City of St. Charles
Driveway, Right-of-Way, or Street Cut Permit

Building & Code Enforcement Division
2 East Main Street
St. Charles IL 60174
630.377.4406 (Office)
http://www.stcharlesil.gov

Please direct any and all questions to the City of St. Charles Building and Code Enforcement Division: Monday through Friday (8 AM to 4:30 PM) at 630.377.4406

A building permit is required prior to any work being done in the right-of-way; including streets cuts, the installation or replacement of a driveway, or the installation of a brick/stone enclosed mailbox. The following are guidelines and comments for obtaining a building permit.

Check List for Submittal of Application:

- ❒ **A Building Permit Application** is to be completely filled out and submitted to the Building & Code Enforcement Division. Email submissions are not accepted.
- ❒ **Two (2) copies of the plat of survey.** Highlighting the area in which the work is being conducted.
- ❒ **Two (2) copies of the details of the proposed work - the following information is required:**
  - **The width of the Driveway at the sidewalk and at the Curb.**
  - **The thickness of the paving in the private driveway area and in the approach area.**
- ❒ **A copy of a Permit Bond or Performance Bond in the amount of $10,000 with the City of St. Charles listed as beneficiary.**
- ❒ **An original copy of a Certificate of Liability Insurance with special provisions listing the City of St. Charles as additional insured.**
- ❒ **Permit Fees: All payments are to be made by check, cash, or credit card (credit cards must be presented in our office.)** A filing fee is to be paid at time of submission of the application.
  - **Driveway permits and ROW permits - $80.00 dollars**
  - **Recording Fees - $80.00 in Kane County or $67.00 in Dupage County.**
- ❒ If you are using Non-standard pavement such as paving bricks, stamped concrete, colored concrete or stamped asphalt, you are required to submit a **Covenant Running with the Land** form. This form is included in this packet and will need to be signed by the property owner and notarized. A notary is available in our office.
- ❒ If you are installing a mailbox surrounded by a brick/stone enclosure ("Non-Standard Mailbox"), you are required to submit a **Covenant Running with the Land** form. This form is included in this packet and will need to be signed by the property owner and notarized. A notary is available in our office.

****Incomplete permit submittals will not be accepted. This includes payment of fees.**

* **PLEASE NOTE**: For your convenience, the City will record the Covenant of Running with the Land on your behalf. The **Kane County Recording Fee, currently**

$80.00, which is paid to our office along with the permit fee. If your property is located within **Dupage County, the current recording fee due is $67.00**

Building Codes:

The following are the Building Codes, which the City of St. Charles has adopted:

- St. Charles Municipal Code
- 2020 Nat'l Electrical Code w/amendments
- 2021 Int'l Residential Code/amendments

Call (630) 377-4406 to schedule Building Inspections at least 24-48 hours before the inspection is needed. Inspections will be scheduled based on availability.

Call J.U.L.I.E. (811) or (800) 892-0123 Before you Dig – Prior to any digging to locate any underground utilities.

General Comments:

- All construction must be in accordance with the "Manual on Uniform Traffic Control Devices" (current edition).
- All construction must be in accordance with the St. Charles Municipal Code, the City of St. Charles Engineering Design and Inspection Policy Manual (current edition), the Illinois Department of Transportation "Standards Specifications for Road and Bridge Construction" (current editions) and all final "Supplemental Specifications" published as of the date of this permit.
- **Call (630) 377-4406 to schedule Building Inspections at least 24-48 hours before the inspection is needed. Inspections will be scheduled based on availability.**
- **Call J.U.L.I.E. (811) or (800) 892-0123 Before you Dig – Prior to any digging to locate any underground utilities.**

PLEASE NOTE: Underground traffic signal utilities are NOT located when contacting J.U.L.I.E. When working near traffic signals or suspected underground traffic signal utilities, please contact the City for the current contractor's contact information.

09.2023

COVENANT RUNNING WITH THE LAND – RECORD

THE DECLARATION OF COVENANTS made this _____ day of _____, 20____, by _____ (individually or collectively, the "Declarant(s)");

WITNESSETH THAT

WHEREAS, the Declarant(s) is/are the owner(s) in fee simple of certain real estate (the "Property") in St. Charles, Illinois, legally described as follows:

_____

_____

Parcel Number: _____
Commonly known as: _____

WHEREAS, the City of St. Charles ("City") regulates the public rights-of-way within its boundaries; and

WHEREAS, the Declarant(s) wish to install a:

(Please check appropriate improvement being installed)

- ☐ **Private Service Walk**
- ☐ **Non- Standard Pavement**
- ☐ **Under Pavement Heating System**
- ☐ **Underground Sprinkling System**
- ☐ **Non-Standard Mailbox**

in a public right-of-way; and

WHEREAS, the City is willing to allow such installation pursuant to the terms and conditions set forth in this Declaration.

NOW, THEREFORE, THE DECLARANT(S) DECLARE AS FOLLOWS:

1. The Declarant(s), their assigns and successors in title hereby shall install the afore-identified improvement in full compliance with the laws, ordinances, resolutions, rules and regulations of the City of St. Charles, Kane County, the State of Illinois or any other governmental unit or agency having jurisdiction, applicable thereto as amended from time to time. The afore-identified improvement shall be constructed and installed by the Declarant(s) at their expense and in strict accordance with plans and specifications that must be submitted and approved by the Development Engineering Department prior to the commencement of any construction and/or installation.
2. Upon construction and installation or removal of the afore-identified improvement, the Declarant(s) shall restore the surrounding area to its original condition immediately prior to construction and installation or removal. In the event the Declarant(s) do not restore the surrounding area, the City may restore the surrounding area and charge the costs thereof to the Declarant(s). Any such expense incurred by the City in connection with this paragraph shall create a lien against the Property.
3. The Declarant(s) and their assigns and successors in title hereby agree to and do hereby release the City, its officers, agents and employees from any obligation as a result of damages to the afore-identified improvement which may occur in the course of the installation, removal, maintenance or repair of any utility within said right-of-way, or as the result of street construction/repair, snow removal, or street cleaning by the City.

4. The Declarant(s), their assigns and successors in title hereby agree to indemnify and hold the City of St. Charles and the public utilities which are from time to time authorized to use said easements and public rights-of-way, and both groups' officers, agents and employees, harmless from any damages, injuries, and costs including damages to the utility equipment or public right-of-way, occasioned by the installation, maintenance, location, repair of the afore-identified improvement, said costs to include attorney fees and costs of litigation.
5. The Declarant(s), their assigns and successors in title hereby agree to indemnify and hold the City, its officers, officials, employees and agents harmless from any and all claims and causes of action (including, but not limited to, those brought, asserted or alleged by third parties), and liabilities or expenses, including judgments, costs and damages, and including any and all attorney's fees and costs incurred by the City, alleged to have occurred from the installation, construction, repair, maintenance, continued existence, or removal of the afore-identified improvement.
6. The afore-identified improvement shall at all times remain the property of the Declarant(s) and the City shall not be responsible for the continued maintenance or repair of the afore-identified improvement; provided, however, should the Declarant(s) fail to properly maintain or repair the afore-identified improvement, the City may at its option, perform the required maintenance or repairs and charge the Declarant(s) the costs and expenses incurred therein. Any such expense incurred by the City in connection with this paragraph shall create a lien against the Property.
7. This Declaration shall not give rise to any right of ownership in the City right-of-way to the Declarant(s); said right-of-way shall continue to be a public property held by the City in trust for the general public.
8. The afore-identified improvement shall be constructed, installed, maintained and used so as to not interfere with either the public use of the City right-of-way or the rights of abutting and adjoining land owners.
9. Should the City determine, in its sole discretion, that the afore-identified improvement should be removed, the Declarant(s), at their expense, shall remove the afore-identified improvement. If the Declarant(s) fail to do so within twenty one (21) days from notice of the City's determination the City may at its option, remove the afore-identified improvement and charge the Declarant(s) the costs and expenses incurred therein. Any such expense incurred by the City in connection with this paragraph shall create a lien against the Property.
10. Declarant(s) understand and agree that the City, public utilities and/or cable television companies, and their successors and assigns, may also have certain rights in, over, under, upon or across the City right-of-way and that this Declaration does not affect or diminish the rights of those parties and that the construction, installation, repair, maintenance and/or use of the afore-identified improvement will not affect or diminish such rights.
11. Prior to installing the afore-identified improvement, the Declarant(s) shall deliver to the City a recorded copy of this Declaration.
12. This Declaration shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.
13. The provisions of this Declaration shall be enforceable by the City and any costs related to such enforcement, including attorney fees and court costs, shall be paid by the Declarant(s).
14. This Declaration shall not be terminated or modified without the written consent of the City.

This instrument prepared by:
City of St. Charles, 2 East Main Street, St. Charles IL 60174-1984

IN WITNESS WHEREOF, the undersigned have executed this Declaration at_____, Illinois

_____ _____

Print Full Name Print Full Name

_____ _____

Property Owner's Signature Property Owner's Signature

STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State of Illinois, do hereby certify that_____, personally known to me to be the same person(s) whose name(s) is/are subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of_____, 20_____.

_____
NOTARY PUBLIC

THIS DOCUMENT IS TO BE RETURNED TO:

City of St. Charles
Attn: Building & Code Enforcement
Two East Main Street
St. Charles, IL 60174
Phone: 630-377-4406

CITY OF ST CHARLES

Application for Driveway, Right-Of-Way or Street Cut Permit
Department: Building & Code Enforcement Division
Phone: (630) 377-4406

Application Date:_____ **Permit No.**_____

PLEASE PRINT ALL INFORMATION

I, _____, do hereby apply for a permit for the following described work

located at _____ **Estimated Cost:**_____

Description of proposed work: _____
I hereby apply for a permit to conduct the following: (check all that apply)

□ **Private Driveway** □ **Right-Of-Way** □ **Street Cut** □ **Public Sidewalk**

Check List for Submittal of Application:

- ❒ Building Permit Application – Completely Filled Out. Email submissions are not accepted.
- ❒ Two (2) copies of the plat of survey highlighting the area in which the work being conducted.
- ❒ Two (2) copies of the details of the proposed work - the following information is required:
  - The width of the Driveway at the sidewalk and at the Curb.
  - The thickness of the paving in the private driveway area and in the approach area.
- ❒ From the Contractor - a Permit Bond or Performance Bond in the amount of $10,000 with the City of St. Charles listed as beneficiary.
- ❒ From the Contractor - a Certificate of Liability Insurance with special provisions listing the City of St. Charles as additional insured.
- ❒ If you are using Non-standard pavement such as paving bricks, stamped concrete, colored concrete or stamped asphalt, or installing a mailbox with a brick/stone enclosure the property owner is required to complete the attached Covenant Running with the Lane. **A $80.00 Kane County Recording fee will be due in addition to the permit fee. If the property is located in Dupage County, a $67.00 Recording fee will be due.**
- ❒ Submittal fee of **$80.00**, by cash or check or credit card (in office only) payable to the City of St. Charles to be submitted with the application.
  ***Applications missing submittal items will not be accepted.**

Owner of the Property:

Name:_____

Address:_____

City/State/Zip Code:_____

Telephone NO._____

Email:_____

Applicant:

Name:_____

Address:_____

City/State/Zip Code:_____

Telephone NO._____

Email:_____

General Contractor:

Name:_____

Address:_____

City/State/Zip Code:_____

Telephone NO._____

Email:_____

Contractor:

Name:_____

Address:_____

City/State/Zip Code:_____

Telephone NO._____

Email:_____

I, the undersigned, certify that if a permit is issued to me, I will comply with all applicable ordinances of the City of St. Charles and shall perform all work, or cause all work to be performed according to the provisions of said ordinances; the Illinois Department of Transportation "Standard Specifications" for Road and Bridge Construction" (current editions), and all final "Supplemental Specifications" published as of the date of this permit. I, or my agent, shall personally supervise the work and shall do, or cause to have done, said work according to plans, specifications and other written information supplied as a part of this application. I am familiar with the applicable ordinances and the provision thereof and in signing this application do willingly become responsible for all work accomplished under the permit by all contractors, tradesmen and workmen, and shall call for inspections as required at a minimum of 24-hours before they become due.

PRINT NAME: _____ SIGNATURE _____

REPORT OF THE BUILDING OFFICIAL

Signed:_____

08.2023