE & PROJECT LOCATION
2	GENERAL NOTES
3	LEGEND
4-7	PLAN AND PROFILE VIEW
8	STANDARD CONSTRUCTION DETAILS
9	INSTALLATION CONSTRUCTION DETAILS
10	CONNECTION CONSTRUCTION DETAILS
11	CONNECTION CONSTRUCTION DETAILS
12	CONNECTION CONSTRUCTION DETAILS
13	CONNECTION CONSTRUCTION DETAILS
14	CONNECTION CONSTRUCTION DETAILS
15	CONNECTION CONSTRUCTION DETAILS
16	CONNECTION CONSTRUCTION DETAILS
17	CONNECTION CONSTRUCTION DETAILS
18	CONNECTION CONSTRUCTION DETAILS
19	CONNECTION CONSTRUCTION DETAILS
20	CONNECTION CONSTRUCTION DETAILS

L3-DB-200

ENGINEER'S ESTIMATE OF MATERIALS	QTY	UNIT
20	LINEAR FEET OF 1-1/2" DIA CONDUIT	FT
20B	LINEAR FEET OF 1-1/2" DIA UNDERDUIT	FT
20C	LINEAR FEET OF 1-1/2" DIA UNDERDUIT	FT
2	3" DIA MANHOLE	EA
2	MANHOLE SANDSIE POSTS	EA

DRAWN BY: RL  
CHECKED BY: JTP  
APPROVED BY: JTP

**hbk**  
ENGINEERING  
921 WEST WALDEN STREET, SUITE 100  
CHICAGO, ILLINOIS 60607  
STATE OF ILLINOIS DEPARTMENT  
OF PROFESSIONAL REGULATION,  
LICENSE NO. 18-000308



NET BUILD ID: N561765  
SERIAL: L3-DB-200

SITE ADDRESS:  
544 LAKEVIEW PKWY  
VERNON HILLS, ILLINOIS

TITLE:  
FIBER OPTIC CONDUIT  
INSTALLATION - CONNECTION  
544 LAKEVIEW PKWY

PRODUCT NO: 19-1524

DATE: 04/02/2020

SCALE: N.T.S.

SHEET: 1 OF 19



REV	DATE	DESCRIPTION	ISSUED BY	DATE
1	04/22/20	DRG. REVIEW	RL	JTP
2				
3				
4				
5				

PROJECT MANAGER: BRYAN BAZIK

LEGEND

LEGEND

PROPOSED COMMUNICATION MANHOLE	EXISTING FLARED END SECTION	350
PROPOSED HANDHOLE	EXISTING M/R/D HANDHOLE	AN
PROPOSED DIRECTIONAL BORE	EXISTING UNICOM/THERMAL HANDHOLE	AH
PROPOSED TRENCHED CONDUIT	EXISTING GAS HANDHOLE	AT
PROPOSED BORE PIT	EXISTING GAS VALVE	C
EXISTING 360 NETWORKS HANDHOLE	EXISTING GAS CAP	CM
EXISTING ADESTA HANDHOLE	EXISTING ELECTRIC HANDHOLE	CO
EXISTING ADELPHIA HANDHOLE	EXISTING TRAFFIC HANDHOLE	FO
EXISTING AT&T LNS HANDHOLE	EXISTING TRAFFIC HANDHOLE	JB
EXISTING BROADBAND HANDHOLE	EXISTING MISCELLANEOUS HANDHOLE	KOL
EXISTING CATV HANDHOLE	EXISTING COMED HANDHOLE	L3
EXISTING COMCAST HANDHOLE	EXISTING CTA HANDHOLE	LG
EXISTING COMMUNICATIONS HANDHOLE	EXISTING PARK DISTRICT HANDHOLE	MCI
EXISTING ENRON HANDHOLE	EXISTING BICYCLE RACK	ML
EXISTING JOINT BUILD HANDHOLE	EXISTING BOLLARD/POST	NG
EXISTING KOL HANDHOLE	EXISTING COLUMN/SUPPORT	Q
EXISTING LEVEL(3) HANDHOLE	EXISTING CTA COLUMN FOUNDATION	RCN
EXISTING LOOKING GLASS HANDHOLE	EXISTING FIRE ALARM BOX	SBC
EXISTING M/CLEODUSA HANDHOLE	EXISTING FLAGPOLE	SD
EXISTING MFI/ABOVE NET HANDHOLE	EXISTING GARBAGE CAN	SN
EXISTING NEXTEL HANDHOLE	EXISTING MAILBOX	V
EXISTING NEXTG HANDHOLE	EXISTING MONITORING WELL	XO
EXISTING PNET HANDHOLE	EXISTING NEWS BOX	Y
EXISTING PRN HANDHOLE	EXISTING PAYBOX	ZY
EXISTING RCN HANDHOLE	EXISTING PARKING METER	ABANDONED CTA TRACKS/CONDUIT
EXISTING SBC HANDHOLE	EXISTING PHONE	EXISTING CROWN CASTLE
EXISTING SIDERA HANDHOLE	EXISTING PLANTER	EXISTING COMED
EXISTING SPRINT HANDHOLE	EXISTING TELEPHONE PEDESTAL	EXISTING CONSTRUCTION FENCE
EXISTING SUN SYSTEMS HANDHOLE	EXISTING TRAFFIC LIGHT	EXISTING ELECTRIC
EXISTING AT&T/SBC HANDHOLE	EXISTING STREET LIGHT	EXISTING FENCE
EXISTING XO HANDHOLE	EXISTING GROUND LIGHT	EXISTING GAS
EXISTING YPES HANDHOLE	EXISTING SPRINKLER CONTROL VALVE	EXISTING GAS (DEAD)
EXISTING ZAYO HANDHOLE	EXISTING SPRINKLER CONTROL VALVE BOX	EXISTING OVERHEAD ELECTRIC
EXISTING WATER VALVE	EXISTING STREET LIGHT CONTROL BOX	EXISTING OVERHEAD TELEPHONE
EXISTING WATER METER	EXISTING STREET SIGN	EXISTING RAILING
EXISTING WATER BUFFALO BOX	EXISTING RAILROAD SIGN/GATE	EXISTING SANITARY SEWER
EXISTING FIRE HYDRANT	EXISTING ELECTRIC BOX	EXISTING STORM SEWER
EXISTING FIRE CISTERN HANDHOLE	EXISTING TRAFFIC SIGNAL CONTROL BOX	EXISTING TELEPHONE
EXISTING SEWER HANDHOLE	EXISTING SHRUB	EXISTING UNICOM THERMAL
EXISTING CATCH BASIN	EXISTING TREE	EXISTING WATER
EXISTING INLET	EXISTING UTILITY POLE	EXISTING CONDUIT (OTHER)
EXISTING SEWER RISER	EXISTING SEWER VENT	RIGHT OF WAY

NOTES:

DRAWN BY: RL  
 CHECKED BY: JTP  
 APPROVED BY: JTP

**hbk**  
**ENGINEERING**  
 911 WEST HANBURN STREET, SUITE 100  
 CHICAGO, ILLINOIS 60607  
 STATES OF ILLINOIS DEPARTMENT  
 OF PROFESSIONAL REGULATION  
 LICENSE NO. 184-00336

**Level(3)**  
 COMMUNICATIONS  
 A CENTURION COMPANY

NET BLDG ID: NS51785  
 SCHEDULE: L3-DB-200

SITE ADDRESS: 544 LAKEVIEW PARKY  
 VERNON HILLS, ILLINOIS

TITLE: FIBER OPTIC CONDUIT  
 INSTALLATION - CONNECTION  
 544 LAKEVIEW PKWY

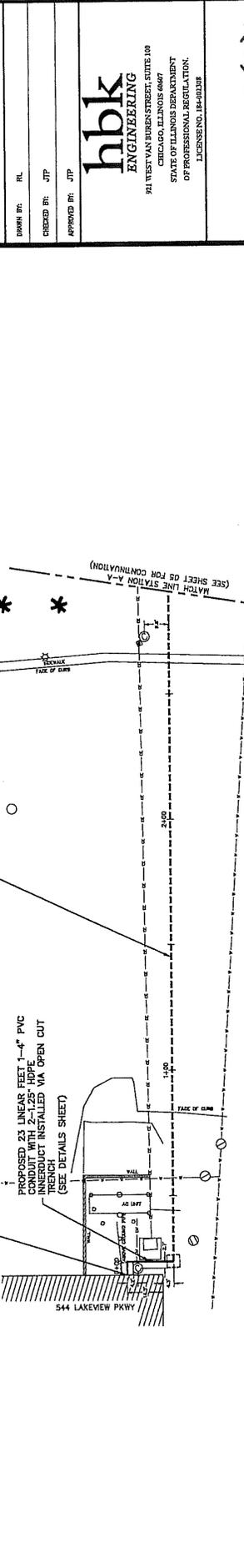
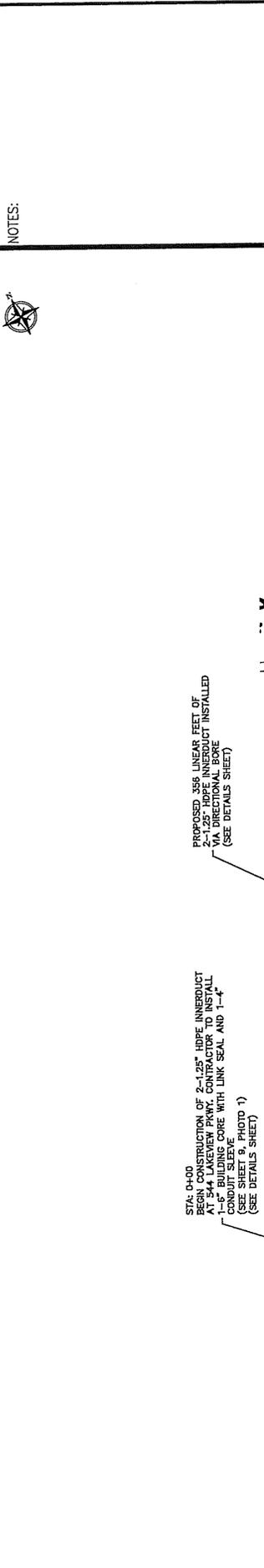
PRODUCT NO: 19-1524  
 CUC NO: N/A  
 DATE DRAWN: 04/02/2020  
 SCALE: N.T.S.  
 SHEET: 3 OF 10

REV	DATE	DESCRIPTION	DESIGNED BY
1	04/22/20	FOR RECORD	RL
2			RL
3			RL
4			RL
5			RL
6			RL

NOTES:

PROJECT MANAGER: BRYAN BAZIK

PROJECT PLAN VIEW



PROJECT PLAN VIEW  
SCALE 1"=20'

hbk  
ENGINEERING  
341 WEST VAN BUREN STREET, SUITE 100  
CHICAGO, ILLINOIS 60607  
STATE OF ILLINOIS DEPARTMENT  
OF PROFESSIONAL REGULATION  
LICENSE NO. 184-00138

**Level(3)**  
COMMUNICATIONS  
A CERCOR/LINK COMPANY

NET BLDG ID: NE51788  
SECTION: L3-DB-200  
SITE ADDRESS: 544 LAKEVIEW PARKY, VERNON HILLS, ILLINOIS  
TITLE: FIBER OPTIC CONDUIT INSTALLATION - CONNECTION 544 LAKEVIEW PARKY  
PROJECT NO: 19-1524  
SHEET: 4 OF 10  
DATE: 04/02/2020  
SCALE: N.T.S.

NOTES:  
1. THE CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNERS AND THE CITY OF VERNON HILLS TO OBTAIN NECESSARY PERMITS AND APPROVALS FOR THE WORK.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK.  
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK.  
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK.

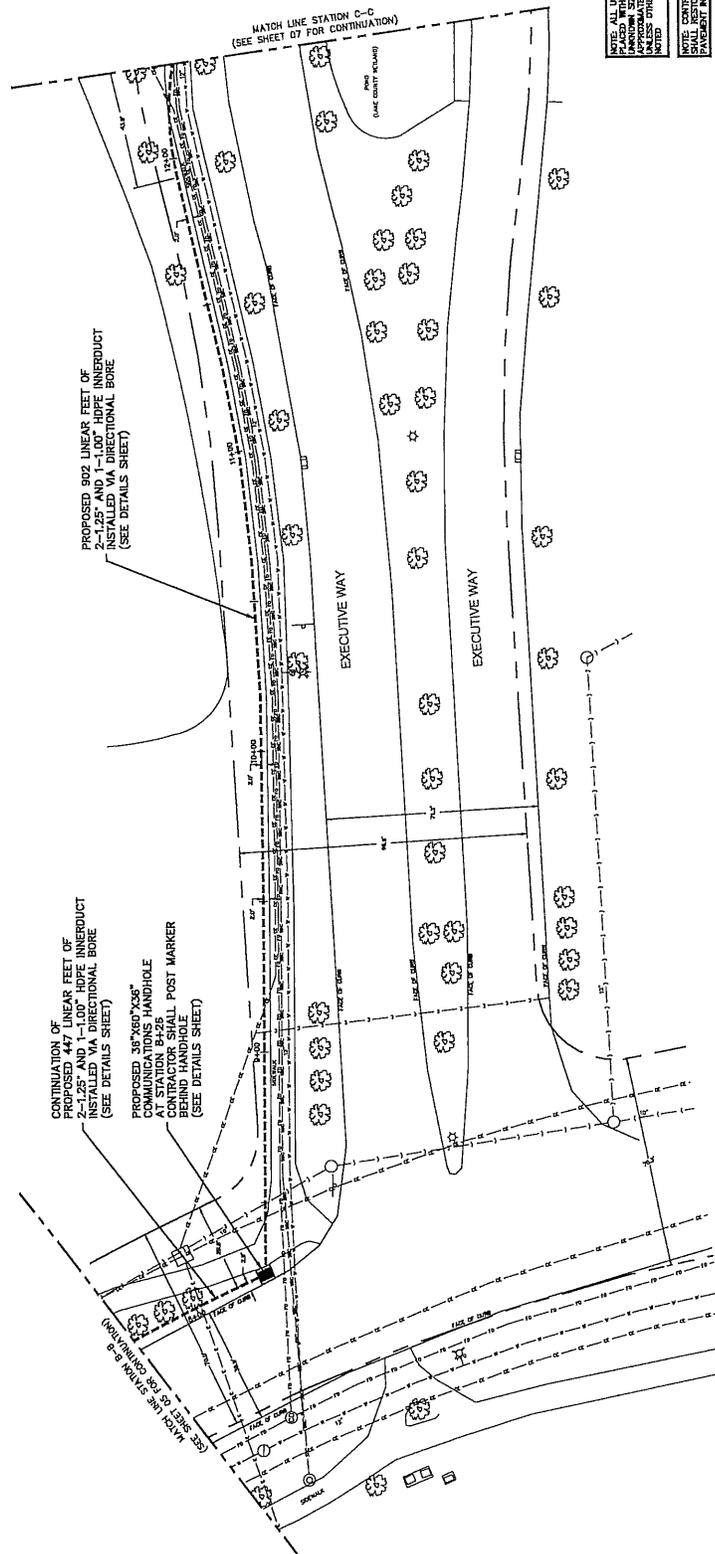


PROJECT PLAN VIEW

PROJECT MANAGER: BRYAN BAZIK

REV	DATE	DESCRIPTION	ISSUED BY
1	04/02/20	FOR REVIEW	ESL/JTB/JTD
2			
3			
4			

NOTES:



CONTINUATION OF PROPOSED 447 LINEAR FEET OF 2-1.25\"/>

PROPOSED 902 LINEAR FEET OF 2-1.25\"/>

PROPOSED 36\"/>

MATCH LINE STATION C-C (SEE SHEET 07 FOR CONTINUATION)

**hbk**  
**ENGINEERING**  
 831 WEST HANUBSEN STREET, SUITE 100  
 CHICAGO, ILLINOIS 60607  
 STATE OF ILLINOIS DEPARTMENT  
 OF PROFESSIONAL REGULATION  
 LICENSE NO. 14-00238

**Level(3)**  
 COMMUNICATIONS  
 A CENTURYLINK COMPANY

DRAWN BY: JTP  
 CHECKED BY: JTP  
 APPROVED BY: JTP

NET BUILD ID: NS51765  
 SCHEDULE: L3-DB-200

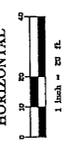
SITE ADDRESS: 544 LAKEVIEW PARKY  
 VERNON HILLS, ILLINOIS

TITLE: FIBER OPTIC CONDUIT  
 INSTALLATION - CONNECTION  
 544 LAKEVIEW PKWY

PROJECT NO: 19-1524  
 DATE: 04/02/2020  
 SHEET: 6 OF 10

- NOTE: ALL UTILITIES ARE PLACED WITH IN APPROXIMATE LOCATION UNLESS OTHERWISE NOTED
- NOTE: CONTRACTOR SHALL VERIFY PAVEMENT IN VOID.
- NOTE: THE CONTRACTOR SHALL RESURFACE UNPAVED AREAS IN VOID.
- NOTE: CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES NEAR EXISTING UTILITIES.
- LEGEND: SEE GENERAL NOTES ON SHEET 2
- POSSIBLE LOCATION OF BORE PIT CONTRIBUTE TO THIS SHEET.

HORIZONTAL



IF PERFORMED AT LATER SCALE IS 1\"/>

PROJECT PLAN VIEW  
 SCALE: 1\"/>

NOTE:  
 1. THE CONTRACTOR SHALL COORDINATE WITH ALL AGENCIES TO OBTAIN NECESSARY PERMITS AND APPROVALS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO COMMENCING WORK.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO COMMENCING WORK.



REV	DATE	DESCRIPTION	DATE	BY	CHKD
1	04/22/20	ISSUE FOR PERMIT		JTP	JTP
2					
3					
4					
5					

PROJECT MANAGER: BRYAN BAZIK

DATE DRAWN: 04/02/2020  
 SHEET: 8 OF 19  
 SCALE: N.T.S.

NET BLDG ID: NS51768  
 SECTION: L3-09-200  
 SITE ADDRESS: 544 LAKEVIEW PKWY, VERNON HILLS, ILLINOIS

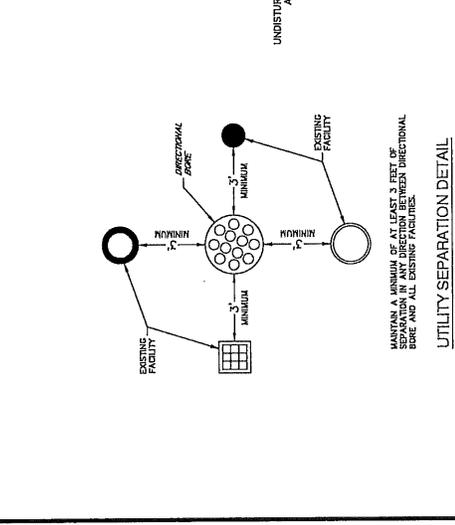
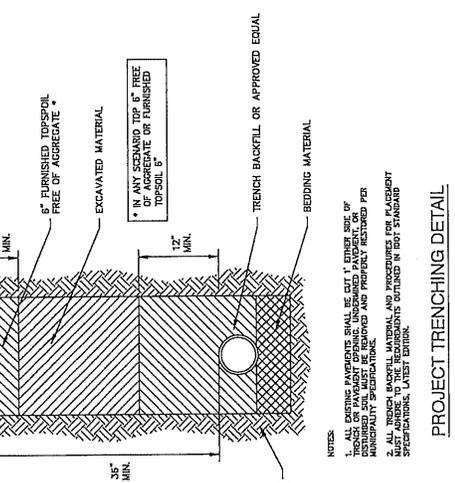
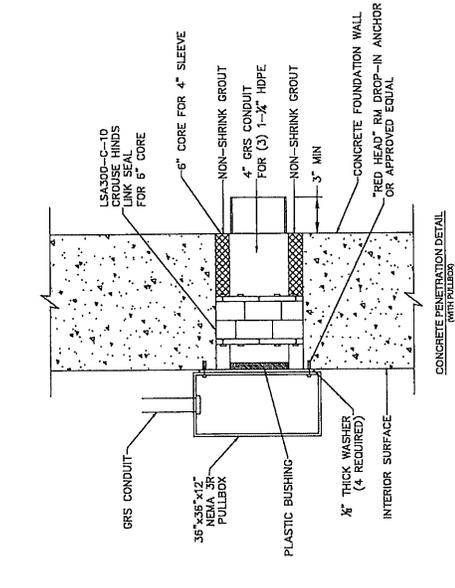
TITLE: FIBER OPTIC CONDUIT INSTALLATION - CONNECTION 544 LAKEVIEW PKWY

NOTES:

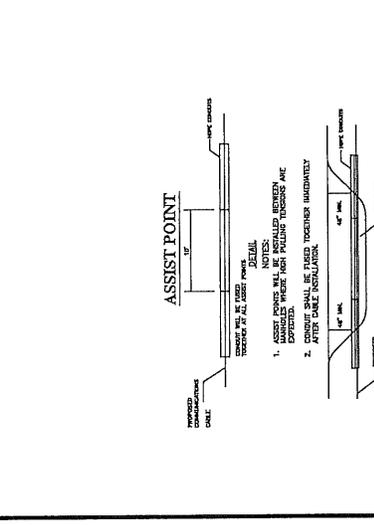
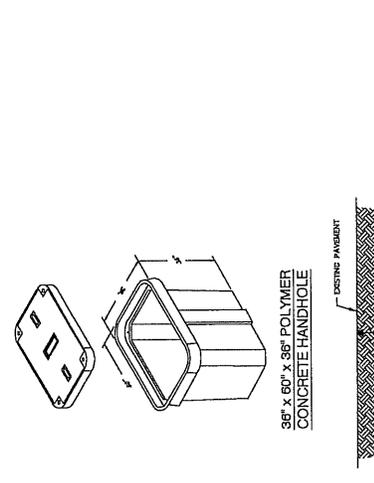
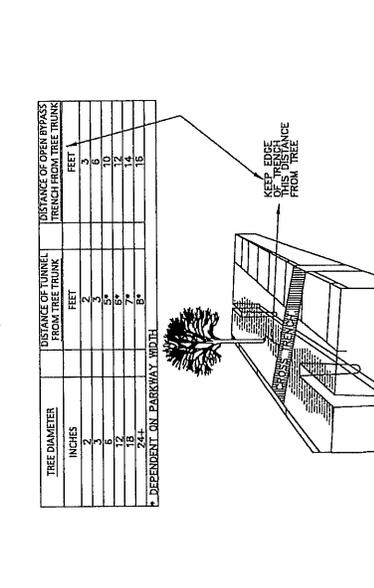
hbk ENGINEERING  
 821 WEST VAN BUREN STREET, SUITE 100  
 CHICAGO, ILLINOIS 60607  
 STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION  
 LICENSE NO. 184-00288

Level(3) COMMUNICATIONS A CENTURYLINK COMPANY

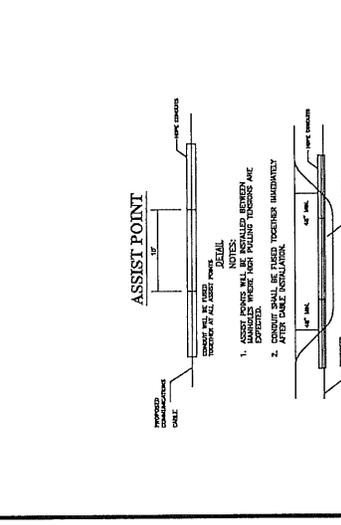
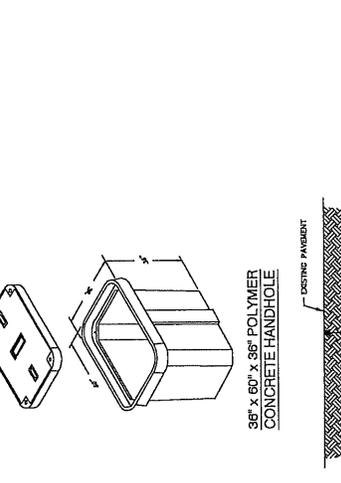
STANDARD CONSTRUCTION DETAILS



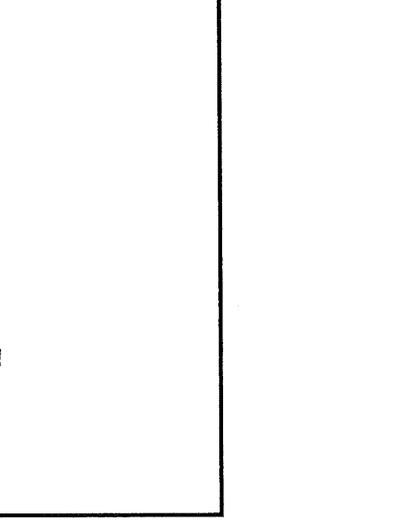
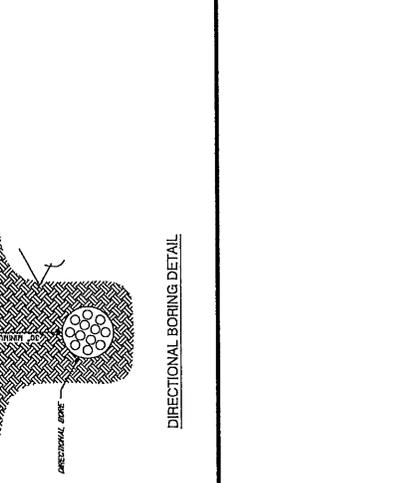
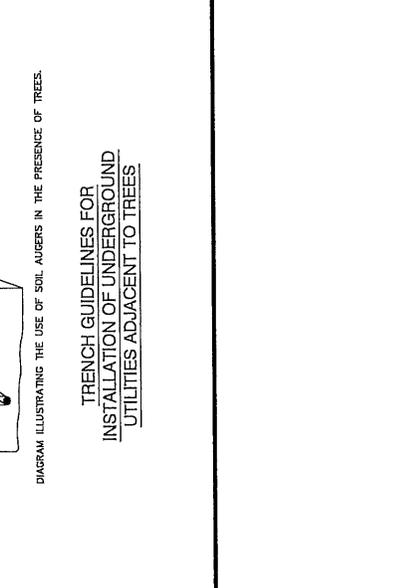
PROJECT TRENCHING DETAIL



TREE DIAMETER	DISTANCE OF TUNNEL FROM TREE TRUNK	DISTANCE OF OPEN BYPASS TRENCH FROM TREE TRUNK
INCHES	FEET	FEET
2	2	3
3	3	4
4	4	5
5	5	6
6	6	7
7	7	8
8	8	9
9	9	10
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98	98	99
99	99	100



UTILITY SEPARATION DETAIL



TRENCH GUIDELINES FOR INSTALLATION OF UNDERGROUND UTILITIES ADJACENT TO TREES

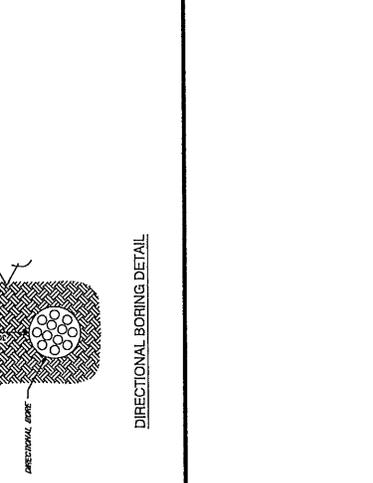


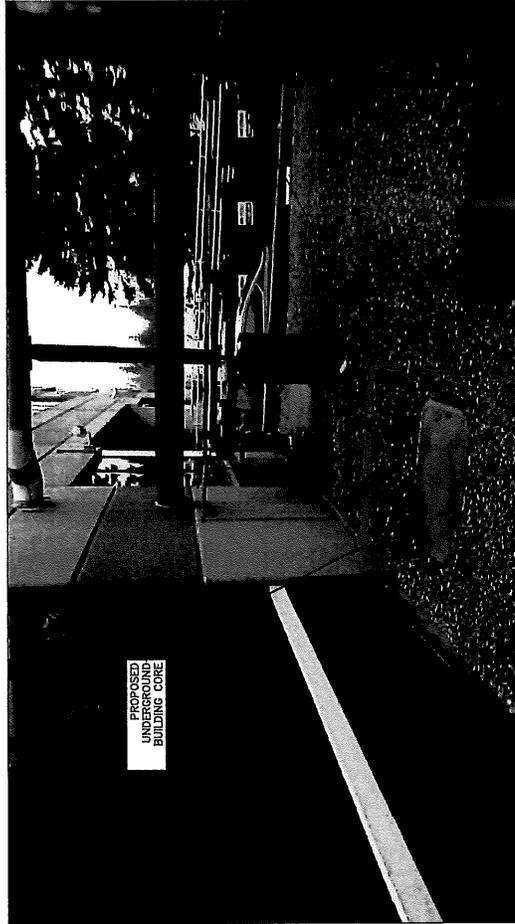
DIAGRAM ILLUSTRATING THE USE OF SOIL AUGERS IN THE PRESENCE OF TREES

BUILDING SURVEY PHOTO

PROJECT MANAGER: BRYAN BAZIK

REV	DATE	DESCRIPTION	DESIGNED BY
1	04/22/20	PRE-REVIEW	RL, JTP
2			
3			
4			
5			

NOTES:



PROPOSED UNDERGROUND BUILDING CORE

PROPOSED 24 LINEAL FEET OF 8'-4.05" HIGH CONCRETE PRODUCT INSTALLED VIA OPEN CUT TRENCH (SEE DETAILS SHEET)

PHOTO 1  
FACED NORTH AT  
ENTRY POINT OF PROPOSED BUILDING CORE

DRAWN BY: RL

CHECKED BY: JTP

APPROVED BY: JTP

**hbk**  
**ENGINEERING**  
 311 WEST VAN HISEN STREET, SUITE 100  
 CHICAGO, ILLINOIS 60607  
 STATE OF ILLINOIS DEPARTMENT  
 OF PROFESSIONAL REGULATION,  
 LICENSE NO. 044-003396

**Level(3)**  
 COMMUNICATIONS  
 A CENTURYTELECOM COMPANY

NET BUILD ID: NS51768

SCHEDING: L3-DB-200

SITE ADDRESS: 544 LAKEVIEW PARKY  
 VERNON HILLS, ILLINOIS

TITLE: FIBER OPTIC CONDUIT  
 INSTALLATION - CONNECTION  
 544 LAKEVIEW PKWY

PROJECT NO: 19-1524 SHEET: 9 OF 10

CDC NO: N/A

DATE DRAWN: 04/02/2020

SCALE: N.T.S.

ESTIMATE OF MATERIALS

PROJECT MANAGER: BRYAN BAZIK

REV	DATE	DESCRIPTION	SCALE	BY	CHKD
1	04/02/2020	PRELIMINARY			
2		REVISED			
3					
4					
5					

NOTES:

TOTAL OSP ESTIMATE			
Category	Unit Description	UOM	AS-BUILT
UGB	AC ELECTRICAL SERVICES - OSP	"ACTUAL (\$1.00)"	1
UGB	BORE > 4-6in CABLE-HDPE	FOOT	1705
UGB	OPEN TRENCH 3-6in	FOOT	23
UGB	CORE DRILL OSP CONCRETE 5in	EACH	1
UGB	CORE DRILL OSP POLYMER	EACH	4
UGB	DIG FACILITY INTO EXIST MH	EACH	1
UGB	LOCATE WIRE ONLY IN CONDUIT	FOOT	1728
UGB	HH 3/8x60x36	EACH	2
TOTAL MATERIAL ESTIMATE			
Category	Unit Description	UOM	AS-BUILT
MAT	LOCATE WIRE	Major	1728
MAT	CONDUIT 4in SCH40 20ft GRV UG	Major	23
MAT	INRDCT 1.0 PLENUM ORANGE	Major	1349
MAT	INRDCT 1.25 SDR 11 BLUE	Major	1728
MAT	INRDCT 1.25 SDR 11 GREEN	Major	1728
MAT	HH 3/8x60x36	Major	2
MAT	MARKER POST MATERIAL	Major	2

DRAWN BY: RL  
 CHECKED BY: JTP  
 APPROVED BY: JTP

**hbk**  
**ENGINEERING**  
 91 WESTMAN AVE, SUITE 100  
 CHICAGO, ILLINOIS 60607  
 STATE OF ILLINOIS DEPARTMENT  
 OF PROFESSIONAL REGULATION  
 LICENSE NO. 04-00308



NET BUILD ID: NS51765  
 SEQUENCE: L3-JB-200

SITE ADDRESS: 544 LAKEVIEW PKWY  
 VERNON HILLS, ILLINOIS

TITLE: FIBER OPTIC CONDUIT  
 INSTALLATION CONNECTION  
 544 LAKEVIEW PKWY

PROJECT NO: 18-1524  
 DUC NO: N/A  
 DATE DRAWN: 04/02/2020  
 SCALE: N.T.S.

10

SHEET 10 OF 10

PROJECT MANAGER: BRYAN BAZIK

TRAFFIC CONTROL PLAN

REV	DATE	DESCRIPTION	ISSUED BY
1	03/27/20	DESIGN REVIEW	ESL/JTP
2			
3			
4			
5			

NOTES:

① One whenever duplicated by road work traffic control

W20-1103-46 for contract construction projects

W20-1103-46 for maintenance safety projects

W20-1103-46 for contract construction projects

W20-1103-46 for maintenance and safety projects

SIDEWALK DIVERSION

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, curb or barrier
- Type III barricade
- Detachable pedestrian channeling barricade

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be restricted due to work being performed.

The Standard must be used in conjunction with the applicable traffic control Standard with necessary traffic to affected

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities as the work area.

The standard shall be used at the intersection of each end of the closure. Where the closure is in the center of the street, the standard shall be used at the ends of the street closure.

Type III barricades used shall be placed as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701803-06.

All dimensions are in inches (millimeters) unless otherwise noted.

DATE	REVISIONS
4-2-06	Limited energy safety fence from standard as this is
1-1-12	Added SIDEWALK DIVERSION (Sheet 1 of 2)

**SIDEWALK, CORNER OR CROSSWALK CLOSURE**  
(Sheet 1 of 2)

STANDARD 701803-06

Illinois Department of Transportation  
 DIVISION 1-1-17  
 PROJECT NO. 19-1524  
 SHEET NO. N/A  
 DATE DRAWN: 04/02/2020  
 SCALE: N.T.S.

**hbk**  
**ENGINEERING**  
 921 WEST VAN FLEET STREET, SUITE 100  
 CHICAGO, ILLINOIS 60647  
 STATE OF ILLINOIS DEPARTMENT  
 OF PROFESSIONAL REGULATION  
 LICENSE NO. 14-049218

**Level(3)**  
 A CENTURYLINK COMPANY

NET FIELD ID: N51768  
 SIGNER: LJ-09-200  
 SITE ADDRESS: 544 LAKEVIEW PKWY  
 VERNON HILLS, ILLINOIS

TITLE: FIBER OPTIC CONDUIT  
 INSTALLATION - CONNECTION  
 544 LAKEVIEW PKWY

PROJECT NO: 19-1524  
 SHEET: TC1

DATE DRAWN: 04/02/2020  
 SCALE: N.T.S.

SHEET NO: 05, TC3





## **EXHIBIT D**

(Attach Copy of Vernon Hills Code of Ordinances, Appendix B, Article III)

## ARTICLE III. - CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY

## Section 1.00. - Purpose and scope.

- a) *Purpose.* the purpose of this article is to establish policies and procedures for constructing facilities on rights-of-way within the village's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the village rights-of-way and the village as a whole.
- b) *Intent.* In enacting this article, the village intends to exercise its authority over the rights-of-way in the village and, in particular, the use of the public ways and property by utilities, by establishing uniform standards to address issues presented by utility facilities, including without limitation:
  - 1) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
  - 2) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
  - 3) Prevent interference with the facilities and operations of the village's utilities and of other utilities lawfully located in rights-of-way or public property;
  - 4) Protect against environmental damage, including damage to trees, from the installation of utility facilities;
  - 5) Protect against increased stormwater run-off due to structures and materials that increase impermeable surfaces;
  - 6) Preserve the character of the neighborhoods in which facilities are installed;
  - 7) Preserve open space, particularly the tree-lined parkways that characterize the Village's residential neighborhoods;
  - 8) Prevent visual blight from the proliferation of facilities in the rights-of-way; and
  - 9) Assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations.
- c) *Facilities subject to this article.* This article applies to all facilities on, over, above, along, upon, under, across, or within the rights-of-way within the jurisdiction of the village. A facility lawfully established prior to the effective date of this article may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.
- d) *Franchises, licenses, or similar agreements.* The village, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the village rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the village enter into such an agreement. in such an agreement, the village may provide for terms and conditions inconsistent with this article.
- e) *Effect of franchises, licenses, or similar agreements.*
  - 1) *Utilities other than telecommunications providers.* In the event that a utility other than a

telecommunications provider has a franchise, license or similar agreement with the village, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

- 2) *Telecommunications providers.* In the event of any conflict with, or inconsistency between, the provisions of this article and the provisions of any franchise, license or similar agreement between the village and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.
- f) *Conflicts with other articles.* This article supersedes all articles or parts of articles adopted prior hereto that are in conflict herewith, to the extent of such conflict.
- g) *Conflicts with state and federal laws.* In the event that applicable federal or state laws or regulations conflict with the requirements of this article, the utility shall comply with the requirements of this article to the maximum extent possible without violating federal or state laws or regulations.
- h) *Sound engineering judgment.* The village shall use sound engineering judgment when administering this article and may vary the standards, conditions, and requirements expressed in this article when the village so determines. Nothing herein shall be construed to limit the ability of the village to regulate its rights-of-way for the protection of the public health, safety and welfare.

(Ord. No. 2008-015, § 2, 2-4-08)

#### Section 1.01. - Definitions.

As used in this article and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this section. Any term not defined in this Section shall have the meaning ascribed to it in 92 Ill. Adm. Code § 530.30, unless the context clearly requires otherwise.

*AASHTO*—American Association of State Highway and Transportation Officials.

*ANSI*—American National Standards Institute.

*Applicant*—A person applying for a permit under this article.

*ASTM*—American Society for Testing and Materials.

*Backfill*—The methods or materials for replacing excavated material in a trench or pit.

*Bore or boring*—To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

*Cable operator*—That term as defined in 47 U.S.C. 522(5).

*Cable service*—That term as defined in 47 U.S.C. 522(6).

*Cable system*—That term as defined in 47 U.S.C. 522(7).

*Carrier pipe*—The pipe enclosing the liquid, gas or slurry to be transported.

*Casing*—A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

*Clear zone*—The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a nonrecoverable slope, and a clear runout area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO Roadside Design Guide.

*Coating*—Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

*Code*—The Municipal Code of the Village of Vernon Hills.

*Conductor*—Wire carrying electrical current.

*Conduit*—A casing or encasement for wires or cables.

*Construction or construct*—The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

*Cover*—The depth of earth or backfill over buried utility pipe or conductor.

*Crossing facility*—A facility that crosses one or more right-of-way lines of a right-of-way.

*Director of public works*—The village director of public works or his or her designee.

*Disrupt the right-of-way*—For the purposes of this article, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

*Emergency*—Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

*Encasement*—Provision of a protective casing.

*Engineer*—The village engineer or his or her designee.

*Equipment*—Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

*Excavation*—The making of a hole or cavity by removing material, or laying bare by digging.

*Extra heavy pipe*—Pipe meeting ASTM standards for this pipe designation.

*Facility*—All structures, devices, objects, and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, along, upon, under, across, or within rights-of-way under this article. For purposes of this article, the term "facility" shall not include any facility owned or operated by the village.

*Freestanding facility*—A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

*Frontage road*—Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access to a highway.

*Hazardous materials*—Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the village director of public works to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

*Highway code*—The Illinois Highway Code, 605 ILCS 5/1-101 et seq., as amended from time to time.

*Highway*—A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. "Highway" includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

*Holder*—A person or entity that has received authorization to offer or provide cable or video service from the ICC pursuant to the Illinois Cable and Video Competition Law, 220 ILCS 5/21-401.

*IDOT*—Illinois Department of Transportation.

*ICC*—Illinois Commerce Commission.

*Jacking*—Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

*Jetting*—Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

*Joint use*—The use of pole lines, trenches or other facilities by two or more utilities.

*J.U.L.I.E.*—The Joint Utility Locating Information for Excavators utility notification program.

*Major intersection*—The intersection of two or more major arterial highways.

*Occupancy*—The presence of facilities on, over or under right-of-way.

*Parallel facility*—A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

*Parkway*—Any portion of the right-of-way not improved by street or sidewalk.

*Pavement cut*—The removal of an area of pavement for access to facility or for the construction of a facility.

*Permittee*—That entity to which a permit has been issued pursuant to sections 1.04 and 1.05 of this article.

*Practicable*—That which is performable, feasible or possible, rather than that which is simply convenient.

*Pressure*—The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

*Petroleum products pipelines*—Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal-slurry.

*Prompt*—That which is done within a period of time specified by the village. If no time period is specified, the period shall be 30 days.

*Public entity*—A legal entity that constitutes or is part of the government, whether at local, state or federal level.

*Restoration*—The repair of a right-of-way, highway, roadway, or other area disrupted by the construction of a facility.

*Right-of-way* or *rights-of-way*—Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the Village has the right and authority to authorize, regulate or permit the location of facilities other than those of the village. "Right-of-way" or "rights-of-way" shall not include any real or personal village property that is not specifically described in the previous two sentences and shall not include village buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way. Is this a "may" or "permissive" right in the village to say yes or not to the use of the easement.

*Roadway*—That part of the highway that includes the pavement and shoulders.

*Sale of telecommunications at retail*—The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

*Security fund*—That amount of security required pursuant to section 1.09.

*Shoulder*—A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

*Sound engineering judgment*—A decision(s) consistent with generally accepted engineering principles, practices and experience.

*Telecommunications*—This term includes, but is not limited to, messages or information transmitted through use of local, toll and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. "Private line" means a dedicated nontraffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations.

"Telecommunications" shall not include value added services in which computer processing applications are used to act on the form, content, code and protocol of the information for purposes other than transmission.

"Telecommunications" shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end-to-end communications. "Telecommunications" shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. Sections 521 and following), as

now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the village through an open video system as defined in the rules of the Federal Communications Commission (47 C.F.R. § 76.1500 and following), as now or hereafter amended.

*Telecommunications provider*—Means any person that installs, owns, operates or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

*Telecommunications retailer*—Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

*Trench*—A relatively narrow open excavation for the installation of an underground facility.

*Utility*—The individual or entity owning or operating any facility as defined in this article.

*Vent*—A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

*Video service*—That term as defined in section 21-201 (v) of the Illinois Cable and Video Competition Law of 2007, 220 ILCS 21-201(v).

*Village*—The Village of Vernon Hills.

*Water lines*—Pipelines carrying raw or potable water.

*Wet boring*—Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.

(Ord. No. 2008-015, § 2, 2-4-08)

#### Section 1.02. - Annual registration required.

Every utility that occupies right-of-way within the village shall register on January 1 of each year with the director of public works, providing the utility's name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a 24-hour telephone number for each such person, and evidence of insurance as required in section 1.07 of this article, in the form of a certificate of insurance.

(Ord. No. 2008-015, § 2, 2-4-08)

#### Section 1.03. - Permit required; applications and fees.

- a) *Permit required.* No person shall construct (as defined in this article) any facility on, over, above, along, upon, under, across, or within any village right-of-way which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this article), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the village director of public works and obtaining a permit from the village therefor, except as otherwise provided in this article. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way.

- b) *Permit application.* All applications for permits pursuant to this article shall be filed on a form deemed acceptable by the village and shall be filed in such number of duplicate copies as the village may designate. The applicant shall designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.
- c) *Minimum general application requirements.* The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:
- 1) The utility's name and address and telephone and telecopy numbers;
  - 2) The applicant's name and address, if different than the utility, its telephone, telecopy numbers, e-mail address, and its interest in the work;
  - 3) The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application;
  - 4) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
  - 5) Evidence that the utility has placed on file with the village:
    - i) 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
    - ii) 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 village 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 village finds that additional information or assurances are needed;
  - 6) Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;
  - 7) Evidence of insurance as required in section 1.07 of this article;
  - 8) Evidence of posting of the security fund as required in section 1.09 of this article;
  - 9) Any request for a variance from one or more provisions of this article (see section 1.20); and
  - 10) Such additional information as may be reasonably required by the village.
- d) *Supplemental application requirements for specific types of utilities.* In addition to the requirements of subsection c), 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 Metropolitan Water Reclamation District [other local or state entities with jurisdiction], 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.
- e) *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 village within 30 days after the change necessitating the amendment.

(Ord. No. 2008-015, § 2, 2-4-08)

Section 1.04. - Action on permit applications.

- a) *Village review of permit applications.* Completed permit applications, containing all required documentation, shall be examined by the village director of public works within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the village director of public works shall reject such application in writing, stating the reasons therefor. If the village director of public works is satisfied that the proposed work conforms to the requirements of this article and applicable ordinances, codes, laws, rules, and regulations, the village director of public works 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 village director of public works, that the construction proposed under the application shall be in full compliance with the requirements of this article.
- b) *Additional village 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 village that it intends to commence work governed by this article 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 village not less than ten days prior to the commencement of work requiring no excavation and not less than 30 days prior to the commencement of work requiring excavation. The village director of public works 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 village director of public works fails to provide such specification of location to the telecommunications retailer within either (i) ten days after service of notice to the village by the telecommunications retailer in the case of work not involving excavation for new construction or (ii)

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 this article.

- 3) Upon the provision of such specification by the village, where a permit is required for work pursuant to section 1.04 of this article the telecommunications retailer shall submit to the village 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).
- c) *Additional village review of applications of holders of state authorization under the Cable and Video Competition Law of 2007.* Applications by a utility that is a holder of a state-issued authorization under the Cable and Video Competition Law of 2007 shall be deemed granted 45 days after submission to the village, unless otherwise acted upon by the village, provided the holder has complied with applicable village codes, ordinances, and regulations.

(Ord. No. 2008-015, § 2, 2-4-08)

#### Section 1.05. - Effect of permit.

- a) *Authority granted; no property right or other interest created.* A permit from the village authorizes a permittee to undertake only certain activities in accordance with this article on village rights-of-way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights-of-way.
- b) *Duration.* No permit issued under this article shall be valid for a period longer than six months unless construction is actually begun within that period and is thereafter diligently pursued to completion.
- c) *Preconstruction meeting required.* No construction shall begin pursuant to a permit issued under this article prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a preconstruction meeting. The preconstruction meeting shall be held at a date, time and place designated by the village with such village representatives in attendance as the village 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.
- d) *Compliance with all laws required.* The issuance of a permit by the village does not excuse the permittee from complying with other requirements of the village and applicable statutes, laws, ordinances, rules, and regulations.

(Ord. No. 2008-015, § 2, 2-4-08)

#### Section 1.06. - Revised permit drawings.

In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the village within 90 days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this article, it shall be treated as a

request for variance in accordance with section 1.20 of this article. If the village denies the request for a variance, then the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor.

(Ord. No. 2008-015, § 2, 2-4-08)

Section 1.07. - Insurance.

- a) *Required coverages and limits.* Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the village, and its elected and appointed officers, officials, agents, 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:
    - i) Five million dollars for bodily injury or death to each person;
    - ii) Five million dollars for property damage resulting from any one accident; and
    - iii) Five million dollars for all other types of liability;
  - 2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000.00 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 \$1,000,000.00 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.

- b) *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.
- c) *Copies required.* The utility shall provide copies of any of the policies required by this section to the village within ten days following receipt of a written request therefor from the village.
- d) *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 Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew."

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

- e) *Self-insurance.* A utility may self-insure all or a portion of the insurance coverage and limit requirements required by subsection a). 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). A utility that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection a), such as evidence that the utility is a "private self insurer" under the Workers Compensation Act.
- f) *Effect of insurance and self-insurance on utility's liability.* The legal liability of the utility to the village 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.
- g) *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. [All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.]

(Ord. No. 2008-015, § 2, 2-4-08)

#### Section 1.08. - Indemnification.

By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify and hold the village and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this article or by a franchise, license, or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this article by the village, its officials, officers, employees, agents or representatives.

(Ord. No. 2008-015, § 2, 2-4-08)

#### Section 1.09. - Security.

- a) *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 this article;

- 2) Any expenditure, damage, or loss incurred by the village occasioned by the permittee's failure to comply with codes, rules, regulations, orders, permits and other directives of the village issued pursuant to this article
  - 3) The payment by permittee of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or non-performance by permittee in violation of this article including, without limitation, any damage to public property or restoration work the permittee is required by this article to perform that the village 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 village from the permittee pursuant to this article or any other applicable law.
- b) *Form.* The permittee shall provide the security fund to the village in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the village, or an unconditional letter of credit in a form acceptable to the village. Any surety bond or letter of credit provided pursuant to this subsection shall, at a minimum:
- 1) Provide that it will not be canceled without prior notice to the village and the permittee;
  - 2) Not require the consent of the permittee prior to the collection by the village of any amounts covered by it; and
  - 3) Shall provide a location convenient to the village and within the state at which it can be drawn.
- c) *Amount.* The dollar amount of the security fund shall be sufficient to provide for the reasonably 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 the village director of public works, and may also include reasonable, directly related costs that the village estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the village, with each phase consisting of construction of facilities 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 village director of public works 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.
- d) *Withdrawals.* The village, upon 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 village for such amount within the 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 Village for any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any action or nonperformance by the permittee; or
  - 4) Fails to comply with any provision of this article that the village determines can be remedied by an expenditure of an amount in the security fund.
- e) *Replenishment.* Within 14 days after receipt of written notice from the village that any amount has been withdrawn from the security fund, the permittee shall restore the security fund to the amount specified in subsection c).

- f) *Interest.* The permittee may request that any and all interest accrued on the amount in the security fund be to the permittee by the village, upon written request for said withdrawal to the village, provided that any such withdrawal does not reduce the security fund below the minimum balance required in subsection c).
- g) *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 village for failure by the permittee to comply with any provisions of this article 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 village to the extent necessary to cover any reasonable costs, loss or damage incurred by the village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.
- h) *Rights not limited.* The rights reserved to the village with respect to the security fund are in addition to all other rights of the village, whether reserved by this article or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said security fund shall affect any other right the village may have. Notwithstanding the foregoing, the village shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.

(Ord. No. 2008-015, § 2, 2-4-08)

Section 1.10. - Permit suspension and revocation.

- a) *Village right to revoke permit.* The village may revoke or suspend a permit issued pursuant to this article for one or more of the following reasons:
  - 1) Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
  - 2) Noncompliance with this article;
  - 3) Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights-of-way presents a direct or imminent threat to the public health, safety, or welfare; or
  - 4) Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.
- b) *Notice of revocation or suspension.* The village shall send written notice of its intent to revoke or suspend a permit issued pursuant to this article stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this section.
- c) *Permittee alternatives upon receipt of notice of revocation or suspension.* Upon receipt of a written notice of revocation or suspension from the village, the permittee shall have the following options:
  - 1) Immediately provide the village with evidence that no cause exists for the revocation or suspension;
  - 2) Immediately correct, to the satisfaction of the village, the deficiencies stated in the written notice, providing written proof of such correction to the village within five working days after receipt of the written notice of revocation; or
  - 3) Immediately remove the facilities located on, over, above, along, upon, under, across, or within the rights-of-way and restore the rights-of-way to the satisfaction of the village providing written proof of such removal to the village within ten days after receipt of the written notice of revocation.

The village may, in its discretion, for good cause shown, extend the time periods provided in this subsection.

- d) *Stop work order.* In addition to the issuance of a notice of revocation or suspension, the village may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within subsection a).
- e) *Failure or refusal of the permittee to comply.* If the permittee fails to comply with the provisions of subsection c), the village or its designee may, at the option of the village: (1) correct the deficiencies; (2) upon not less than 20 days' notice to the permittee, remove the subject facilities or equipment; or (3) after not less than 30 days' notice to the permittee of failure to cure the noncompliance, deem them abandoned and property of the village. The permittee shall be liable in all events to the village for all costs of removal.

(Ord. No. 2008-015, § 2, 2-4-08)

Section 1.11. - Change of ownership or owner's identity or legal status.

- a) *Notification of change.* A utility shall notify the village no less than 30 days prior to the transfer of ownership of any facility in the right-of-way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules and regulations, including this article, with respect to the work and facilities in the right-of-way.
- b) *Amended permit.* A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the village's right-of-way.
- c) *Insurance and bonding.* All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer.

(Ord. No. 2008-015, § 2, 2-4-08)

Section 1.12. - General construction standards.

- a) *Standards and principles.* All construction in the right-of-way shall be consistent with applicable ordinances, codes, laws rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:
  - 1) Standard Specifications for Road and Bridge Construction;
  - 2) Supplemental Specifications and Recurring Special Provisions;
  - 3) Highway Design Manual;
  - 4) Highway Standards Manual;
  - 5) Standard Specifications for Traffic Control Items;
  - 6) Illinois Manual on Uniform Traffic Control Devices (92 Ill. Adm. Code § 545);
  - 7) Flagger's Handbook; and

- 8) Work Site Protection Manual for Daylight Maintenance Operations.
- b) *Interpretation of municipal standards and principles.* If a discrepancy exists between or among differing principles and standards required by this article, the village director of public works shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the village engineer [director of public works] shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.

(Ord. No. 2008-015, § 2, 2-4-08)

Section 1.13. - Traffic control.

- a) *Minimum requirements.* The village's minimum requirements for traffic protection are contained in IDOT's Illinois Manual on Uniform Traffic Control Devices and this Code.
- b) *Warning signs, protective devices, and flaggers.* The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the rights-of-way.
- c) *Interference with traffic.* All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.
- d) *Notice when access is blocked.* At least 48 hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to section 1.19 of this article, the utility shall provide such notice as is practicable under the circumstances.
- e) *Compliance.* The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the Village.

(Ord. No. 2008-015, § 2, 2-4-08)

Section 1.14. - Location of facilities.

- a) *General requirements.* In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this subsection.
- 1) *No interference with village facilities.* No utility facilities shall be placed in any location if the village director of public works determines that the proposed location will require the relocation or displacement of any of the village's utility facilities or will otherwise interfere with the operation or maintenance of any of the village's utility facilities.
  - 2) *Minimum interference and impact.* The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way.
  - 3) *No interference with travel.* No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.

- 4) *No limitations on visibility.* No utility facility shall be placed in any location so as to limit visibility of or to the right-of-way.
  - 5) *Size of utility facilities.* The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.
- b) *Parallel facilities located within highways.*
- 1) *Overhead parallel facilities.* An overhead parallel facility may be located within the right-of-way lines of a state or county highway (not village right-of-way) only if:
    - i) Lines are located as near as practicable to the right-of-way line and as nearly parallel to the right-of-way line as reasonable pole alignment will permit;
    - ii) Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet (0.6 m) behind the face of the curb, where available;
    - iii) Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;
    - iv) No pole is located in the ditch line of a highway; and
    - v) Any ground-mounted appurtenance is located within one foot (0.3 m) of the right-of-way line or as near as possible to the right-of-way line.
  - 2) *Underground parallel facilities.* An underground parallel facility may be located within the right-of-way lines of a highway only if:
    - i) The facility is located as near the right-of-way line as practicable and not more than eight (8) feet (2.4 m) from and parallel to the right-of-way line;
    - ii) A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and
    - iii) In the case of an underground power or communications line, the facility shall be located as near the right-of-way line as practicable and not more than five (5) feet (1.5 m) from the right-of-way line and any above-grounded appurtenance shall be located within one foot (0.3 m) of the right-of-way line or as near as practicable.
- c) *Facilities crossing highways.*
- 1) *No future disruption.* The construction and design of crossing facilities installed between the ditch lines or curb lines of village highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.
  - 2) *Cattle passes, culverts, or drainage facilities.* Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.
  - 3) *Ninety-degree crossing required.* Crossing facilities shall cross at or as near to a 90-degree angle to the centerline as practicable.
  - 4) *Overhead power or communication facility.* An overhead power or communication facility may cross a state or county highway (not Village right-of-way) only if:

- i) It has a minimum vertical line clearance as required by ICC's rules entitled, "Construction of Elect Communication Lines" (83 Ill. Adm. Code 305);
  - ii) Poles are located within one foot (0.3 m) of the right-of-way line of the highway and outside of the clear zone; and
  - iii) Overhead crossings at major intersections are avoided.
- 5) *Underground power or communication facility.* An underground power or communication facility may cross a highway only if:
  - i) The design materials and construction methods will provide maximum maintenance-free service life; and
  - ii) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.
- 6) *Markers.* The village may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current federal regulations. (49 C.F.R. §192.707 (1989)).
- d) *Facilities to be located within particular rights-of-way.* The village may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.
- e) *Freestanding facilities.*
  - 1) The village may restrict the location and size of any freestanding facility located within a right-of-way.
  - 2) The village may require any freestanding facility located within a right-of-way to be screened from view.
- f) *Facilities installed above ground.* Above-ground facilities are strongly discouraged and may be installed only if:
  - 1) New underground installation is not technically feasible; and
  - 3) The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable; the installation of additional utility poles shall require prior village approval.
- g) *Facility attachments to bridges or roadway structures.*
  - 1) Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.
  - 2) A utility shall include in its request to accommodate a facility installation on a bridge or roadway

structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

- i) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;
  - ii) The type, length, value, and relative importance of the highway structure in the transportation system;
  - iii) The alternative routings available to the utility and their comparative practicability;
  - iv) The proposed method of attachment;
  - v) The ability of the structure to bear the increased load of the proposed facility;
  - vi) The degree of interference with bridge maintenance and painting;
  - vii) The effect on the visual quality of the structure; and
  - viii) The public benefit expected from the utility service as compared to the risk involved.
- h) *Appearance standards.*
- 1) The Village may prohibit the installation of facilities in particular locations in order to preserve visual quality.
  - 2) A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right-of-way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed.

(Ord. No. 2008-015, § 2, 2-4-08)

#### Section 1.15. - Construction Methods and materials.

- a) *Standards and requirements for particular types of construction methods.*
- 1) *Boring or jacking.*
    - i) *Pits and shoring.* Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the village director of public works from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.
    - ii) *Wet boring or jetting.* Wet boring or jetting shall not be permitted under the roadway.
    - iii) *Borings with diameters greater than six inches.* Borings over six inches (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (25 mm).
    - iv) *Borings with diameters six inches or less.* Borings of six inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.
    - v) *Tree preservation.* Any facility located within the drip line of any tree designated by the village to be preserved or protected shall be bored under or around the root system.

- 2) *Trenching.* Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accord with the applicable portions of section 603 of IDOT's "Standard Specifications for Road and Bridge Construction."
- i) *Length.* The length of open trench shall be kept to the practicable minimum consistent with requirements for pipeline testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the village director of public works.
  - ii) *Open Trench and Excavated Material.* Open trench and windrowed excavated material shall be protected as required by article 6 of the Illinois Manual on Uniform Traffic Control Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.
  - iii) *Drip line of trees.* The utility shall not trench within the drip line of any tree designated by the village to be preserved.
- 3) *Backfilling.*
- i) Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications for Road and Bridge Construction." When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.
  - ii) For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the director of public works, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the director of public works.
- 4) *Pavement cuts.* Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this paragraph is permitted under section 1.20, the following requirements shall apply:
- i) Any excavation under pavements shall be backfilled and compacted as soon as practicable with granular material of CA-6 or CA-10 gradation, as designated by the director of public works.
  - ii) Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the village.
  - iii) All saw cuts shall be full depth.
  - iv) For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven years, or resurfaced in the last three years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a J.U.L.I.E. locate.

5) *Encasement.*

- i) Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the village.
- ii) The venting, if any, of any encasement shall extend within one foot (0.3 m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.
- iii) In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or village approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the Village. Bell and spigot type pipe shall be encased regardless of installation method.
- iv) In the case of gas pipelines of 60 psig or less, encasement may be eliminated.
- v) In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: (1) extra-heavy pipe is used that precludes future maintenance or repair and (2) cathodic protection of the pipe is provided;
- vi) If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right-of-way.

- 6) *Minimum cover of underground facilities.* Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

TYPE OF FACILITY	MINIMUM COVER
Electric Lines	30 Inches (0.8 m)
Communication, Cable or Video Service Lines	18 to 24 Inches (0.6 m, as determined by Village)
Gas or Petroleum Products	30 Inches (0.8 m)
Water Line	Sufficient Cover to Provide Freeze Protection
Sanitary Sewer, Storm Sewer, or Drainage Line	Sufficient Cover to Provide Freeze Protection

- b) *Standards and requirements for particular types of facilities.*

- 1) *Electric power or communication lines.*
  - i) *Code compliance.* Electric power or communications facilities within village rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code Part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled "Rules for Construction of Electric Power and Communications Lines," and the National Electrical Safety Code.
  - ii) *Overhead facilities.* Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guy wires are equipped with guy guards for maximum visibility.
  - iii) *Underground facilities.*
    - (1) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads.
    - (2) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if:
      - (a) The crossing is installed by the use of "moles," "whip augers," or other approved method which compress the earth to make the opening for cable installation or
      - (b) The installation is by the open trench method which is only permitted prior to roadway construction.
    - (3) Cable shall be grounded in accordance with the National Electrical Safety Code.
  - iv) *Burial of drops.* All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snowdrops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the village. Weather permitting, utilities shall bury all temporary drops, excluding snowdrops, within ten business days after placement.
- 2) *Underground facilities other than electric power or communication lines.* Underground facilities other than electric power or communication lines may be installed by:
  - i) The use of "moles," "whip augers," or other approved methods which compress the earth to move the opening for the pipe;
  - ii) Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;
  - iii) Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or
  - iv) Tunneling with vented encasement, but only if installation is not possible by other means.
- 3) *Gas transmission, distribution and service.* Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a village-approved manner and in conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, part 192—Transportation

of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards (49 CFR §192), IDOT's "Standard Specifications for Road and Bridge Construction," and all other applicable laws, rules, and regulations.

- 4) *Petroleum products pipelines.* Petroleum products pipelines within rights-of-way shall conform to the applicable sections of ANSI Standard Code for Pressure Piping. (Liquid Petroleum Transportation Piping Systems ANSI-B 31.4).
  - 5) *Waterlines, sanitary sewer lines, storm water sewer lines or drainage lines.* Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights-of-way shall meet or exceed the recommendations of the current "Standard Specifications for Water and Sewer Main Construction in Illinois."
  - 6) *Ground-mounted appurtenances.* Ground-mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one foot (305 mm) in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad or similar material approved by the director of public works. With the approval of the director of public works, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings.
- c) *Materials.*
- 1) *General standards.* The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's "Standards Specifications for Road and Bridge Construction," the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.
  - 2) *Material storage on right-of-way.* No material shall be stored on the right-of-way without the prior written approval of the village director of public works. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the village.
  - 3) *Hazardous materials.* The plans submitted by the utility to the village shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.
- d) *Operational restrictions.*
- 1) Construction operations on rights-of-way may, at the discretion of the village, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.
  - 2) These restrictions may be waived by the director of public works when emergency work is required to restore vital utility services.
  - 3) Unless otherwise permitted by the village, the hours of construction are those set forth in appendix B (Development Regulations), article 1 (Development Ordinance), appendix II, section A-6 of the

village development ordinance.

- e) *Location of existing facilities.* Any utility proposing to construct facilities in the village shall contact J.U.L.I.E. and ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The village will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the village or by J.U.L.I.E., a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 et seq.)

(Ord. No. 2008-015, § 2, 2-4-08)

#### Section 1.16. - Vegetation control.

- a) *Electric utilities—Compliance with state laws and regulations.* An electric utility shall conduct all tree-trimming and vegetation control activities in the right-of-way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the village as permitted by law.
- b) *Other utilities—Tree trimming permit required.* Tree trimming that is done by any other utility with facilities in the right-of-way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing same, shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this article.
- 1) *Application for tree trimming permit.* Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.
  - 2) *Damage to trees.* Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The village will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The village may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.
- c) *Specimen trees or trees of special significance.* The village may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.
- d) *Chemical use.*
- 1) Except as provided in the following paragraph, no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the village for any purpose, including the control of growth, insects or disease.
  - 2) Spraying of any type of brush-killing chemicals will not be permitted on rights-of-way unless the utility demonstrates to the satisfaction of the director of public works that such spraying is the only practicable method of vegetation control.

(Ord. No. 2008-015, § 2, 2-4-08)

Section 1.17. - Removal, relocation, or modifications of utility facilities.

- a) *Notice.* Within 90 days following written notice from the village, a utility shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights-of-way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any village improvement in or upon, or the operations of the village in or upon, the rights-of-way.
- b) *Removal of unauthorized facilities.* Within 30 days following written notice from the village, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the rights-of-way shall, at its own expense, remove all or any part of such facilities or appurtenances from the rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:
  - 1) Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;
  - 2) If the facility was constructed or installed without the prior grant of a license or franchise, if required;
  - 3) If the facility was constructed or installed without prior issuance of a required permit in violation of this article; or
  - 4) If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.
- c) *Emergency removal or relocation of facilities.* The village retains the right and privilege to cut or move any facilities located within the rights-of-way of the village, as the village may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.
- d) *Abandonment of facilities.* Upon abandonment of a facility within the rights-of-way of the village, the utility shall notify the village within 90 days. Following receipt of such notice the village may direct the utility to remove all or any portion of the facility if the village director of public works determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the Village does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the village, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.

(Ord. No. 2008-015, § 2, 2-4-08)

Section 1.18. - Cleanup and restoration.

The utility shall remove all excess material and restore all turf and terrain and other property within ten days after any portion of the rights-of-way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the village. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the village director of public works. Such cleanup and

repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this Section may be extended by the village director of public works for good cause shown.

(Ord. No. 2008-015, § 2, 2-4-08)

Section 1.19. - Maintenance and emergency maintenance.

- a) *General.* Facilities on, over, above, along, upon, under, across, or within rights-of-way are to be maintained by or for the utility in a manner satisfactory to the village and at the utility's expense.
- b) *Emergency maintenance procedures.* Emergencies may justify noncompliance with normal procedures for securing a permit:
  - 1) If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.
  - 2) In an emergency, the utility shall, as soon as possible, notify the village director of public works or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the Village police shall be notified immediately.
  - 3) In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.
- c) *Emergency repairs.* The utility must file in writing with the village a description of the repairs undertaken in the right-of-way within 48 hours after an emergency repair.

(Ord. No. 2008-015, § 2, 2-4-08)

Section 1.20. - Variances.

- a) *Request for variance.* A utility requesting a variance from one or more of the provisions of this article must do so in writing to the village director of public works as a part of the permit application. The request shall identify each provision of this article from which a variance is requested and the reasons why a variance should be granted.
- b) *Authority to grant variances.* The village director of public works shall decide whether a variance is authorized for each provision of this article identified in the variance request on an individual basis.
- c) *Conditions for granting of variance.* The village director of public works may authorize a variance only if the utility requesting the variance has demonstrated that:
  - 1) One or more conditions not under the control of the utility (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and

- 2) All other designs, methods, materials, locations or facilities that would conform with the provision for variance is requested are impracticable in relation to the requested approach.
- d) *Additional conditions for granting of a variance.* As a condition for authorizing a variance, the village director of public works may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this Article but which carry out the purposes of this article.
- e) *Right to appeal.* Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the village director of public works under the provisions of this article shall have the right to appeal to the village board, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the village clerk within 30 days after the date of such order, requirement, decision or determination. The village board shall commence its consideration of the appeal at the board's next regularly scheduled meeting occurring at least seven days after the filing of the appeal. The village board shall timely decide the appeal.

(Ord. No. 2008-015, § 2, 2-4-08)

#### Section 1.21. - Penalties.

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this article shall be subject to fine in accordance with the penalty provisions of this Code. There may be times when the village will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this article. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the village's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the village. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it.

(Ord. No. 2008-015, § 2, 2-4-08)

#### Section 1.22. - Enforcement.

Nothing in this article shall be construed as limiting any additional or further remedies that the village may have for enforcement of this article.

(Ord. No. 2008-015, § 2, 2-4-08)

#### Section 1.23 - Severability.

If any section, subsection, sentence, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

(Ord. No. 2008-015, § 2, 2-4-08)