



# PERMISSIBLE ENCROACHMENTS in CITY OF WARRENVILLE PUBLIC RIGHTS-of-WAY

A ROW Permit and Covenant Agreement are required for the construction or installation of all privately constructed and installed:

## 1) Permissible landscape improvements:

Any underground lawn sprinkler, tree, shrub, annual, perennial, ornamental/native grass, related landscape planting bed improvements, other than standard turf grass, planted or installed in the right-of-way by a private individual shall be allowable as permissible landscape improvements after applying for and complying with all applicable city approval requirements.

a) Design and construction requirements: The design of any landscape installation permitted and constructed in the right-of-way, shall comply with the following restrictions and requirements:

1. Lawn irrigation metering for existing one inch (1") water service with a 5/8" X 3/4" maximum water flow of twenty (20) gallons per minute (GPM) meter.
2. Meter\* must be installed before the existing domestic water meter in a location that is easily accessible.
3. A Ball valve must be installed prior to and immediately after the Reduced pressure Zone (RPZ). The ball valve installed before the water meter must have a locking device on it that accepts a standard padlock.
4. No irrigation is allowed to be installed beyond the sidewalk in the City Right-of-Way.

## 2) Permissible ornamental mailbox installations:

Nonstandard mailbox placed or constructed in the public right-of-way by a private individual after applying for a permit and complying with all applicable City approval requirements shall be allowable as permissible ornamental mailbox installations.

a) Permit requirements: No new ornamental mailbox installations shall be constructed in the right-of-way after March 31, 2009, until the required revocable right-of-way permit and covenant agreement and a building permit have been applied for by the adjacent property owner and issued by the City of Warrenville Community Development department.

b) Design and construction requirements: The design of any ornamental mailbox installation permitted and constructed in the right-of-way after March 31, 2009, shall comply with the following restrictions and requirements:

1. The maximum width of any face of the ornamental mailbox installation shall be twenty-eight inches (28").
2. The maximum height of the ornamental mailbox installation shall be five feet (5') measured from the adjacent road surface.
3. No electrical lighting shall be incorporated into any ornamental mailbox installation.

4. Reflectors shall be securely affixed to ornamental mailbox installations as required by the city building inspector and Public Works department.
5. All applicable design/installation criteria established by the local United States post office.

3) Permissible private parking encroachments:

A privately constructed and maintained parking pad adjacent to the roadway pavement in the City of Warrenville right-of-way shall be allowable as a permissible private parking encroachment, provided that the parking pad shall not be:

- a) Adjacent to a curbed street, or
- b) Adjacent to a roadway that is designated as a major arterial, minor arterial, or collector street in the Warrenville Land Use Plan, or
- c) Adjacent to a roadway with a pavement width of twenty four feet (24') wide or more, or
- d) Surfaces that are not paved (in accordance with the city requirements), or
- e) Which may, in the opinion of the Chief of Police or Public Works Superintendent, create a safety problem on existing improved areas in the right-of-way, unreasonably impact drainage in the immediate vicinity, or interfere with the maintenance of existing or planned utilities in the immediate vicinity, or
- f) On roadway rights-of-way where the City Council has adopted restrictions which prohibit private parking encroachments in such areas.

4) Permissible private driveways:

Driveways constructed by a private party on unimproved sections of public right-of-way (e.g., Townline Road right-of-way between Glen Drive South and Mignin Drive, etc.) shall be allowable as permissible driveway encroachments after applying for and complying with all applicable city approval requirements.

- 5) Deck/patios or shed (in a public utility easement only which is located on private property provided that written permission from all affected public utilities is filed with the city).
- 6) Encroachment Prohibited: It shall be unlawful for any person to erect or cause to be erected, to retain, or cause to be retained, any encroachment except a permitted encroachment (refer to City Code 7-2-2-A.1.-3.) or permissible encroachment within the limits of the public right-of-way.

A Landscape License and Covenant Agreement shall be required for all private Permissible Landscape Improvements located in the City of Warrenville Right-of-Way. (Title 7 Chapter 2 of the City Code)

**SUBMITTAL DOCUMENTS:**

- 1) Submit a completed *Application for Construction or Use* (Permit Application).
- 2) If application is submitted by someone other than the property owner, signed authorization by the property owner must be provided at time of application.
- 3) Submit three copies of plans, drawn to scale, including plan view, and elevation view drawings. Plans must be sufficiently detailed and dimensioned so as to clearly illustrate the scope of work, and must include information as to the size and type of materials to be used. with location of irrigation, landscaping, mailbox, or other structure designated with dimensions noted;

- 4) Picture, drawing, or description of sprinklers, plantings, tree, fence, mailbox, driveway, or other structure.
- 5) Completed [Revocable ROW Permit & Covenant Agreement](#) and/or [Landscape License and Covenant Agreement](#);

#### REQUIREMENTS:

- 1) Your Home Owners Association (HOA) rules and regulations may require approval before commencing work on this project. **It is the homeowner's responsibility to contact and secure all applicable HOA approval prior to commencing construction.**
- 2) If work commences prior to permit issuance, the **permit fee shall be doubled.** (Ord. 1992, 6-17-2002)
- 3) All plans submitted will be reviewed in the order they are submitted. Permit reviews are completed, on average, within 2 weeks of submittal. You will be contacted when your permit is ready for pick-up.
- 5) Name, address, phone number, email for all contractors (Not required if homeowner is doing the work them self) is required prior to permit issuance.
- 6) All required inspections are to be called in to the Community Development Department 24 hours in advance at 630,393.9050. A list of all required inspections is included on the code review applicant must read and sign prior to permit issuance.
- 7) Permit may become invalid if work does not begin within 180 days, or if work has been halted and no work has been performed for a period of 60 consecutive days.
- 8) It is the responsibility of the homeowner/contractor to arrange to have all underground utilities located before any digging. The number for J.U.L.I.E is 811. J.U.L.I.E requires 48 hours notice before digging.

#### REGULATIONS:

- 1) The ROW Permit & Covenant Agreement fee is thirty-five (\$50.00) dollars. This fee must be paid before permit issuance and is in addition to any applicable building permit fees. No work shall begin without a permit. **If work begins without a permit, permit fees will be doubled.**
- 2) It takes approximately one to two weeks to process permit applications and issue permit. You will be called when permit is ready for pick-up.
- 3) Any cutting of brick, stone, and/or concrete must be done using the "wet-saw" method, or under the protection of an enclosed tent that completely contains the air-borne particulates produced by cutting.
- 4) Once the ROW permit/covenant agreement is executed and approved by both the applicant and the property owner, the City will record this Agreement, at the expense of the owner, against the property in the Office of the DuPage County Recorder of Deeds.
- 5) **It is the responsibility of the homeowner/contractor on completion of the installation to call and arrange a final inspection with the Building Department. A**

minimum 24-hour notice is required when scheduling any inspection. The number to call is 630.393.9050.

**Hiring and working with contractor(s)...**

When hiring a contractor it is a good idea to get a written estimate, which includes the specific work to be performed, the time frame involved, and your cost.

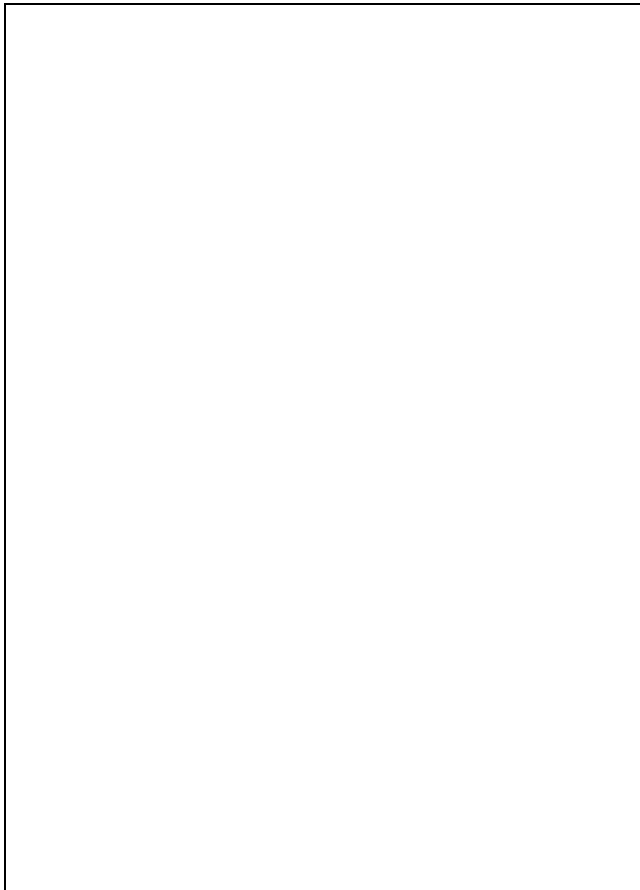
When making a payment request a detailed receipt of the work and materials you are paying for. It is also a good idea to request a waiver of lien in consideration for final and full payment. A final waiver of lien waives and releases the contractor's right to claim a lien for labor, services, or materials, furnished for the project.

*This pamphlet is to be used as a guide only.*

*There may be certain, specific, special requirements not indicated in this pamphlet.*

**AFTER RECORDING RETURN TO:**

City of Warrenville  
28 W 701 Stafford Place  
Warrenville, Illinois 60555  
C/O: Community Development Director



*Landscape License and Covenant Agreement:*

# \_\_\_\_\_

Property Address:

\_\_\_\_\_  
\_\_\_\_\_

P.I.N. \_\_\_\_\_

**CITY OF WARRENVILLE LANDSCAPE LICENSE AND COVENANT AGREEMENT**

THIS LANDSCAPE LICENSE AND COVENANT AGREEMENT (the "Agreement") is made and entered into by and between the legal title owner (the "Owner") of the property legally described below (the "Property") and the City of Warrenville (the "City") pursuant to Section 7-2-2.D of the City of Warrenville City Code, entitled "Landscape License Agreement."

**WITNESSETH:**

1. The Property which is subject to the terms, conditions and provisions of this Agreement is legally described as follows:

Legal Description:

P.I.N.

Common Address:

2. The Owner’s property described in paragraph 1 (hereinafter referred to as the “Subject Property”) is adjacent to right-of-way owned by the “City” (hereinafter referred to as the “ROW”). The Owner has requested that the City permit the Owner to install parkway trees, other landscaping improvements, and/or underground lawn irrigation improvements on the ROW and the City is willing to permit the aforesaid activities by the Owner, subject to the terms and conditions hereinafter set forth in this Agreement.
3. In consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, is agreed by and between the parties hereto, as follows:
  - A. The City hereby grants the Owner a license to go upon the ROW, which ROW is depicted on Exhibit A attached hereto and made a part hereof, for the following purposes only:
    - (i) To plant a street tree or install other acceptable landscaping improvements. Said plantings and related improvements shall strictly conform with the following criteria:
      - 1 All street trees planted in Right-of-Way shall be selected from a list approved by the City as species that are appropriate for planting within street Right-of-Way. Lists of currently approved and disapproved species are found in Table B-1, B-2 and B-3 of the Arboricultural and Open Space Manual. Additional species may be approved if they meet public safety and maintenance criteria appropriate for street trees, such as well-behaved root system (to minimize possible conflicts between roots and driveways, sidewalks and utilities), limb strength (to minimize falling branches), site lines (to not unduly obscure visibility for vehicular traffic) and robustness (to minimize the need for replacements). All trees for planting in the ROW shall include a standard one-year replacement warranty from the supplier.
      - 2 All landscaping and related improvements in the Right-of-Way shall be installed and maintained substantially in the locations specified on Exhibit A; the City and J.U.L.I.E. will be contacted before planting to get accurate locations for underground utilities. Unless otherwise approved by the Community Development Director and Public Works Superintendent, such trees shall not be planted closer than four feet (4’) from the tree centerline to any underground utility, curb, sidewalk or driveway.
      - 3 It is agreed that the City shall have no legal or financial responsibilities to maintain or replace any trees or other landscape improvements planted or installed in the Right-of-Way pursuant to this Agreement.

And/or

- (ii) Install and maintain private underground lawn irrigation improvements subject to the following requirements:
    - 1 The Owner shall execute a Lawn Irrigation Agreement Addendum
    - 2 The design and installation of any underground lawn irrigation shall comply with all applicable City and State permit and code requirements including, but not limited to, backflow prevention requirements.
- 4. Maintenance. The Owner shall maintain any and all materials planted or placed in the ROW pursuant to this Agreement according to acceptable industry standards, and as required by the City. This includes trimming of hazardous limbs and branches, removal of fallen branches, and removal of dead trees. The City shall have no legal or financial responsibility to maintain or replace the street trees, landscaping improvements, or underground lawn irrigation improvement. Owner shall be responsible for the removal of any landscaping or related improvements installed in the ROW pursuant to this permit if any such improvements are determined by the City to be poorly maintained, decaying or dead. Should the Owner fail to remove said improvements within 30 days after notice from the City, the City may remove said improvements and the Owner shall pay all expenses incurred by the City to complete said removal.
- 5. Hold Harmless Release Agreement. By executing this Agreement the City is granting the Owner permission to install trees, other landscape related improvements, and/or underground lawn irrigation improvements in the aforementioned ROW in the location indicated on Exhibit A. Such permission is subject to the Owner entering into this Agreement with the City. The Owner covenants and agrees that all improvements installed in the ROW pursuant to this agreement shall be installed in a good and workmanlike manner. The Owner shall indemnify, defend and hold the City harmless from any loss, cost, attorneys' fees, expense or damage, including all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained in connection with or arising from the installation of and maintenance of same on the ROW by the Owner.

The Owner specifically releases the City from any and all damages to the said improvements caused by the use of the ROW for the specified utility purposes and the construction, installation, maintenance, repair, reconstruction, or operation of the utilities and roadway therein. Notwithstanding the foregoing, the City and all other parties benefited by the ROW, in performing repairs, maintenance or other work respecting the roadway and utilities therein, shall exercise reasonable care to avoid damage to said improvements wherever practicable, and the indemnity and releases that are contained hereinabove shall not be applicable to any wanton or willful conduct by the City or other parties benefited by the ROW, as applicable.

- 6. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the Owner, the Owner's successors, assigns and grantees, and all parties claiming by through and under them. Enforcement of this Agreement may be sought by the City, by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision of this Agreement, wither to restrain violation, to compel affirmative action, or to recover damages, and, in the event the City is the prevailing party, the City shall be entitled to recover its attorney's fees and costs.

7. This Landscape License Agreement will become a permanent record in the file maintained by the City on the Property and shall be recorded, at the expense of the Owner, against the Property in the Office of the DuPage County Recorder of Deeds.
8. Any notice to the Owner under this Agreement shall be given to the last name and address shown on the most recent real estate tax bill issued by the County Treasurer. Any notice to the City under this Agreement shall be given to:  
City of Warrenville  
28W701 Stafford Place  
Warrenville, IL 60555  
Attention: Community Development Director  
  
Or to such other address at which the principal administrative offices of the City are located from time to time.
9. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed or caused the Agreement to be executed by their duly authorized officials.

Address: \_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_

\_\_\_\_\_  
Owner

Address: \_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_

\_\_\_\_\_  
Owner

CITY OF WARRENVILLE

\_\_\_\_\_  
Community Development Director



28W701 Stafford Place  
Warrenville, IL 60555

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that \_\_\_\_\_, personally

*(Owner)*

known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s) he signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

**AND RIGHT-OF-WAY LANDSCAPE IRRIGATION PLAN**

## LAWN IRRIGATION AGREEMENT ADDENDUM

According to the drawings submitted, a lawn sprinkler system is planned to be installed on your premises. The plans also show the sprinkler lines to be extended into the City Right-of-Way (ROW), installed in the parkway.

This is City of Warrenville property; sometime in the future the City may find it necessary to excavate the parkway where your lawn sprinkler is located. Because this is City property, the City cannot be held liable for the replacement, reconnection or reconstruction of any part of your lawn sprinkler system installed in the City ROW.

Also, sometime in the future, it may be necessary for other utility companies to excavate in the ROW. These companies cannot be held liable for replacement, reconnection or reconstruction of the sprinkler system that is installed within the ROW.

This agreement shall be binding upon the Owner and all successor Owners of the property and such successors should be informed of such. I/we hereby covenant and agree that the installation of the lawn irrigation system shall be subject to all the terms and conditions of this Addendum and the associated Landscape License and Covenant Agreement, which is incorporated by reference herein.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

CITY OF WARRENVILLE  
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. 2498

**ORDINANCE AMENDING CERTAIN PROVISIONS OF TITLE 7, CHAPTER 2 OF  
THE WARRENVILLE CITY CODE RE RIGHT-OF-WAY ENCROACHMENTS**

WHEREAS, the City of Warrenville has previously adopted regulations governing encroachments on public rights-of-way; and

WHEREAS, the Mayor and City Council of the City of Warrenville believe and hereby declare that it is in the best interests of the City to amend said regulations as hereinafter provided:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WARRENVILLE, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby adopted as findings of fact as if said recitals were fully set forth herein.

SECTION TWO: Section 7-2-2 of Title 7, Chapter 2 of the Warrenville City Code shall be and is hereby amended in its entirety so that said Section 7-2-2 shall hereafter be and read as follows:

**7-2-2: ENCROACHMENTS ON PUBLIC RIGHTS OF WAY:**

A. Definitions:

**ENCROACHMENT**: Any building, parking pad, driveway, standard and ornamental mail box structure, sidewalk, fence, sign, tree, landscape improvement, or any other structure or object of any kind (with the exception of utility improvement, sidewalk, streetlight, traffic control device, tree, landscape, retaining wall, or sign installed by a public body and all facilities covered by Title 7 Chapter 5 of the City Code), which is placed, located or maintained in, on, under or over any portion of the right of way.

PERMISSIBLE ENCROACHMENT: All privately constructed and installed:

1. Permissible Landscape Improvements.
2. Permissible Ornamental Mail Box Installations
3. Permissible Private Parking Encroachments
4. Permissible Private Driveways.

PERMITTED ENCROACHMENT: Permitted encroachment shall mean:

1. Standard private driveways and related culvert improvements constructed in accordance with all applicable City permit and design requirements in effect at the time of driveway construction or expansion.
2. Standard Mailbox Installations installed in accordance with Subsection C.2 hereof.
3. Permitted /Sign Encroachments.

PUBLIC RIGHT OF WAY: Those areas existing or acquired by dedication easement or by fee simple by a public body for highway, pedestrian, bicyclist purposes/

- B. Encroachment Prohibited: It shall be unlawful for any person to erect or cause to be erected, to retain or cause to be retained, any encroachment except a Permitted Encroachment or Permissible Encroachment within the limits of the public right of way.
- C. Permitted encroachments: The following encroachments upon the public right of way shall be allowed as Permitted Encroachments:
1. Standard private driveways: vehicular access driveway improvements constructed in the improved section of right of way to connect the driveway improvements on private property to the adjacent public road in accordance with all applicable City permit and design requirements in effect at the time of construction or expansion.
  2. Standard mailboxes installed in accordance with the applicable design criteria established by the local United States Post Office and with the following safety standards. Standard Mailbox installations shall (i) be constructed to promote breakaway, bending or otherwise yield in order to minimize damage and harm to motor vehicles and their occupants in the event of a collision or impact with the support and (ii) utilize one of the following support structures or such other

similar structure as may be approved by the Community Development Director or his designee as comparably safe:

- a. Wooden post (minimum of 4" x 4" and a maximum of 6" x 6").
  - b. Light gauge hollow cast iron, galvanized steel or painted steel pipe (maximum of 3" diameter).
3. Any existing awning, marquee, advertising sign or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is a sidewalk extending to the building line and which does not impair the free and safe flow of traffic on the highway. The permissive retention of overhanging signs is not to be construed as being applicable to those signs supported from poles constructed outside the right of way line and not confined by adjacent buildings. The sign encroachment must be in existence as of March 31, 2009 to be treated as a Permitted Sign Encroachment hereunder.
- D. General Requirements for All Permissible Encroachments: No Permissible Encroachment shall be installed or maintained in the public right of way unless the encroachment complies with the general requirements of this subsection and with the particular requirements of subsections E through H, as applicable to the specific encroachment type.
1. Revocable Right of Way Permit and Covenant Agreements:
    - a. Requirements: A Revocable Right of Way Permit and Covenant Agreement shall be required for all Permissible Encroachments located in City of Warrenville Right of Way except Permissible Landscape Improvements. Said Revocable Right of Way Permit and Covenant Agreement shall set forth the description of encroachment, location of encroachment, and owner/responsible party for encroachment. Revocable Right of Way Permit and Covenant Agreements shall be in the form periodically approved by the Warrenville City Council.
    - b. Review and Processing: Revocable Right of Way Permit and Covenant Agreement Applications shall be submitted to and processed by the Community Development Department in conjunction with the input and authorization of the Public Works and Police Departments, as applicable. The Community Development Director or his designee shall be responsible for the final approval, issuance and recording of all Revocable Right of Way Permits and Covenant Agreements that comply with all applicable City codes, ordinances and requirements. Approved and Applicant executed Revocable Right of Way Permit and Covenant Agreements shall be recorded against the Applicant's parcel of property in the Office of the Recorder of Deeds, DuPage County, as a permanent

record of the hold harmless, insurance, and maintenance obligations that will be assumed by the current and future owner of the Applicant's parcel.

- b. Fees: The review and processing fee for all Revocable Right of Way Permit and Covenant Agreement applications shall be \$35.00 and shall be in addition to any applicable building permit fees. The Applicant shall also be responsible for reimbursing the City for all DuPage County fees associated with the recordation of an approved and executed Revocable Right of Way Permit and Covenant Agreement.

2. Landscape License and Covenant Agreements:

- a. Requirements: Landscape License and Covenant Agreements shall be required for all private Permissible Landscape Improvements located in City of Warrenville Right of Way. Landscape License and Covenant Agreements shall set forth the description of encroachment, location of encroachment, and owner/responsible party for encroachment. Landscape License and Covenant Agreements shall be in the form periodically approved by the Warrenville City Council.
- b. Review and Processing: Landscape License and Covenant Agreement applications shall be submitted to and processed by the Community Development Department in conjunction with the input and authorization of the Public Works Departments. All work authorized pursuant to an approved Landscape License and Covenant Agreement shall be performed in compliance with all applicable City of Warrenville codes, ordinances and policies including but not limited to the Zoning Ordinance, Plumbing Code and the Arboriculture and Open Space Manual. The Community Development Director or his designee shall be responsible for the final approval, issuance and recording of all Landscape License and Covenant Agreement that comply with said requirements. All approved and Applicant executed Landscape License and Covenant Agreements shall be recorded against the Applicant's parcel of property in the Office of the Recorder of Deeds, DuPage County, as a permanent record of the hold harmless, insurance, and maintenance obligations that will be assumed by the current and future owned of the Applicant's parcel.
- c. Fees: The review and processing fee for all Landscape License and Covenant Agreement applications shall be \$35.00 and shall be in addition to any applicable building permit fees. The Applicant shall also be responsible for reimbursing the City for all DuPage County fees associated with the recordation of an approved and executed Landscape License and Covenant Agreement.



E. Permissible Ornamental Mailbox Installations: Non-standard mailbox installations placed or constructed in the public right of way by a private individual after applying for a permit and complying with all applicable City approval requirements shall be allowable as Permissible Ornamental Mailbox Installations.

1. Permit Requirements: No new Ornamental Mailbox Installations shall be constructed in the right-of-way after March 31, 2009 until the required Revocable Right of Way Permit and Covenant Agreement AND a Building Permit has been applied for by the adjacent property owner and issued by the City of Warrenville Community Development Department.

2. Design and Construction Requirements: The design of any Ornamental Mailbox Installation permitted and constructed in the right-of-way after March 31, 2009, shall comply with the following restrictions and requirements:

a. The maximum width of any face of the Ornamental Mailbox installation shall be 28 inches.

b. The maximum height of the Ornamental Mailbox Installation shall be five feet measured from the adjacent road surface.

c. No electrical lighting shall be incorporated into any Ornamental Mailbox Installation.

d. Reflectors shall be securely affixed to Ornamental Mailbox Installations as required by the City Building Inspector and Public Works Department.

e. All applicable design/installation criteria established by the local United States Post Office.

F. Permissible Private Parking Encroachment: A privately constructed and maintained parking pad adjacent to the roadway pavement in the City of Warrenville right of way shall be allowable as a Permissible Private Parking Encroachment, provided that the parking pad shall not be:

1. Adjacent to a curbed street, or

2. Adjacent to a roadway that is designated as a major arterial, minor arterial or collector street in the Warrenville Land Use Plan, or

3. Adjacent to a roadway with a pavement width of twenty four feet (24') wide or more, or

4. Surfaces that are not paved (in accordance with City requirements), or

5. Which may, in the opinion of the Chief of Police or Public Works Superintendent, create a safety problem on existing improved areas in the right of way, unreasonably impact drainage in the immediate vicinity, or interfere with the maintenance of existing or planned utilities in the immediate vicinity, or
  6. On roadway rights of way where the City Council has adopted restrictions which prohibit private parking encroachments in such areas.
- G. Permissible Driveway Encroachment. Driveways constructed by a private party on unimproved sections of public right of way (e.g., Townline Road right of way between Glen Drive South and Mignin Drive, etc.) shall be allowable as Permissible Driveway Encroachments after applying for and complying with all applicable City approval requirements.
- H. Permissible Landscape Improvements. Any underground lawn sprinkler, tree, shrub, annual, perennial, ornamental/native grass, related landscape planting bed improvements, other than standard turf grass, planted or installed in the right of way by a private individual shall be allowable as Permissible Landscape Improvements after applying for and complying with all applicable City approval requirements.
- I. City Reimbursement for Mailbox Damage. The City will reimburse the owner of a mailbox damaged by a City snowplow or from any other City utility or road work up to a MAXIMUM of \$100.00 upon receipt of a sales receipt or invoice showing the actual costs incurred by the mailbox owner for repair or replacement of a City damaged mailbox.
- J. Additional Provisions. This section is intended to and shall be in addition to all other ordinances, rules and regulations concerning encroachments and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict therewith.
- K. Labor Dispute Exemption: Notwithstanding anything to the contrary set forth in this section, signs, tents or temporary shelters used by picketers in conjunction with a labor dispute, pursuant to the terms and conditions of 820 Illinois Compiled Statutes 5/1.4, shall be permitted to the extent provided by said statute.
- L. Violations. Any person violating this section shall be fined not less than seventy five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

SECTION THREE: Except as expressly amended herein, the remaining provisions of Chapter 2 of Title 7 of the Warrenville City Code are hereby ratified and affirmed and shall remain in full force and effect.

SECTION FOUR: Any policy, resolution or ordinance of the City that conflicts with the provisions of this ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION FIVE: This Ordinance shall take effect after its passage and approval in the manner provided by law.

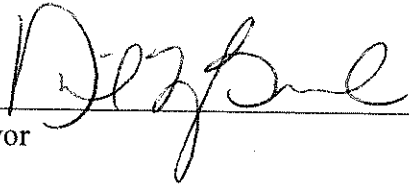
PASSED THIS 6th day of April, 2009.

AYES: Ald. Aschauer, Leonard, Weidner, Bevier, Wiesbrock, Barry, Halley, Schultz

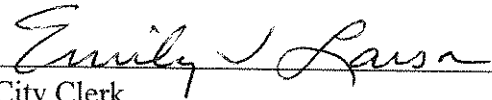
NAYS: None

ABSENT: None

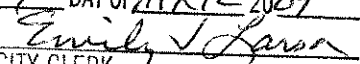
APPROVED THIS 7th day of April, 2009.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

LKLA139335WREV\3/26/09

PUBLISHED IN PAMPHLET FORM BY  
AUTHORITY OF THE CITY COUNCIL  
OF THE CITY OF WARRENVILLE,  
DUPAGE COUNTY, ILLINOIS, THIS  
7 DAY OF APRIL 2009  
  
\_\_\_\_\_  
CITY CLERK

# CITY OF WARRENVILLE ILLINOIS

## APPLICATION FOR CONSTRUCTION OR USE

FILL ALL APPLICABLE BLANKS FURNISH ALL SUPPORTING PLANS & DOCUMENTS

Date \_\_\_\_\_ Permit # \_\_\_\_\_

Applicant\* \_\_\_\_\_ Applicants Address \_\_\_\_\_

\*If application is submitted by someone other than the property owner, signed authorization by the property owner must be provided at time of application.

Owners \_\_\_\_\_ Site Address \_\_\_\_\_

Parcel # \_\_\_\_\_ Subdivision \_\_\_\_\_ Floodplain on Property?  Yes  No

### PERMIT IS HEREBY REQUESTED FOR CONSTRUCTION OF THE FOLLOWING

Addition or Remodel	New	# of Units		BOND DEPOSIT	OFFICE USE ONLY	PERMIT FEE
			FAMILY RESIDENCE		BUILDING	
			COMMERCIAL		ELECTRICAL	
			MANUFACTURING		PLUMBING	
			SIGN		ELEVATOR	
			ACCESSORY STRUCTURE		SIGN	
			POOL		PLAN REVIEW	
			ELECTRICAL		GRADING	
			PLUMBING		DEMOLITION	
			WRECKING		CERT OF OCC	

**GENERAL CONTRACTOR** \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

**ELECTRICIAN\*** \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ License # \_\_\_\_\_ Municipality \_\_\_\_\_

Bond # \_\_\_\_\_ Date \_\_\_\_\_ Company \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

BOND \_\_\_\_\_

WATER/SEWER CONNECT \_\_\_\_\_

GRAND TOTAL \$ \_\_\_\_\_

\* Electricians must be registered with the city of Warrenville to work in the city of Warrenville.

Rooms	Bathrooms	Basement	Garage	Heating Unit	Air Cond	New Service	Service Rev	Range	Dryer	Sign	Outlets	Fixtures	Switches

**ROOFING CONTRACTOR** \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ License # \_\_\_\_\_

**PLUMBER** \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ License # \_\_\_\_\_

Toilets	Lavatories	Kit Sink	Dishwasher	Bar Sink	Auto Wash	Tub/Shower	Lndry Tray	Fir Drains	Drnk Fount	Wash Fount	Urinals	Ttl Sq Ft	

**SIGNATURE OF APPLICANT** \_\_\_\_\_

VALUE of Construction (Your Cost) \$ \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Zoning Officer \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

Issued by \_\_\_\_\_ Date \_\_\_\_\_

CONDITIONS \_\_\_\_\_

See Code Review for Conditions of Permit



# CITY OF WARRENVILLE

## AUTHORIZED AGENT *CONSTRUCTION OR USE PERMIT* CONSENT FORM

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### Property Owner Information...

Property Address \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_

e-mail Address \_\_\_\_\_

Address \_\_\_\_\_

I Hereby Authorize \_\_\_\_\_

To Apply for Permit For: Addition Build-Out Commercial  
(check all that apply) Deck/Patio/Porch/Gazebo/Breezeway Driveway Electric  
Fence HVAC Plumbing Pool Remodel  
Roof SFR Other \_\_\_\_\_

Property Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

*By executing this document the Property Owner acknowledges his/her understanding that (i) the City typically attaches specific conditions and requirements to building permits it issues, and (ii) the property owner is ultimately responsible to insure that all applicable City permit and inspection fees are paid, all required City inspections are requested and performed, and all specific building permit conditions and requirements are complied with.*

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### Authorized Agent Information...

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Company Name \_\_\_\_\_

e-mail Address \_\_\_\_\_

Address \_\_\_\_\_

Print Name of Person Receiving Permit \_\_\_\_\_

Authorized Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

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CDD Rep Signature \_\_\_\_\_ Date \_\_\_\_\_

Building Permit # \_\_\_\_\_