

CITY OF PAXTON, ILLINOIS
DIRECTIONAL BORING PERMIT

PERMITTEE INFORMATION

Name: _____

Address: _____

City/State/ZIP: _____ Phone: _____

Business Address (if different from above): _____

City/State/ZIP: _____ Phone: _____

Date(s) Permit Sought For: _____

Location: _____

This Permit Application is executed and entered into by and between the individual/entity identified above ("Permittee") and the City of Paxton ("City"), to authorize the Permittee to conduct Directional Boring, as that term is defined within Chapter 99 of the City's Code of Ordinances, at the location identified above, subject to the terms and conditions contained herein.

By the authority vested in me under Chapter 99 of the City of Paxton's Code of Ordinances, I declare that this permit is (circle one):

APPROVED

DENIED

for the date identified herein and shall be effective upon that date and shall expire upon completion of the Directional Boring being so permitted or not more than fourteen days after the date identified herein, whichever is sooner. This determination is subject to the Permittee's agreement and acceptance of the terms and conditions herein. By signing the appropriate space below, the Permittee hereby accepts and agrees to be bound by the terms and conditions contained in this Permit.

PERMITTEE:

CITY:

By: _____
Its Duly Authorized Representative

By: _____
Its Duly Authorized Representative

Date: _____

Date: _____

TERMS AND CONDITIONS OF DIRECTIONAL BORING PERMIT

1. That the Permittee is required to pay a permit fee of \$100.00, which is non-refundable and must be paid before issuance of any Permit.
2. That Directional Boring can only be performed in the City between the hours of 7:00 am and 8:00 pm, **Monday through Thursday, excluding any legal holidays**. See Section 99.16(D) of the City's Code of Ordinances.
3. That the Permittee may only engage in Directional Boring if this Permit Application is stamped as approved by the City and is signed by the Mayor of his or her designee.
4. That the Permittee has authorized the City to incur any and all necessary expenses to obtain third-party review of the Permit Application as the City, in its sole and exclusive discretion, deems necessary, and that the Permittee agrees to reimburse the City for its actual cost of such review upon demand.
5. To the fullest extent permitted by law, Permittee expressly waives, releases, covenants not to sue and shall indemnify, defend and hold the City, its past, present and future officials (whether elected or appointed), officers, employees, volunteers, insurers, directors, agents, representatives, attorneys, independent contractors, successors or predecessors, and any other party in any way related to the City, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs, expenses (including reasonable attorney's fees and court costs) and damages (whether actual or punitive) of any kind related to or arising from death, injury or damage to persons or property that occurred or are alleged to have occurred in whole or in part in connection with the conduct of Directional Boring or are in any way related to this Permit.
6. That the Permittee will cause the location of the Directional Boring to be clearly marked in a manner that will permit the Mayor or his or her designee to understand the location upon which the Directional Boring will take place.
7. Permittee acknowledges that they are competent, of lawful age, and has legal authority to enter into this Permit and executes this Permit as a free and voluntary act.
8. That the information contained in this Permit Application is true, complete, and accurate, to the best of the Permittee's knowledge and belief, and if the information contained in this Permit Application is later found to be incomplete, the Permittee agrees to cease performing all work under this Permit until permitted to complete work by the Mayor or his or her designee.