

Village of Wind Point

Right-of-Way, Driveway & Culvert Permit Application



The Village of Wind Point requires a permit for driveway resurfacing, installing/replacing a culvert, opening a public street, installing a sprinkler system in the right-of-way, doing other work or construction within the public right-of-way or driving any vehicle or construction equipment across any drainage ditch. To request the permit, submit this form with the permit fee and deposit to the Village Office and please allow up to (10) working days for the application to be reviewed.

APPLICATION CHECKLIST

- Permit application fee and deposit (see table).
- Attachment A for Non-Standard Driveway Apron (if applicable).
- Attachment B for Installation of Sprinkler System (if applicable).

Project or Use	Fee	Deposit
Driveway Resurface	\$50.00	\$0.00
Use Ditch/ROW	\$25-\$50	\$100-\$1,000
Street Opening	\$100.00	\$400-\$3,000
Culvert (Replace)	\$100.00	\$100.00
Culvert (New)	\$75.000	\$500.00

APPLICANT INFORMATION

Last Name: _____ First Name: _____ Middle: _____
 Property/Location Address: _____ Phone: _____
 Mobile Phone: _____ Email: _____
 Contractor Name: _____ Phone: _____

PROJECT OR USE INFORMATION

Describe the project or type of use (attach plans or additional description if necessary):

Approximate area of project or use: _____ SF Length/Width of Road Opening (if applicable): ____ x ____
 Estimated Start Date: _____ Estimated Completion Date: _____

APPLICANT CERTIFICATION AND SIGNATURE

I understand and agree that the permitted work shall comply with all Village ordinances and permit provisions and conditions listed hereon, any special provisions listed below or attached hereto, and any all plans, details notes or agreements attached hereto and made a part thereof. I understand underground utilities may be encountered and it is my responsibility to call Digger's Hotline at 811 before digging. I understand that any utilities damaged will be repaired or replaced at my expense.

I understand that all finished landscaping, plantings, paving and drainage restoration within the right-of-way shall be inspected and approved by the Village of Wind Point. I will contact the DPW Supervisor for inspection within 48 hours of completion. I understand that any additional work required to restore the right-of-way shall be identified at the sole discretion of the Village of Wind Point.

I agree to indemnify and hold harmless the Village of Wind Point, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought or assessed, because of the issuance or exercise of this permit, or because of any adverse effect upon any person or property which is attributed to my partial or entirely completed works. Accomplishment of the permitted work or any part thereof by or on behalf of me shall bind me to abide by this permit and all its conditions and provisions.

Applicant Signature: _____ Date: _____

This Section for Office Use Only

DATE FILED: _____ FEE: _____ DEPOSIT: _____ RECEIPT #: _____ RECEIPTED BY: _____
 PERMIT APPROVED BY: _____ DATE: _____
 APPROVAL CONDITIONS: _____
 AUTHORIZATION TO RETURN DEPOSIT: _____ DATE: _____

Related Excerpts from Wind Point Municipal Code

Sec. 28-6. Vehicles and equipment prohibited from crossing graded drainage ditch without permit.

No person, contractor or company shall drive any truck, construction equipment or delivery vehicle through, along or across any graded drainage ditch except with a valid right-of-way permit. Preference shall always be given to driving over and upon a driveway containing an adequate culvert, which driveway shall be level with the road which it enters at the point of juncture with such road. Any person violating this section may be fined for each offense. Any land owner who knowingly permits an act in violation of this section may be subject to the same fine.

Sec. 28-9. Restoration of public structures damaged during construction.

Whenever any pavement, curb, parkway, driveway, or other public structure is damaged by the erection or alteration of any building abutting thereon by reason of the construction thereof, the same shall be restored by or at the expense of the owner of the building involved or his contractor to a condition as good and serviceable as prior to the beginning of the work; provided, however, that nothing herein contained shall preclude the village from maintaining an action against the person to recover the damage done to any pavement, curb, parkway, or other public structures.

Sec. 28-44. Right-of-way construction or excavation permit; surface opening standards and specifications.

(a) *Without opening street surface.* The village issues a right-of-way permit for use of the village right-of-way without opening the street surface. The permittee shall restore the affected area as directed by the street commissioner.

(b) *Concrete or asphalt surface opening; refill standards.* The village issues a right-of-way permit which authorizes the opening and restoration of any concrete or asphalt surface on any public street or other public place in the village. The fee and a minimum street deposit shall be as provided in the village fee schedule; however, a greater amount may be determined by the village engineer to be required to ensure repair to the street. The following standards and specifications shall apply, in addition to all other applicable village regulations, to all concrete or asphalt surface openings:

(1) Openings in concrete surface and asphalt paved surface streets when permitted shall be saw cut in accordance with section 690 of the standard specifications.

(2) Trenches shall be backfilled with approved pit-run sand or gravel, tamped in place.

(3) A temporary patch shall be installed at time of construction and shall include removing all materials to a minimum depth of 14 inches for a minimum distance of two feet beyond the disturbed area of the trench. The trench shall be backfilled with three inches of crushed stone.

(4) A permanent patch shall be installed not sooner than 30 days after installation of temporary patch and not longer than 200 days after installation of temporary patch to a minimum depth of four inches and replacing same with four inches of asphalt to patch existing surface.

(5) All surfaces to be matched shall be saw cut and edges trimmed prior to installation of four inches asphalt surface.

(c) *Village engineer or street commissioner must approve permanent patches.* The village engineer or the street commissioner must approve the installation of the permanent patch.

Sec. 28-45. Culvert installation or repair permit.

(a) *New culvert without opening street surface.* The village issues a culvert permit for installation of new culverts on the same lot where the riding surface of the street will not be cut into or tunneled under, any person installing such culverts shall fill, grade, and restore the affected area in such manner that may be required by the street commissioner.

(b) *Replacement culvert without opening street surface.* The village also issues a culvert permit for replacement of an existing culvert where the riding surface of the street will not be cut into or tunneled under. Any person applying to replace an existing culvert shall install the culvert and restore the affected area as directed by the street commissioner.

Sec. 28-46. Street construction permit.

(a) *Performance bond required.* Each applicant to construct a new street in the village shall file a performance bond in an amount to be fixed by the village board, and with surety to be approved by the village board, conditioned to indemnify the village for any loss or damage resulting from the work undertaken.

(b) *Street construction standards.* Streets shall be constructed in compliance with the minimum street construction standards of this chapter and all other applicable street construction standards established by the village board.

Attachment A

Agreement for Installation of Non-Standard Driveway Access Apron in Right-of-Way

APPLICANT INFORMATION Last Name: _____ First Name: _____ Middle: _____ Property/Location Address: _____ Non-Standard Material: _____
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THIS AGREEMENT made this ____ day of _____, 20__, by and between the VILLAGE OF WIND POINT (hereinafter referred to as "Village"), and name(s) listed above, (hereinafter referred to as "Owner").

WHEREAS, Owner presently owns the property identified above, (the "Property"), which Property is within the corporate limits of the Village of Village of Wind Point; and

WHEREAS, Owner desires to install/construct a driveway access apron (hereinafter referred to as "Apron") consisting of a "non-standard" material identified above, which will be constructed in the Village's right-of-way; and

WHEREAS, the Village is willing to allow Owner to install/construct an Apron with "non-standard" material within the right-of-way without prejudice to the Village's right to have the Apron removed at a later date; and

WHEREAS, Owner understands that at any time the Village may require Owner to remove or may itself remove the aforesaid Apron from the right-of-way;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. The "Whereas" clauses set forth above are true and accurate and are hereby incorporated herein.
2. The Village hereby authorizes and allows Owner to encroach into the Village's right-of-way by the installation/construction of an Apron with "non-standard" materials, said construction to be in accordance with Village plans and specifications on file, or to be filed with and approved by the Village.
3. At any time the Village may require either the permanent or temporary removal of said Apron installed/constructed by Owner within the said right-of-way, and Owner both for themselves and their successors in interest in the Property agree that at such time as the Village requires either temporary or permanent removal of the aforesaid Apron, the Owner will do so promptly. Should the Village require the Owner to remove the aforesaid Apron and the Owner should fail to do so within thirty (30) days of a written request from the Village for a permanent removal, or within three (3) days of a written request for a temporary removal, the Village may remove the Apron and impose the cost of removal thereof as a lien against the Property. Such lien shall be on a parity or coequal with the lien of all state, county, district and Village taxes, superior in dignity to all other liens, titles and claims.
4. In the event of an emergency, the Village shall have the right to remove the Apron without notice to Owner and without any obligation or liability to Owner for damage to the Apron.
5. If at any time the Village removes the Apron to complete a street and street-related drainage capital improvement project within the Village's right-of-way, the Owner agrees that the Village may replace the Apron with standard material. Should the Owner prefer restoration with a "non-standard" Apron material at that time, the Owner shall apply for from the Village before undertaking installation/construction of such an Apron. Sharing of costs, if any, will be determined under Village capital improvement policies in force at the time of the removal.
6. To the fullest extent permitted by law, Owner, jointly and severally, hereby indemnifies and agrees to hold harmless the Village, its officers, agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the construction, location, and maintenance of the aforesaid driveway and access apron within the Village's right-of-way.
7. Owner understands and agrees that this encroachment into the right-of-way is for a permissive use only and that the placing of the driveway and access apron in the right-of-way shall not operate to create or vest any property rights in Owner.
8. This Agreement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

VILLAGE OF WIND POINT

Sign: _____
Date: _____

PROPERTY OWNER

Sign: _____
Date: _____

Attachment B

Agreement for Installation of Sprinkler System in Right-of-Way

OWNER INFORMATION

Last Name: _____ First Name: _____ Middle: _____
Property Address: _____

THIS AGREEMENT made this ____ day of _____, 20__, by and between the VILLAGE OF WIND POINT (hereinafter "Village"), and name(s) listed above, (hereinafter "Owner").

WHEREAS, Owner presently owns the property identified above, (hereinafter the "Property"), which Property is within the corporate limits of the Village of Village; and

WHEREAS, Owner desires to install/construct a private sprinkler system (hereinafter referred to as "Sprinkler") which will be constructed in the Village's right-of-way (hereinafter referred to as "ROW"); and

WHEREAS, the Village is willing to allow Owner to install Sprinkler within the ROW without prejudice to the Village's right to work within the ROW at any time and that the Owner accepts that such work may cause damage to the Sprinkler; and

WHEREAS, Owner understands that at any time the Village may require Owner to remove or may itself remove the aforesaid Sprinkler from the ROW;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. The "Whereas" clauses set forth above are true and accurate and are hereby incorporated herein.
2. The Village hereby authorizes and allows Owner to encroach into the Village's right-of-way by the installation/construction of a Sprinkler, the location of which shall be filed with the Village.
3. At any time the Village may require either the permanent or temporary removal of said Sprinkler installed/constructed by Owner within the said right-of-way, and Owner both for themselves and their successors in interest in the Property agree that at such time as the Village requires either temporary or permanent removal of the aforesaid Sprinkler, the Owner will do so promptly. Should the Village require the Owner to remove the aforesaid Sprinkler and the Owner should fail to do so within thirty (30) days of a written request from the Village for a permanent removal, or within three (3) days of a written request for a temporary removal, the Village may remove the Sprinkler and impose the cost of removal thereof as a lien against the Property. Such lien shall be on a parity or coequal with the lien of all state, county, district and Village taxes, superior in dignity to all other liens, titles and claims.
4. In the event of an emergency, the Village shall have the right to remove the Sprinkler without notice to Owner and without any obligation or liability to Owner for damage to the Sprinkler.
5. If at any time the Village removes the Sprinkler to complete a street and street-related drainage capital improvement project within the Village's ROW, the Owner agrees that the Village may remove and not replace the Sprinkler and that any subsequent installation of a Sprinkler by the Owner shall meet the then-current requirements of the Village.
6. To the fullest extent permitted by law, Owner, jointly and severally, hereby indemnifies and agrees to hold harmless the Village, its officers, agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the construction, location, and maintenance of the aforesaid driveway and access Sprinkler within the Village's right-of-way.
7. Owner understands and agrees that this encroachment into the right-of-way is for a permissive use only and that the placing of the Sprinkler in the right-of-way shall not operate to create or vest any property rights in Owner.
8. This Agreement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

VILLAGE OF WIND POINT

Sign: _____

Date: _____

PROPERTY OWNER

Sign: _____

Date: _____