



# City of Galena, Illinois

## AGENDA

### REGULAR CITY COUNCIL MEETING

MONDAY, MARCH 13, 2017

6:30 P.M. – CITY HALL 101 GREEN STREET

ITEM	DESCRIPTION
17C-0082.	Call to Order by Presiding Officer
17C-0083.	Roll Call
17C-0084.	Establishment of Quorum
17C-0085.	Pledge of Allegiance
17C-0086.	Reports of Standing Committees
17C-0087.	Citizens Comments <ul style="list-style-type: none"> <li>• Not to exceed 15 minutes as an agenda item</li> <li>• Not more than 3 minutes per speaker</li> <li>• No testimony on zoning items where a public hearing has been conducted</li> </ul>

### PUBLIC HEARINGS

None.

### LIQUOR COMMISSION

None.

### CONSENT AGENDA CA17-4

ITEM	DESCRIPTION	PAGE
17C-0088.	Approval of the Minutes of the Regular City Council Meeting of February 27, 2017	4-8
17C-0089.	Approval of Addition of John Golden, Company "F" of the 96 <sup>th</sup> Illinois Infantry, to the Civil War Veterans Memorial in Grant Park	9-16
17C-0090.	Acceptance of January 2017 Financial Report	--

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

ITEM	DESCRIPTION	PAGE
17C-0091.	Discussion and Possible Action on a Resolution Designating the City of Galena, Illinois as a “Welcoming City”	17-18
17C-0092.	First Reading of an Ordinance Titled, “Establishing the Cable/Video Service Provider Fee and Adopting the Cable and Video Customer Protection Law”	20-25
17C-0093.	First Reading of an Ordinance Titled’ “Establishing Standards for the Construction of Facilities on the Rights-of-Way”	26-58
17C-0094.	Discussion and Possible Action on Change Order #2 for Downtown Sidewalk Replacement Project	59-62
17C-0095.	Discussion and Possible Action on a Contract for the Franklin Street Drainage Structure Replacement Project	63
17C-0096.	Discussion and Possible Action on a Contract for the Replacement of the Fire Department Driveway	64-65
17C-0097.	Discussion and Possible Action on Restroom Facilities at Gateway Park	66
17C-0098.	Discussion and Possible Action on Renewal of the Janitorial Contract for the Public Works Building	67-70
17C-0099.	Discussion and Possible Action on Renewal of the Janitorial Contract for Turner Hall	71-73
17C-0100.	Discussion and Possible Action on Renewal of the Janitorial Contract for City Hall and Park Restrooms	74-83
17C-0101.	Discussion and Possible Action on Bidding the Janitorial Contract for the Market House Public Restrooms	84-101
17C-0102.	Discussion and Possible Action on Request by the Blackhawk Area Council of the Boy Scouts of America for Camping on the Riverfront	102

ITEM	DESCRIPTION	PAGE
17C-0103.	Warrants	103-109
17C-0104.	Alderspersons' Comments	
17C-0105.	City Administrator's Report	
17C-0106.	Mayor's Report	
17C-0107.	Motion for Executive Session Including: <ul style="list-style-type: none"> <li>• Section 2 (c) (2) – Collective negotiating matters and deliberations concerning salary schedules</li> <li>• Section 2 (c) (21) Review of Executive Session Minutes</li> </ul>	
17C-0108.	Adjournment	

**CALENDAR INFORMATION**

BOARD/COMMITTEE	DATE	TIME	PLACE
City Council	Mon. March 27	6:30 P.M.	City Hall, 101 Green Street
Historic Preservation Comm.	Thurs. April 6	6:30 P.M.	City Hall, 101 Green Street
Zoning Board of Appeals	Wed. April 12	6:30 P.M.	City Hall, 101 Green Street

Please view the full City of Galena Calendar at [www.cityofgalena.org](http://www.cityofgalena.org).

Posted: Thursday, March 9, 2017 at 3:30 p.m. Posted By:

**MINUTES OF THE REGULAR CITY COUNCIL MEETING OF 27 FEBRUARY 2017**

**17C-0063 – CALL TO ORDER**

Mayor Renner called the regular meeting to order at 6:30 p.m. in the Board Chambers at 101 Green Street on 27 February 2017.

**17C-0064 – ROLL CALL**

Upon roll call, the following members were present: Bernstein, Fach, Hahn, Kieffer, Lincoln, Westemeier and Renner

**17C-0065 – ESTABLISHMENT OF QUORUM**

Mayor Renner announced a quorum of Board members present to conduct City business.

**17C-0066– PLEDGE OF ALLEGIANCE**

The Pledge was recited.

**17C-0067 - REPORTS OF STANDING COMMITTEE**

**Destination Marketing Organization** – Lincoln reported a new contract is included in the packet. The county has passed it. Things are getting close to happening. The committee met last Thursday. The CEO search has started. Applications will be open from February 24 – March 10. The Committee will review the applicants on March 14. At that time, they will narrow it down to three or four and will go from there. The committee has agreed tentatively to meet the last Thursday of every month at 3 p.m. at City Hall.

**17C-0068 – PUBLIC COMMENTS**

**Dr. Keith Thraen-Borowski, 514 S. West Street** – Thraen-Borowski read a prepared statement with regard to the resolution presented to the Council making Galena a “Welcome City”. The resolution welcomes diversity and believes that all individuals living in or visiting the City of Galena should be treated fairly and with respect and dignity. The resolution further discourages unlawful discrimination and strongly supports the equal treatment of all individuals regardless of national origin.

**Gloria Hopewell, 210 S. High Street** – Hopewell read a prepared statement in support of the proposed resolution making the City of Galena a “Welcome City”.

**Sue Cording, 241 Council Fire Circle, President, Jo Daviess County League of Women Voters** – Cording urged the Council to adopt the proposed resolution designating the City of Galena as a “Welcome City”.

**CONSENT AGENDA CA17-3**

**17C-0069 – APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 13, 2017**

**17C-0070 – APPROVAL OF THE REAPPOINTMENT OF JOHN ROSENTHAL AS THE CHAIRPERSON OF THE ZONING BOARD OF APPEALS FOR A TERM ENDING MAY 1, 2021**

**17C-0071 – APPROVAL OF CHANGE ORDER #1 FOR THE GALENA RIVER TRAIL: PHASE 3 PROJECT**

**Motion:** Kieffer moved, seconded by Lincoln, to approve Consent Agenda CA17-3 as presented.

**Discussion:** Westemeier stated he understands there are change orders, but he hopes we can stay within the grant funding so we do not use any taxpayer money on the bike trail.

**Roll Call:** AYES: Fach, Kieffer, Lincoln, Westemeier, Bernstein, Renner  
NAYS: None  
ABSTAIN: Hahn

The motion carried.

**NEW BUSINESS**

**17C-0072 – DISCUSSION AND POSSIBLE ACTION ON DESTINATION MARKETING MANAGEMENT AGREEMENT BETWEEN THE CITY OF GALENA, JO DAVIESS COUNTY, AND THE GALENA/JO DAVIESS COUNTY OFFICE OF TOURISM**

**Motion:** Bernstein moved, seconded by Westemeier, to reconsider action on the Destination Marketing Agreement between the City of Galena, Jo Daviess County, and the Galena/Jo Daviess County Office of Tourism.

**Discussion:** None.

**Roll Call:** AYES: Hahn, Kieffer, Lincoln, Westemeier, Bernstein, Fach, Renner  
NAYS: None

The motion carried.

**Discussion:** Lincoln advised the City had originally passed the language of the original DMO agreement. The County had not passed it. During the course of six months, they have come up with language that is ok with the County and the DMO. The City’s agreement mirrors that of the County and the DMO.

**Motion:** Hahn moved, seconded by Kieffer, to approve the new agreement with the Destination Marketing Organization and withdraw the original agreement approved at the meeting of August 8, 2016.

**Roll Call:** AYES: Kieffer, Lincoln, Westemeier, Bernstein, Fach, Hahn, Renner  
NAYS: None

The motion carried.

**17C-0073– DISCUSSION AND POSSIBLE ACTION ON APPEAL BY JO CARROLL ENERGY OF PENALTIES AND INTEREST FOR MUNICIPAL UTILITY TAXES DUE**

**Motion:** Fach moved, seconded by Kieffer, to accept payment of the unpaid tax of \$5,167.47 deleting the penalties and interest.

**Discussion:** Moran advised Azavar discovered accounts within the City of Galena that had intermittent tax payments made. Jo Carroll was not able to respond fully by the end of the year. They have since completed an internal audit. Azavar agrees that, of the 262 accounts, there is only one that actually had not paid taxes over the five-year period. Lincoln questioned the difference in figures between Azavar and Jo Carroll. Moran advised Azavar estimated what was due based on the information they had. Jo Carroll did a lot of work on their end to establish the correct amount due.

Staff has agreed to give Jo Carroll legal counsel direct notice at the time of any annexation.

Chris Allendorf, Attorney for Jo Carroll Energy, advised this is not tax money that Jo Carroll owes the City. This is tax money these accounts should have paid and not money Jo Carroll withheld from the City.

Council agreed to remove penalties and interest.

**Roll Call:** AYES: Westemeier, Bernstein, Fach, Hahn, Kieffer, Lincoln, Renner  
NAYS: None

The motion carried.

**17C-0074– DISCUSSION AND POSSIBLE ACTION ON RECOMMENDATIONS FROM GRANT PARK COMMITTEE**

**Motion:** Hahn moved, seconded by Westemeier, to approve the recommendations from the Grant Park Committee, 17C-0074.

**Discussion:** Hahn thanked the Galena Foundation for everything they are putting into the park.

Lincoln questioned the removal of the plantings west of the fountain. Moran advised in looking at old photos that was not original. It will help reduce maintenance and they will put more emphasis on the plantings around the fountain and the fountain itself. It has been challenging to get things to grow there because of the shade. The urns on the fountain, which were installed in 2004, will be removed. They propose to take the fountain back to its original, which will open the view as you come into the park.

**Roll Call:** AYES: Bernstein, Fach, Hahn, Kieffer, Lincoln, Westemeier, Renner  
NAYS: None

The motion carried.

**17C-0075– DISCUSSION AND POSSIBLE ACTION ON DOWNTOWN SIDEWALK REPLACEMENT PROJECT**

**Motion:** Westemeier moved, seconded by Bernstein, to reconsider action on the Downtown Sidewalk Replacement Project.

**Discussion:** None.

**Roll Call:** AYES: Fach, Hahn, Kieffer, Westemeier, Bernstein, Renner  
NAYS: None  
ABSTAIN: Hahn

The motion carried.

**Discussion:** Westemeier stated he would be in favor of removing the bricks now in the areas under construction. He feels they are hazardous and cigarette butt collectors. They prohibit full use of the sidewalk. More concrete would make the sidewalks look wider so people use the whole sidewalk. Currently people do not walk on the bricks. While he understands it may be patchy, if we do not start somewhere, it will never be done. Kieffer agreed.

Lincoln feels aesthetically it will not look good with patchy replacement. He questioned if all of the bricks could be replaced later.

Lewis advised it would be possible to come back at a later date and replace the bricks. Rebar would be used to tie it together.

Bernstein feels the 25 percent increase in cost is a lot. She likes the bricks and is opposed to the patchy replacement of them. Westemeier noted waiting a couple years would increase the cost even more.

Fach stated was in favor of removing all of the bricks and replacing with brushed concrete. Kieffer agreed.

Moran advised it has been budgeted in the current year, however, the budget would have to be increased in order to replace the bricks. As he works on next year's budget, the amount will be carried forward. While he has the general fund balanced right now, it would be a challenge to do that without cutting other things. It will be very hard to add money to projects like this and keep the budget balanced.

**Motion:** Fach moved, seconded by Kieffer, to create a change order, which reads we will remove sections of sidewalks torn up this summer removing the bricks and pouring concrete from storefront to curb.

**Discussion:** None.

**Roll Call:** AYES: Kieffer, Westemeier, Fach, Renner  
NAYS: Lincoln, Bernstein  
ABSTAIN: Hahn

**17C-0076 – WARRANTS**

**Motion:** Kieffer moved, seconded by Lincoln, to approve the Warrants as presented, 17C-0076.

**Discussion:** Bernstein questioned why we would purchase a typewriter. She was advised it was for the Police Department, which has several forms that still use a typewriter.

**Roll Call:** AYES: Kieffer, Lincoln, Westemeier, Bernstein, Fach, Hahn, Renner  
NAYS: None

The motion carried.

**17C-0077 – ALDERPERSONS' COMMENTS**

**Thank you** – Fach thanked the Galena Foundation for the financial support they have been giving the City.

**Thank you** – Westemeier thanked Todd Lincoln and Joe Nack for the work they have done with the new DMO.

**Cigarette Butts** – Bernstein advised she has noticed many cigarette butts along the City Hall property. She recommended putting an ashtray out there.

**Welcome City Resolution** – Bernstein requested that the "Welcome City" resolution be added to the next agenda for consideration.

**17C-0078 – CITY ADMINISTRATOR'S REPORT**

**Well 6** – Moran reported Well 6 on Gear Street is back up and operational. The work was finished a couple weeks ago. The well has been set 80 feet deeper and has passed all tests.

**Electric** – Moran reported the Police Department electric bill for February was \$537. Looking back at the same period last year it was \$528. Compared to what we paid for City Hall on a cost per square foot, it was found to be almost identical. They have identified some cost saving measures they are going to continue to work on.

**Thank you** – Moran thanked all for their work on the new DMO. It was a lot of work over a long period of time.

**17C-0079 – MAYOR’S REPORT**

Mayor Renner thanked the DMO Committee and the Galena Foundation and congratulated the girl’s basketball team on their super sectional win.

**17C-0080 – MOTION FOR EXECUTIVE SESSION:**

**Motion:** Lincoln moved, seconded by Hahn, to recess to Executive Session to discuss the following:

- Collective negotiating matters and deliberations concerning salary schedules, Section 2 (c) (2)
- Review of Executive Session Minutes, Section 2 (c) (21)

**Discussion:** None.

**Roll Call:** AYES: Lincoln, Westemeier, Bernstein, Fach, Hahn, Kieffer, Renner  
NAYS: None

The motion carried.

The meeting recessed at 7:36 p.m.

The meeting reconvened at 8:03 p.m.

**17C-0081 - ADJOURNMENT**

**Motion:** Kieffer moved, seconded by Hahn, to adjourn.

**Discussion:** None.

**Roll Call:** AYES: Fach, Hahn, Kieffer, Lincoln, Westemeier, Bernstein, Renner  
NAYS: None

The motion carried.

The meeting adjourned at 8:03 p.m.

Respectfully submitted,



Mary Beth Hyde, MMC  
City Clerk



**MEMORANDUM**

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: March 6, 2017

RE: Civil War Veterans Monument

A handwritten signature in black ink, appearing to read "Mark Moran", is positioned to the right of the "DATE:" line.

We received the attached request from resident Tom Golden to add his great grandfather's name to the Civil War Veterans Monument in Grant Park. Tom provided the attached documentation to confirm that John Golden served in Company "F" of the 96<sup>th</sup> Illinois Infantry of Jo Daviess County from 1862 to his discharge in 1865.

Tom is agreeable to contracting at his expense with Vincent Monuments to complete the engraving. Vincent has confirmed their ability to complete the work.

I recommend you approve the addition of John Golden to the monument. Please let me know if you have any questions.

TOM GOLDEN  
904 CAMPBELL STREET  
GALENA, IL. 61036  
FEBRUARY 27, 2017

MARK MORAN - CITY ADMINISTRATOR  
CITY OF GALENA  
101 GREEN STREET  
GALENA, IL. 61036

Re: Request for addition of name to Soldier's Monument in Grant Park.

Dear Mark,

Please process my request to add the name of my great grandfather to the Civil War monument. Pertinent information is as follows;

Name: John Golden

Unit: Company "F" 96th Illinois Infantry  
Military Occupational Skill: Musician  
Recruit Date: September 12, 1862  
Discharge Date: June 10, 1865

Enclosed supporting documentation:

Roster: Illinois USGenWeb Project

Copy: Discharge paper

Copy: Receipt from The Galena Museum for tintype of John Golden in uniform.

(This is supplemental to an earlier donation of John Golden's wife).

Art Inventory Catalog stating that this monument is dedicated to soldiers of  
Jo Daviess County who served in the Civil War.

Please contact me at 815-777-3835 if you require more information. It is understood that I will bear the cost, if this request is approved. Thank you.

A handwritten signature in black ink, appearing to read "Tom Golden". The signature is written in a cursive style with a long horizontal stroke extending to the right.

*Company "F" 96th Illinois Infantry*

<b>Name</b>	<b>Rank</b>	<b>Residence</b>	<b>Date of Muster</b>	<b>Remarks</b>
ALLENDORF, William	Recruit	Galena	Oct 10, 1862	Tr. to Co. H, 21st Ill. Inf.
ARMBRUSTER, Augustus	Private	Galena	Sep 4, 1862	Corp $\diamond$ l. Died Oct 7, 1863; wounds
BAHR, Henry	Recruit	Thompson	Oct 10, 1864	Tr. to Co. H, 21st Ill. Inf.
BAILEY, Francis S.	Recruit	Galena	Oct 8, 1864	Died Dec 17, 1864; wounds
BAILEY, George W.	Private	Galena	Sep 4, 1862	Mustered out Jun 10, 1865
BARR, William	Recruit	Hanover	Oct 11, 1864	Tr. to Co. H, 21st Ill. Inf.
BASTIAN, Thomas	Recruit	Guilford	Apr 13, 1865	Tr. to Co. H, 21st Ill. Inf.
BASTION, Sampson	Private	Guiford	Sep 4, 1862	Mustered out Jun 10, 1865
BERKMEYER, Frederick	Recruit	Galena	Oct 8, 1864	Mustered out Sep 8, 1865
BONJOUR, Thomas	Private	Vinegar Hill	Sep 4, 1862	Mustered out Jun 10, 1865
BOSTWICK, Hiram L.	Sergeant	Hanover	Sep 4, 1862	Private. Killed at Chickamauga, Sep 20, 1863
BROWN, Edmund	Recruit	Galena	Oct 8, 1864	Tr. to Co. H, 21st Ill. Inf.
BROWN, James	Private	Council Hill	Sep 4, 1862	M.O. Jun 10, 1865; wounded
BUCHANAN, William R.	Recruit	Victory, Wis.	Sep 12, 1862	Died at Marietta, Ga., Jun 21, 1864; wounds
BUCKNER, Henry	Recruit	Galena	Oct 8, 1864	Mustered out Jun 1, 1865
CALVERS, Richard	Private	Hanover	Sep 4, 1862	Tr. to V.R.C. Jan 16, 1865
CALVERT, William	Private	Hanover	Sep 4, 1862	Died at Jonesboro, Ga., Sep 4, 1864; wounds
CAMPBELL, Andrew	Private	Irish Hollow	Sep 4, 1862	M.O. Jun 10, 1865, as 1st Sgt.
CLARK, William P.	Private	Galena	Sep 4, 1862	Tr. to 3d Mo. Cav., Oct 27, 1862
CONWAY, Patrick	Private	Pleasant Valley	Sep 4, 1862	M.O. Jun 10, 1865; wo $\diamond$ nded
CRAIG, John	Private	Hanover	Sep 4, 1862	Disch. May 26, 1865; disabil.
DAMSON, Robert	Recruit	Elizabeth	Sep 26, 1864	Mustered out Jun 10, 1865
DAWSON, William	1st Lt.	Hanover	Jan 31, 1864	Mustered out Jun 10, 1865
DAWSON, William	2nd Lt.	Hanover	Dec 18, 1862	Promoted [Sep 20, 1863]

DAWSON, William	Sergeant	Hanover	Sep 4, 1862	Prom. 1st Serg♦t., 2d Lt. [Nov 24, 1862], then 1st Lt.
DEERSTEIN, Christian	Recruit	Guilford	Oct 8, 1864	Tr. to Co. H, 21st Ill. Inf.
DIEHL, James	Recruit	Galena	Oct 8, 1864	Tr. to Co. H, 21st Ill. Inf.
DITTMAR, Erhard	Private	Mill Creek	Sep 4, 1862	Mustered out Jun 10, 1865
DUTTMAR, John G.	Private	Mill Creek	Sep 4, 1862	Mustered out Jun 8, 1865
ECKHARDT, Louis	Recruit	Galena	Oct 8, 1864	Tr. to Co. H, 21st Ill. Inf.
EDGERTON, W. Irving	Private	Hanover	Sep 4, 1862	Died Mar 13, 1863
ELBERTH, Jacob	Private	Galena	Sep 4, 1862	Died Sep 25, 1863
EVANS, George	Recruit	Galena	Oct 7, 1864	Tr. to Co. H, 21st Ill. Inf.
FABLINGER, Louis	Recruit	Hanover	Feb 23, 1865	Tr. to Co. H, 21st Ill. Inf.
FABLINGER, Nicholas	Recruit	Hanover	Feb 23, 1865	Tr. to Co. H, 21st Ill. Inf.
FABLINGER, Philip	Private	Hanover	Sep 4, 1862	M.O. Jun 10, 1865, as Corp♦l
FOWLER, Robert A.	Corporal	Hanover	Sep 4, 1862	Sergt. Died at Chattanooga, May 11, 1864; wou♦ds
FREFZ, Henry	Corporal	Galena	Sep 4, 1862	Died Mar 31, 1863
FRITZ, John	Recruit	Galena	Oct 8, 1864	Tr. to Co. H, 21st Ill. Inf.
GAMMON, Joseph	Private	Irish Hollow	Sep 4, 1862	Tr. to V.R.C. Jun 14, 1864; wounded
GARROW, Frank	Private	Hanover	Sep 4, 1862	Mustered out Jun 10, 1865
GOBLE, Daniel	Private	Small Pox	Sep 4, 1862	Died Feb 9, 1863
GOLDEN, John	Recruit	Hanover	Sep 12, 1862	M.O. Jun 10, 1865, as Mus♦n
GOODWIN, William E.	Private	Guilford	Sep 4, 1862	Disch. Sep 15, 1863; disabil.
GORDON, William E.	Recruit	Guilford	Oct 8, 1864	Tr. to Co. H, 21st Ill. Inf.
GRAHAM, Thomas	Private	Vinegar Hill	Sep 4, 1862	M.O. Jun 10, 1865, as Corp♦t; wounded
GREEN, Thomas A.	Captain	Galena	Sep 4, 1862	Resigned Nov 24, 1862
GROTJOHN, Christopher	Recruit	Galena	Oct 10, 1864	Mustered out May 25, 1865
GRUBER, Valentine	Recruit	Galena	Oct 8, 1864	Tr. to Co. H, 21st Ill. Inf.
GUILD, Leber A.	Wagoner	Pleasant Valley	Sep 4, 1862	Disch. Feb 15, 1863; disabil.

To all whom it may Concern:



Know ye, That John G. Miller a  
Musician of Captain John C. ...  
Company, (S.) 1st Regiment of Illinois  
VOLUNTEERS who was enrolled on the 11th day of August  
one thousand eight hundred and forty five to serve three years or  
during the war, is hereby **Discharged** from the service of the United States,  
this 11 day of June, 1865, at St. Louis  
Missouri by reason of disability  
(No objection to his being re-enlisted is known to exist.)

Said John G. Miller was born in  
in the State of Illinois is 21 years of age,  
5 feet 2 inches high, light complexion, blue eyes,  
black hair, and by occupation, when enrolled, a musician

Given at St. Louis this 11 day of  
June 1865.

John T. McKinnis

Capt. 20th Ind. Inf.  
Commanding the Reg't.

This document will be void should there be anything in the conduct or physical condition of the soldier rendering him unfit for the Army

[. . . No 94.]

John C. ...  
...

Galena/Jo Daviess County  
Historical Society & Museum  
211 S. Bench Street  
Galena, Illinois 61036  
815/777-9129

Museum Use Only:  
Date Received: \_\_\_\_\_  
Staff Receiving: \_\_\_\_\_  
Accession No: \_\_\_\_\_

Receipt for Materials

The Galena/Jo Daviess County Historical Society & Museum acknowledges receipt of the following items from the person named below ("the Depositor") for the purpose indicated. The Society and the Depositor agree that the Society's receipt of these items is governed by the Terms and Conditions of Receipt below.

Depositor: Tom Golden

Address: 904 Campbell St.  
Galena, IL 61036

Telephone: (Day) 777-3835 (Evening) \_\_\_\_\_

Owner of Items (If Depositor not Owner): \_\_\_\_\_

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

Telephone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

Items Received

Item Description and History	Condition	Disposition
------------------------------	-----------	-------------

Tintype in Case of Tom's great grand father, ~~Tom~~  
John Golden - Fifer of the 96th Infantry  
(life already donated to museum)  
John injured twice during conflict - Picture shows  
him in musicians uniform  
Depositor asks that tintype be kept on display  
with the life already donated & also on display.

Check here if additional items are listed on additional sheets; total number of sheets: \_\_\_\_\_

On Approval for Acquisition Thomas W. Gold On Approval for Loan \_\_\_\_\_

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## Who else has...

- [Smith Granite Company,](#)
- [Portrait male -- Grant, Ulysses S.](#)
- [Portrait male -- Rawlins, John A.](#)
- [History -- United States](#)
- [Object -- Weapon](#)
- [Dress -- Accessory](#)
- [Obelisk](#)
- [Outdoor Sculpture -- Illinois -- Galena](#)
- [Sculpture](#)

**Soldiers' Monument, (sculpture).**Artist: [Smith Granite Company, fabricator.](#)

Title: Soldiers' Monument, (sculpture).

Dates: ca. 1881.; Dedicated July 4, 1883.

Digital Reference:



Medium: Granite.

Dimensions: Approx. 33 x 7 x 7 ft.

Inscription: (On front face, below die:) To the Soldiers of Jo Daviess/County who served in the/War of the Rebellion/1861-1865 (Above circular tablet portraits: band with 12 stars and names of battles (On all sides: list of 400 plus names of Jo Daviess County soldiers who served in the Civil War) unsigned

Description: A tall obelisk with circular tablets cut in high relief on each face. The reliefs depict General Grant, General Rawlins, the American Shield, and a soldier's cap resting on a pair of crossed bayonets.

Subject: [Portrait male -- Grant, Ulysses S. -- Head](#)  
[Portrait male -- Rawlins, John A. -- Head](#)  
[History -- United States -- Civil War](#)  
[Object -- Weapon -- Gun](#)  
[Dress -- Accessory -- Hat](#)

Object Type: [Obelisk](#)  
[Outdoor Sculpture -- Illinois -- Galena](#)  
[Sculpture](#)

Owner: [Administered by Veterans of Foreign Wars, Galena, Illinois 61036](#)  
[Located Grant Park, Park Avenue, Galena, Illinois](#)

Condition: Surveyed 1992 June. Well maintained.

References: Save Outdoor Sculpture, Illinois survey, 1992.

Illustration: Image on file.

Note: The information provided about this artwork was compiled as part of the Smithsonian American Art Museum's Inventories of American Painting and Sculpture database, designed to provide descriptive and location information on artworks by American artists in public and private collections worldwide.

Repository: Inventories of American Painting and Sculpture, Smithsonian American Art Museum, P.O. Box 37012, MRC 970, Washington, D.C. 20013-7012

Control Number: IAS IL000429

[Add to my list](#)

## Copy/Holding information

Smithsonian American Art Museum

Control Number

Inventory of American Sculpture

IL000429

[Add Copy to MyList](#)



RESOLUTION NO. R-\_\_\_\_\_

RESOLUTION DESIGNATING THE CITY OF GALENA, IL AS A "WELCOME CITY"

---

WHEREAS, the City of Galena welcomes diversity and believes that all individuals living in or visiting the City of Galena should be treated fairly and with respect and dignity.

WHEREAS, the City Council wishes to further enhance the City's relationship with immigrant populations and make the the City of Galena an immigrant-friendly City.

WHEREAS, the City discourages unlawful discrimination and strongly supports the equal treatment of all individuals regardless of national origin.

WHEREAS, the City Council finds that achieving and maintaining a community that treats documented and undocumented immigrants with respect and dignity is in line with the public policy of the City and the principles upon which the United States was founded.

WHEREAS, this resolution will promote the general welfare of the City of Galena residents and visitors alike.

WHEREAS, the vitality of the City of Galena, as an ethnically, racially, and religiously diverse city in the State of Illinois, is built, in part, on the strength of its immigrant populations in the city.

WHEREAS, the City Council finds that the cooperation of all persons, both documented citizens and those without documentation status, is essential to achieve the City's goals of protecting life and property, preventing crime and resolving problems.

WHEREAS, immigrant community members, whether documented citizens or not, should be treated with respect and dignity by all City employees and should not be subjected to physical abuse, threats, or intimidation.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City of Galena declares itself to be a "Welcome City".
2. No agent or agency shall request information about or otherwise investigate or assist in the investigation of the citizenship or immigration status of any person unless such inquiry or investigation is required by Illinois State Statute, federal law, or court decision.
3. No agent or agency will coerce, including improper or unlawful threats of deportation, or engage in verbal abuse of any person based upon the person's or the person's family

members' actual or perceived citizenship or immigration status.

- 4.. Unless as otherwise provided under applicable federal law, no agent or agency shall disclose information regarding the citizenship or immigration status of any person unless required to do so by legal process or such disclosure has been authorized in writing the the individual to whom such information pertains, or if such individual is a minor or is otherwise not legally competent, by such individual's parent or guardian.

Passed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Terry Renner, Mayor

ATTEST: \_\_\_\_\_  
Marybeth Hyde, City Clerk

# CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



## MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Mark Moran, City Administrator

DATE: March 6, 2017

RE: Cable Ordinances

A handwritten signature in black ink, appearing to read "Mark Moran", is written over the "DATE:" line of the memorandum.

The 2007 Cable and Video Competition Law offers cable television operators in Illinois with two franchise options for providing cable service to communities. First, operators may negotiate franchise agreements with each municipality where they provide service. This type of local franchise agreement has been in place between Mediacom and the City of Galena for many years. Second, operators may apply for a State franchise issued by the Illinois Commerce Commission. We just received notice from Mediacom that they have received a State-issued franchise.

With the State-issued franchise now effective, our franchise agreement with Mediacom is void. In order to continue collecting franchise fees from Mediacom, we must adopt the attached "Cable/Video Service Provider Fee Ordinance". The ordinance is based on a model ordinance drafted by the Illinois Municipal League.

The adoption of the ordinance is important since the cable franchise fees total about \$47,000 annually. Just as with our now void local franchise agreement, the franchise fee imposed by the proposed ordinance is five-percent (5%) of gross Mediacom revenues in Galena.

Also, the now void local franchise agreement contained standards for the use of the City right-of-way for the installation and maintenance of Mediacom infrastructure. The attached ordinance, "Standards for the Construction of Facilities on the Rights-of-Way", is intended to replace and strengthen those standards. The ordinance is very detailed and applies to all utility companies that seek to use the City right-of-way. The Illinois Municipal League provided the template for this ordinance as well.

I recommend you approve both ordinances and waive the second reading if you are so inclined. Please let me know if you have any questions.

Ordinance #O-17-\_\_\_\_\_

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF GALENA BY THE ADDITION OF CHAPTER 121, ESTABLISHING THE CABLE/VIDEO SERVICE PROVIDER FEE AND ADOPTING THE CABLE AND VIDEO CUSTOMER PROTECTION LAW**

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**WHEREAS**, the City of Galena, Illinois, is authorized, pursuant to the provisions of the Illinois Cable and Video Competition Law of 2007, 220 ILCS 5/21-100, et, seq. (hereinafter referred to as the "Act") to adopt this Ordinance; and,

**WHEREAS**, the City of Galena, Illinois, is authorized, pursuant to Section 801 of the Act, 220 ILCS 5/21-801, to adopt and impose a Service Provider Fee on a Holder, who has obtained State-issued authorization to provide Cable Services and/or Video Services within the Service Area of the City of Galena, Illinois; and,

**WHEREAS**, the City Council for the City of City, Illinois, has determined that it is fiscally responsible, and in the best interest of the public to adopt and impose a Service Provider Fee as authorized by the Act; and,

**WHEREAS**, the City of City, Illinois, is authorized, pursuant to the provisions of the Illinois Cable and Video Customer Protection Law, 225 ILCS 5/22-501, et, seq, to adopt and impose customer service and privacy protections; and,

**WHEREAS**, the City Council for the City of City, Illinois, has determined that it is necessary and in the best interest of the public to adopt and impose the customer service and privacy protections set forth in the Illinois Cable and Video Customer Protection Law.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Galena as follows:

**SECTION 1. Recitals.** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**SECTION 2. Adoption of Fee.** The City of Galena Code of Ordinances shall be amended by the addition of Chapter 121 that will read as follows:

**CHAPTER 121. CABLE/VIDEO SERVICE PROVIDER FEE.**

**121.01 DEFINITIONS.**

As used in this Chapter the following terms shall have the following meanings:

**CABLE SERVICE.** That term as defined in 47 U.S.C. § 522(6).

**COMMISSION.** The Illinois Commerce Commission.

**GROSS REVENUES.** All consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the holder for the operation of a cable or video system

to provide cable service or video service within the holder's cable service or video service area within the City.

(A) Gross revenues shall include the following:

- (1) Recurring charges for cable or video service.
- (2) Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges.
- (3) Rental of set top boxes and other cable service or video service equipment.
- (4) Service charges related to the provision of cable service or video service, including but not limited to activation, installation, and repair charges.
- (5) Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges.
- (6) Late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.
- (7) A pro rata portion of all revenue derived by the holder or its affiliates pursuant to compensation arrangements for advertising or for promotion or exhibition of any products or services derived from the operation of the holder's network to provide cable service or video service within the City. The allocation shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.
- (8) Compensation received by the holder that is derived from the operation of the holder's network to provide cable service or video service with respect to commissions that are received by the holder as compensation for promotion or exhibition of any products or services on the holder's network, such as a "home shopping" or similar channel, subject to subsection (9).
- (9) In the case of a cable service or video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the holder's revenue attributable to the other services, capabilities, or applications shall be included in the gross revenue unless the holder can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- (10) The service provider fee permitted by 220 ILCS 5/21-801(b).

(B) Gross revenues do not include any of the following:

- (1) Revenues not actually received, even if billed, such as bad debt, subject to 220 ILCS 5/21-801(c)(1)(vi).
- (2) Refunds, discounts, or other price adjustments that reduce the amount of gross revenues received by the holder of the State-issued authorization to the extent the refund, rebate, credit, or discount is attributable to cable service or video service.

(3) Regardless of whether the services are bundled, packaged, or functionally integrated with cable service or video service, any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunication services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing or any other revenues attributed by the holder to noncable service or non-video service in accordance with the holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders.

(4) The sale of cable services or video services for resale in which the purchaser is required to collect the service provider fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it will resell the service within the City and pay the fee permitted by 220 ILCS 5/21-801(b) with respect to the service.

(5) Any tax or fee of general applicability imposed upon the subscribers or the transaction by a city, State, federal, or any other governmental entity and collected by the holder of the State-issued authorization and required to be remitted to the taxing entity, including sales and use taxes.

(6) Security deposits collected from subscribers.

(7) Amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.

(C) Revenue of an affiliate of a holder shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate rather than the holder has the effect of evading the payment of the fee permitted by 220 ILCS 5/21-801(b) which would otherwise be paid by the cable service or video service.

**HOLDER.** A person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

**PEG.** Public, education and governmental.

**SERVICE.** The provision of "cable service" or "video service" to subscribers and the interaction of subscribers with the person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

**SERVICE PROVIDER FEE.** The amount paid under this Chapter and 220 ILCS 5/21-801 by the holder to City for the service areas within its territorial jurisdiction.

**VIDEO SERVICE.** Video programming and subscriber interaction, if any, that is required for the selection or use of such video programming services, and which is provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d) or any video programming provided solely as part of, and

via, service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

**121.02 CABLE/VIDEO SERVICE PROVIDER FEE IMPOSED.**

(A) Fee Imposed. A fee is hereby imposed on any holder providing cable service or video service in the City

(B) Amount of Fee. The amount of the fee imposed hereby shall be five percent (5%) of the holder's gross revenues.

(C) Notice to the City The holder shall notify the City at least ten (10) days prior to the date on which the holder begins to offer cable service or video service in the City.

(D) Holder's Liability. The holder shall be liable for and pay the service provider fee to the City. The holder's liability for the fee shall commence on the first day of the calendar month following thirty (30) days after receipt of the ordinance adopting this Article[Chapter] by the holder. The ordinance adopting this Article[Chapter] shall be sent by mail, postage prepaid, to the address listed on the holder's application notice sent pursuant to 220 ILCS 5/21-401(b)(6) to the City.

(E) Payment Date. The payment of the service provider fee shall be due on a quarterly basis, forty-five (45) days after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

(F) Exemption. The fee hereby imposed does not apply to existing cable service or video service providers that have an existing franchise agreement with the City in which a fee is paid.

(G) Credit for Other Payments. An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) with credit for prepaid franchise fees under that agreement may deduct the amount of such credit from the fees that operator owes under Section 121.2(B).

**121.03 APPLICABLE PRINCIPLES.**

All determinations and calculations under this Chapter shall be made pursuant to generally accepted accounting principles.

**121.04 NO IMPACT ON OTHER TAXES DUE FROM HOLDER.**

Nothing contained in this Chapter shall be construed to exempt a holder from any tax that is or may later be imposed by the City, including any tax that is or may later be required to be paid by or through the holder with respect to cable service or video service. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the City's simplified municipal telecommunications tax or any other tax as it applies to any telephone service provided by the holder. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the local unit of government's 911 or E911 fees, taxes or charges.

**121.05 Audits of Cable/Video Service Provider**

(A) Audit Requirement. The City will notify the holder of the requirements it imposes on other cable service or video service providers to submit to an audit of its books and records. The holder shall comply with the same requirements the City imposes on other cable service or video service providers in its jurisdiction to audit the holder's books and records and to recompute any amounts determined to be payable under the requirements of the City. If all local franchises between the City and cable operator terminate, the audit requirements shall be those adopted by the City pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.* No acceptance of amounts remitted should be construed as an accord that the amounts are correct.

(B) Additional Payments. Any additional amount due after an audit shall be paid within thirty (30) days after the municipality's submission of an invoice for the sum.

**121.06 LATE FEES / PAYMENTS.**

All fees due and payments which are past due shall be governed by ordinances adopted by this municipality pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.*

**121.07 CUSTOMER SERVICE AND PRIVACY PROTECTION LAW.**

(A) Adoption. The regulations of 220 Illinois Compiled Statutes 5/22-501 are hereby adopted by reference and made applicable to the cable or video providers offering services within the City's boundaries.

(B) Amendments. Any amendment to the cable and video customer protection law that becomes effective after the effective date of this chapter shall be incorporated into this chapter by reference and shall be applicable to cable or video providers offering services within the municipality's boundaries. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this chapter by reference without formal action by the corporate authorities of the City.

(C) The City does hereby pursuant to law declare its intent to enforce all of the customer service and privacy protection standards of the cable and video protection law with respect to complaints received from residents within the City.

(D) The City, pursuant to 220 Illinois Compiled Statutes 5/22-501(r)(1), does hereby provide for a schedule of penalties for any material breach of the cable and video protection law by cable or video providers in addition to the penalties provided in the law. The monetary penalties shall apply on a competitively neutral basis and shall not exceed seven hundred fifty dollars (\$750.00) for each day of the material breach, and shall not exceed twenty-five thousand dollars (\$25,000.00) for each occurrence of a material breach per customer.

(1) "Material breach" means any substantial failure of a cable or video provider to comply with service quality and other standards specified in any provision of the law.

(2) The City shall give the cable or video provider written notice of any alleged material breaches of the law and allow such provider at least thirty (30) days from the receipt of the notice to remedy the specified material breach.

(3) A material breach, for the purposes of assessing penalties, shall be deemed to occur for each day that a material breach has not been remedied by the cable or video service provider after the notice in subsection (2) of this section.

(E) The City hereby adopts the schedule of customer credits for violations. Those credits shall be as provided for in the provisions of 220 Illinois Compiled Statutes 5/22-501(s) and applied on the statement issued to the customer for the next billing cycle following the violation or following the discovery of the violation. The cable or video provider is responsible for providing the credits and the customer is under no obligation to request the credit.

[end]

**SECTION 3. Severability.**

If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

**SECTION 4. Effective Date.**

This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2017 pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

\_\_\_\_\_  
**Terry Renner, Mayor**

\_\_\_\_\_  
**Mary Beth Hyde, City Clerk**

ATTESTED, Filed in my office,

And published in pamphlet form

This \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Clerk of the City of the City of Galena  
Jo Daviess County, Illinois.

Ordinance #O-17 \_\_\_\_\_

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF GALENA BY THE ADDITION OF  
CHAPTER 98, ESTABLISHING STANDARDS FOR THE  
CONSTRUCTION OF FACILITIES ON THE RIGHTS-OF-WAY**

---

**WHEREAS**, the City has the authority to adopt ordinances and to promulgate rules and regulations governing the use of public right-of-way and that protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, the City uses the public rights-of-way within its corporate limits to provide essential public services to its residents and businesses, including traffic control signals, water, sanitary sewer and storm sewer; and

**WHEREAS**, other utility service providers, including electricCity, telephone, natural gas and cable television and video service providers have placed, or from time to time may request to place, certain utility facilities in the public rights-of-way within the City; and

**WHEREAS**, legislatures and regulatory agencies at the State and federal levels have implemented changes in the regulatory framework to enhance competition in the providing of various utility services; and

**WHEREAS**, the combination of legislative and regulatory changes and the development of new technologies has led additional service providers to seek opportunities to provide services in the City; and

**WHEREAS**, these regulatory and technological changes have resulted in demands for access to and use of the public rights-of-way in the City as service providers, particularly in the video and communications services, attempt to provide new or additional services to compete with incumbent service providers; and

**WHEREAS**, unlike prior deregulations of utility services in which incumbent service providers have been required to make their transmission and/or distribution systems available to competitors, video and communications services seeking to compete with incumbent service providers are seeking to install their own facilities for delivering competing video and communications services; thereby increasing the number of service providers seeking access to and use of the public rights-of-way in the City; and

**WHEREAS**, the public rights-of-way within the City are a limited public resource held in trust by the City for the benefit of its citizens and the City has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and

**WHEREAS**, the corporate authorities of the City find and determine that it is necessary to and in the best interests of the public health, safety and general welfare to establish uniform standards and regulations for access to and use of the public rights-of-way in the City by utility service providers and other persons and entities that desire to place structures, facilities or equipment in the public rights-of-way, so as to (i) prevent interference with the use of streets, sidewalks, alleys and other public ways and places by the City and the general public, (ii) protect against visual and physical obstructions to vehicular

and pedestrian traffic, (iii) prevent interference with the facilities and operations of the City's[City's] utilities and of other utilities lawfully located in public rights-of-way or property, (iv) protect against environmental damage, including damage to trees, from the installation of utility facilities, (v) preserve the character of the neighborhoods in which facilities are installed, (vi) prevent visual blight, and (vii) assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations; and

**WHEREAS**, this Ordinance is adopted pursuant to the provisions of (i) the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, including, without limitation, Sections 11-20-5, 11-20-10, 11-42-11, 11-42-11.2, 11-80-1, 11-80-3, 11-80-6, 11-80-7, 11-80-8, 11-80-10, and 11-80-13; (ii) Section 4 of the Telephone Company Act, 220 ILCS 65/4; (iii) the Illinois Highway Code, including, without limitation, Articles 7 and 9 thereof, 605 ILCS 5/1-101 *et seq.*; (iv) the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/1 *et seq.* and (v) the Cable and Video Competition Law of 2007, 220 ILCS 5/21-100 *et seq.*; and

**WHEREAS**, this Ordinance establishes generally applicable standards for construction on, over, above, along, upon, under, across, or within the public right-of-way, and for the use of and repair of the public right-of-way; and

**WHEREAS**, in the enactment of this ordinance, the City has considered a variety of standards for construction on, over, above, along, under, across, or within, use of and repair of the public right-of-way, including, but not limited to, the standards relating to Accommodation of Utilities on Right-of-Way of the Illinois State Highway System promulgated by the Illinois Department of Transportation and found at 92 Ill. Adm. Code § 530.10 *et seq.*; and

**WHEREAS**, the City hereby finds that it is in the best interest of the City, the public and the utilities using the public rights-of-way to establish a comprehensive set of construction standards and requirements to achieve various beneficial goals, including, without limitation, enhancing the planning of new utility facilities; minimizing interference with, and damage to, rights-of-way and the streets, sidewalks, and other structures and improvements located in, on, over and above the rights-of-way; and reducing costs and expenses to the public.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Galena as follows:

**SECTION 1.** Recitals. The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**SECTION 2.** Adoption. Title IX of the Municipal Code of the City of Galena shall be amended by the addition of Chapter 98 that will read as follows:

**CHAPTER 98. CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY**

**§ 98.01 PURPOSE AND SCOPE.**

(A) Purpose. The purpose of this chapter is to establish policies and procedures for constructing facilities on rights-of-way within the City's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the City rights-of-way and the City as a whole.

(B) Intent. In enacting this chapter, the City intends to exercise its authority over the rights-of-way in the City 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 City'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 storm water 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 parkways that characterize the City'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 chapter. This chapter applies to all facilities on, over, above, along, upon, under, across, or within the rights-of-way within the jurisdiction of the City. A facility lawfully established prior to the effective date of this chapter 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 City, 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 City rights-of-

way. Utilities that are not required by law to enter into such an agreement may request that the City enter into such an agreement. In such an agreement, the City may provide for terms and conditions inconsistent with this chapter.

(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 City, 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 chapter and the provisions of any franchise, license or similar agreement between the City 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 chapters. This chapter supersedes all chapters or parts of chapters 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 chapter, the utility shall comply with the requirements of this chapter to the maximum extent possible without violating federal or state laws or regulations.

(H) Sound engineering judgment. The City shall use sound engineering judgment when administering this chapter and may vary the standards, conditions, and requirements expressed in this chapter when the City so determines. Nothing herein shall be construed to limit the ability of the City to regulate its rights-of-way for the protection of the public health, safety and welfare.

## **§ 98.02 DEFINITIONS.**

As used in this chapter 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 chapter.

**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 run-out 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 City of Galena.

**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 Director of Public Works or his or her designee.

**DISRUPT THE RIGHT-OF-WAY**. For the purposes of this chapter, 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 City 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, over, above, along, upon, under, across, or within rights-of-way under this chapter. For purposes of this chapter, the term **FACILITY** shall not include any facility owned or operated by the City.

**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 City Engineer 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, ILCS Ch. 605, Act 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, ILCS Ch. 220, Act 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 §§ 98.04 and 98.05.

**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 City. 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 City has the right and authority to authorize, regulate or permit the location of facilities other than those of the City. **RIGHT-OF-WAY** or **RIGHTS-OF-WAY** shall not include any real or personal City property that is not specifically described in the previous two sentences and shall not include City buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

**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 § 98.10.

**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 non-traffic 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. §§ 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the City 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.** 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 .** 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 chapter.

**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 ILCS Ch. 220, Act 5, § 21-201(v), the Illinois Cable and Video Competition Law of 2007.

**CITY.** The City of Galena.

**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.

### **§ 98.03 ANNUAL REGISTRATION REQUIRED.**

Every utility that occupies right-of-way within the City shall register on May 1 of each year with the City Engineer, 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 § 98.08, in the form of a certificate of insurance.

### **§ 98.04 PERMIT REQUIRED; APPLICATIONS AND FEES.**

(A) Permit required. No person shall construct (as defined in this chapter) any facility on, over, above, along, upon, under, across, or within any City right-of-way which changes the location of the facility, adds a new facility, disrupts the right-of-way (as defined in this chapter) or 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 City Engineer or City Engineer and obtaining a permit from the City therefor, except as otherwise provided in this chapter. 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 chapter shall be filed on a form provided by the City and shall be filed in such number of duplicate copies as the City may designate. The applicant may 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 City:
  - (a) 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
  - (b) 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 City 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 City 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 § 98.08;
- (8) Evidence of posting of the security fund as required in § 98.10;
- (9) Any request for a variance from one or more provisions of this chapter (see §98.21); and
- (10) Such additional information as may be reasonably required by the City.

(D) Supplemental application requirements for specific types of utilities. In addition to the requirements of division (C) of this section, 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 City within 30 days after the change necessitating the amendment.

(F) Application fees. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this chapter shall be accompanied by a fee in the amount established in the City Fee Schedule for Development Permits. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act.

#### **§ 98.05 ACTION ON PERMIT APPLICATIONS.**

(A) City review of permit applications. Completed permit applications, containing all required documentation, shall be examined by the City Engineer within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the City Engineer shall reject such application in writing, stating the reasons therefor. If the City Engineer is satisfied that the proposed work conforms to the requirements of this chapter and applicable ordinances, codes, laws, rules, and regulations, the City Engineer 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 City Engineer, that the construction proposed under the application shall be in full compliance with the requirements of this chapter.

(B) Additional City review of applications of telecommunications retailers.

- (1) Pursuant to the Telephone Company Act, ILCS Ch. 220, Act 65, § 4, a telecommunications retailer shall notify the City that it intends to commence work governed by this chapter 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 City 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 City Engineer 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 City Engineer fails to provide such specification of location to the telecommunications retailer within either ten days after service of notice to the City by the telecommunications retailer in the case of work not involving excavation for new construction or 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 chapter.
- (3) Upon the provision of such specification by the City, where a permit is required for work pursuant to § 98.04 the telecommunications retailer shall submit to the City 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 division (A) of this section.

(C) Additional City 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 City, unless otherwise acted upon by the City, provided the holder has complied with applicable City codes, ordinances, and regulations.

**§ 98.06 EFFECT OF PERMIT.**

(A) Authority granted; no property right or other interest created. A permit from the City authorizes a permittee to undertake only certain activities in accordance with this chapter on City 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 chapter 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) Pre-construction meeting required. No construction shall begin pursuant to a permit issued under this chapter prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the City with such City representatives in attendance as the City 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 City does not excuse the permittee from complying with other requirements of the City and applicable statutes, laws, ordinances, rules, and regulations.

**§ 98.07 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 City 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 chapter, it shall be treated as a request for variance in accordance with § 98.21. If the City 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.

**§ 98.08 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 City, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in divisions (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:
  - a. Five million dollars (\$5,000,000) for bodily injury or death to each person;
  - b. Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
  - c. Five million dollars (\$5,000,000) for all other types of liability;
- (2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000) 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 one million dollars (\$1,000,000) per employee and per accident.

(B) 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.

(C) 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.

(D) Copies required. The utility shall provide copies of any of the policies required by this section to the City within ten days following receipt of a written request therefor from the City.

(E) 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 City by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Administrator of such intent to cancel or not to renew."

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

(F) Self-insurance. A utility may self-insure all or a portion of the insurance coverage and limit requirements required by division (A) of this section. 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 division (A), or the requirements of divisions (B), (C), and (D) of this section. A utility that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under division (A) of this section, such as evidence that the utility is a "private self-insurer" under the Workers Compensation Act.

(G) Effect of insurance and self-insurance on utility's liability. The legal liability of the utility to the City 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.

(H) 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 of Illinois. (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.)

**§ 98.09 INDEMNIFICATION.**

By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify and hold the City 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 chapter 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 chapter by the City, its officials, officers, employees, agents or representatives.

**§ 98.10 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 chapter;
- (2) Any expenditure, damage, or loss incurred by the City occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the City issued pursuant to this chapter; and
- (3) The payment by permittee of all liens and all damages, claims, costs, or expenses that the City may pay or incur by reason of any action or nonperformance by permittee in violation of this chapter including, without limitation, any damage to public property or restoration work the permittee is required by this chapter to perform that the City 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 City from the permittee pursuant to this chapter or any other applicable law.

(B) Form. The permittee shall provide the Security Fund to the City in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the City, or an unconditional letter of credit in a form acceptable to the City. Any surety bond or letter of credit provided pursuant to this division shall, at a minimum:

- (1) Provide that it will not be canceled without prior notice to the City and the permittee;
- (2) Not require the consent of the permittee prior to the collection by the City of any amounts covered by it; and

- (3) Shall provide a location convenient to the City and within the State of Illinois 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 City Engineer, and may also include reasonable, directly related costs that the City 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 City, 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 City Engineer 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 division (C) for any single phase.

(D) Withdrawals. The City, upon 14 days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this division, may withdraw an amount from the Security Fund, provided that the permittee has not reimbursed the City 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 City for any damages, claims, costs or expenses which the City has been compelled to pay or incur by reason of any action or non-performance by the permittee; or
- (4) Fails to comply with any provision of this chapter that the City 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 City that any amount has been withdrawn from the Security Fund, the permittee shall restore the Security Fund to the amount specified in division (C) of this section.

(F) Interest. The permittee may request that any and all interest accrued on the amount in the Security Fund be returned to the permittee by the City, upon written request for said withdrawal to the City, provided that any such withdrawal does not reduce the Security Fund below the minimum balance required in division (C) of this section.

(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 City for failure by the permittee to comply with any provisions of this chapter 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 City to the

extent necessary to cover any reasonable costs, loss or damage incurred by the City 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 City with respect to the Security Fund are in addition to all other rights of the City, whether reserved by this chapter 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 City may have. Notwithstanding the foregoing, the City shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.

**§ 98.11 PERMIT SUSPENSION AND REVOCATION.**

(A) City right to revoke permit. The City may revoke or suspend a permit issued pursuant to this chapter for one or more of the following reasons:

- (1) Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
- (2) Non-compliance with this chapter;
- (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 City shall send written notice of its intent to revoke or suspend a permit issued pursuant to this chapter 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.

- (1) Upon receipt of a written notice of revocation or suspension from the City, the permittee shall have the following options:
  - (a) Immediately provide the City with evidence that no cause exists for the revocation or suspension;
  - (b) Immediately correct, to the satisfaction of the City, the deficiencies stated in the written notice, providing written proof of such correction to the City within five working days after receipt of the written notice of revocation; or
  - (c) 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 City providing written proof of such removal to the City within ten days after receipt of the written notice of revocation.

(2) The City may, in its discretion, for good cause shown, extend the time periods provided in this division.

(D) Stop work order. In addition to the issuance of a notice of revocation or suspension, the City may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within division (A) of this section.

(E) Failure or refusal of the permittee to comply. If the permittee fails to comply with the provisions of division (C) of this section, the City or its designee may, at the option of the City: correct the deficiencies; upon not less than 20 days notice to the permittee, remove the subject facilities or equipment; or after not less than 30 days notice to the permittee of failure to cure the non-compliance, deem them abandoned and property of the City. The permittee shall be liable in all events to the City for all costs of removal.

**§ 98.12 CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS.**

(A) Notification of change. A utility shall notify the City 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 chapter, 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 City'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.

**§ 98.13 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 chapter, the City Engineer shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the City Engineer shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.

**§ 98.14 TRAFFIC CONTROL.**

(A) Minimum requirements. The City'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 § 98.20, 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 City.

**§ 98.15 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 division.

- (1) No interference with City facilities. No utility facilities shall be placed in any location if the City Engineer determines that the proposed location will require the relocation or displacement of any of the City's utility facilities or will otherwise interfere with the operation or maintenance of any of the City'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 by users of 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 highway only if:
  - (a) 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;
  - (b) 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;
  - (c) 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;
  - (d) No pole is located in the ditch line of a highway; and
  - (e) 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:
  - (a) The facility is located as near the right-of-way line as practicable and not more than eight feet (2.4 m) from and parallel to the right-of-way line;
  - (b) 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

- (c) 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 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 City 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 highway only if:
  - (a) It has a minimum vertical line clearance as required by ICC's rules entitled, "Construction of Electric Power and Communication Lines" (83 Ill. Adm. Code 305);
  - (b) 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
  - (c) 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:
  - (a) The design materials and construction methods will provide maximum maintenance free service life; and
  - (b) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.
- (6) Markers. The City 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 City 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 City may restrict the location and size of any freestanding facility located within a right-of-way.
- (2) The City may require any freestanding facility located within a right-of-way to be screened from view.

(F) Facilities installed above ground. Above ground facilities may be installed only if:

- (1) No other existing facilities in the area are located underground;
- (2) 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 is strongly discouraged.

(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:
  - (a) 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;
  - (b) The type, length, value, and relative importance of the highway structure in the transportation system;

- (c) The alternative routings available to the utility and their comparative practicability;
- (d) The proposed method of attachment;
- (e) The ability of the structure to bear the increased load of the proposed facility;
- (f) The degree of interference with bridge maintenance and painting;
- (g) The effect on the visual quality of the structure; and
- (h) The public benefit expected from the utility service as compared to the risk involved.

(H) Appearance standards.

- (1) The City 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.

**§ 98.16 CONSTRUCTION METHODS AND MATERIALS.**

(A) Standards and requirements for particular types of construction methods.

- (1) Boring or jacking.
  - (a) Pits and shoring. Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the City Engineer 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.
  - (b) Wet boring or jetting. Wet boring or jetting shall not be permitted under the roadway.
  - (c) 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).

- (d) 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.
- (e) Tree preservation. Any facility located within the drip line of any tree designated by the City 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."

- (a) Length. The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the City Engineer.
- (b) Open trench and excavated material. Open trench and windrowed excavated material shall be protected as required by Chapter 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.
- (c) Drip line of trees. The utility shall not trench within the drip line of any tree designated by the City to be preserved.

(3) Backfilling.

- (a) 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.
- (b) 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 City Engineer, 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 City Engineer.

(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 division (4) is permitted under § 100.21, the following requirements shall apply:

- (a) 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 City Engineer.
- (b) 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 City.
- (c) All saw cuts shall be full depth.
- (d) 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.

- (a) 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 City.
- (b) 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.
- (c) In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or City 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 City. Bell and spigot type pipe shall be encased regardless of installation method.
- (d) In the case of gas pipelines of 60 psig or less, encasement may be eliminated.
- (e) In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: extra heavy pipe is used that precludes future maintenance or repair and cathodic protection of the pipe is provided;

- (f) 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
Communication, Cable or Video Service Lines	18 Inches
Gas or Petroleum Products	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.

- (a) Code compliance. Electric power or communications facilities within City 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.
- (b) 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.
- (c) 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: 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 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.
- (d) 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 City. 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:

- (a) The use of "moles," "whip augers," or other approved methods which compress the earth to move the opening for the pipe;
- (b) Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;
- (c) Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or
- (d) 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 City 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-B31.4).

(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 by heavy duty plastic or similar material approved by the City Engineer. With the approval of the City Engineer, 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 City Engineer. 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 City.
- (3) Hazardous materials. The plans submitted by the utility to the City 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 City, 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 City Engineer when emergency work is required to restore vital utility services.
- (3) Unless otherwise permitted by the City, the hours of construction are those set forth in this chapter.

(E) Location of existing facilities. Any utility proposing to construct facilities in the City 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 City 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 City 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, ILCS Ch. 220, Act 50, §§ 1 *et seq.*

**§ 98.17 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 City 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 chapter.

(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 City 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 City 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 City 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 division (2), no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the City 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 City Engineer that such spraying is the only practicable method of vegetation control.

**§ 98.18 REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES.**

(A) Notice. Within 90 days following written notice from the City, 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 City improvement in or upon, or the operations of the City in or upon, the rights-of-way.

(B) Removal of unauthorized facilities. Within 30 days following written notice from the City, 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 chapter; 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 City retains the right and privilege to cut or move any facilities located within the rights-of-way of the City, as the City 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 City, the utility shall notify the City within 90 days. Following receipt of such notice the City may direct the utility to remove all or any portion of the facility if the City Engineer determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the City does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the City, 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.

#### **§ 98.19 CLEAN-UP 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 City. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the City Engineer. 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 City Engineer for good cause shown.

**§ 98.20 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 City and at the utility's expense.

(B) Emergency maintenance procedures. Emergencies may justify non-compliance 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 City Engineer 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 City 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 City a description of the repairs undertaken in the right-of-way within 48 hours after an emergency repair.

(D) Graffiti removal. The utility shall be solely responsible for the cost of the removal of all graffiti from all of its cable cabinets and other equipment. If graffiti is not removed after ten days written notice from the City to the utility, then the City may, but is not obligated, to so remove the said graffiti. Upon demand by the City to the utility, the City shall be reimbursed for all costs incurred by the City for said graffiti removal.

(E) Reduction in size of cable cabinets. If and when the availability of the size of the cable cabinets are reduced in size, the utility shall be required at its sole cost and expense to immediately replace all of its oversized installed cabinets with a reduced size cabinet.

**§ 98.21 VARIANCES.**

(A) Request for variance. A utility requesting a variance from one or more of the provisions of this chapter must do so in writing to the City Engineer as a part of the permit application. The request shall identify each provision of this chapter from which a variance is requested and the reasons why a variance should be granted.

(B) Authority to grant variances. The City Engineer shall decide whether a variance is authorized for each provision of this chapter identified in the variance request on an individual basis.

(C) Conditions for granting of variance. The City Engineer 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 from which a 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 City Engineer may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this chapter but which carry out the purposes of this chapter.

(E) Right to appeal. Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the City Engineer under the provisions of this chapter shall have the right to appeal to the City Board, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the City Clerk within 30 days after the date of such order, requirement, decision or determination. The City 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 City Board shall timely decide the appeal.

#### **§ 98.22 ENFORCEMENT.**

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

#### **§ 98.99 PENALTY.**

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this chapter shall be subject to a fine in accordance with the penalty provisions of this Code. There may be times when the City 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 chapter. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the City'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 City. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it.

[end]

**SECTION 3. Severability.**

If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

**SECTION 3. Effective Date.**

This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2017 pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

\_\_\_\_\_  
**Terry Renner, Mayor**

\_\_\_\_\_  
**Mary Beth Hyde, City Clerk**

ATTESTED, Filed in my office,  
And published in pamphlet form  
This \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Clerk of the City of the City of Galena  
Jo Daviess County, Illinois.

# CITY OF GALENA, ILLINOIS

101 Green Street, PO Box 310, Galena, Illinois 61036



## MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Andy Lewis, City Engineer *A Lewis*

DATE: May 24 2016

RE: Sidewalk Replacement Program  
Approval of Change Order #1

At the previous meeting, after much discussion, the city council decided to remove the brick paver band from areas of sidewalk to be replaced on Main Street. The attached change order details the amendments to the project to keep within the approved contract amount of \$122,560. In summary, the plan is to delete areas of sidewalk replacement from Commerce Street together with some minor items and use that saving for additional sidewalk replacement and removal of brick pavers in Main Street. Project cost increase is estimated at \$10.

We plan to commence work during the next few weeks if weather conditions are suitable. Contract duration will be 4 weeks.

I recommend the city council approves change order #1 with Louie's Trenching Service.

**CHANGE ORDER**

NUMBER: 1

PROJECT: Sidewalk Replacement Program

OWNER: City of Galena

ADDRESS: 101 Green Street, Galena IL 61036

CONTRACTOR: Louie's Trenching Service

ADDRESS: 9720 RT 20 W, Galena IL 61036

ENGINEER/ARCHITECT: City of Galena

**DESCRIPTION OF CHANGE ORDER**

You are directed to make the following changes to the contract documents:

Ref. #	Work Item	Justification	Quantity	Unit Cost	Amount \$
1	Remove and replace 5" thick sidewalk at various locations	ADD ITEM: City council agreed to delete brick pavers	2020	13	26,260.00
5	Spot repairs to sidewalk with concrete, each less than 2 SF in area	DELETE ITEM: City council agreed to delete brick pavers	80	100	(8,000.00)
7	Place cold-patch to areas of deteriorated sidewalk	DELETE ITEM: City council agreed to delete brick pavers	5	200	(1,000.00)
A1	Remove and replace 5" thick sidewalk at various locations	DELETE ITEM: City council agreed to delete brick pavers	1350	13	(17,550.00)
A2	Remove and replace 7" thick sidewalk at various locations	DELETE ITEM: City council agreed to delete brick pavers	300	14.5	(4,350.00)
A3	Remove and replace 9" thick crosswalks, including steel dowels	DELETE ITEM: City council agreed to delete brick pavers	150	33	(4,950.00)
A5	Remove brick pavers, sand bedding and concrete base.	ADD NEW ITEM: City council agreed to delete brick pavers	1920	5	9,600.00
	<b>TOTAL</b>				<b>10.00</b>

ATTACHMENTS: (List items and dates below)  
See revised quantities table  
City council agreed to delete brick pavers at meeting on 2/27/17

CHANGE IN CONTRACT PRICE:

Original contract price	\$ 122,560.00
Net change previous change orders	\$ -
Revised contract price with previous change orders	\$ 122,560.00
Net change of this change order	\$ 10.00
Contract price with all approved change orders	\$ 122,570.00

CHANGE IN CONTRACT TIME

Original contract substantial completion date	5-May-17
Contract completion date adjustment previous change order	5-May-17
Contract completion date adjustment this change order	0 Days
Adjusted contract substantial completion date including change orders	5-May-17

Recommended by:

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

**SIDEWALK REPLACEMENT PROGRAM 2016**

				Louie's Trenching Service						
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	TOTAL \$	REVISED QUANTITY	UNIT COST \$	TOTAL \$	Reduction	Increase
<b>PHASE I</b>										
1	Remove and replace 5" thick sidewalk at various locations	SF	3200	13	41,600.00	5220	13	67,860.00		2020
2	Remove and replace 7" thick sidewalk at various locations	SF	640	14.5	9,280.00	640	14.5	9,280.00		
3	Remove and replace 9" thick crosswalks, including steel dowels	SF	590	33	19,470.00	590	33	19,470.00		
4	Remove and replace 24" curb and gutter, including steel dowels	LF	10	40	400.00	10	40	400.00		
<b>ADDITIONAL ITEMS</b>								-		
5	Spot repairs to sidewalk with concrete, each less than 2 SF in area	SF	80	100	8,000.00	0	100	-	80	
6	Detectable warnings - concrete or clay tile	SF	40	50	2,000.00	40	50	2,000.00		
7	Place cold-patch to areas of deteriorated sidewalk (city will supply cold-patch in 50 lb. bags)	Bag	5	200	1,000.00	0	200	-	5	
8	Apply single coat of high solids sealer to existing sidewalk	SY	5000	0.5	2,500.00	5000	0.5	2,500.00		
9	Wood ramp/walkways with handrail to allow access to property - minimum of four walkways	Sum	1	3000	3,000.00	1	3000	3,000.00		
<b>TOTAL BASE BID</b>					<b>87,250.00</b>			<b>104,510.00</b>		
<b>ALTERNATE ITEMS</b>										
<b>PHASE II</b>										
A1	Remove and replace 5" thick sidewalk at various locations	SF	1350	13	17,550.00	0	13	-	1350	
A2	Remove and replace 7" thick sidewalk at various locations	SF	300	14.5	4,350.00	0	14.5	-	300	
A3	Remove and replace 9" thick crosswalks, including steel dowels	SF	370	33	12,210.00	220	33	7,260.00	150	
A4	Re-set areas of brick pavers at selected locations	SF	100	12	1,200.00	100	12	1,200.00		
A5	Remove brick pavers, sand bedding and concrete base.	SF				1920	5	9,600.00		
<b>TOTAL ALTERNATES</b>					<b>35,310.00</b>			<b>18,060.00</b>		
<b>TOTALS</b>					<b>122,560.00</b>			<b>122,570.00</b>		

# CITY OF GALENA, ILLINOIS

101 Green Street, PO Box 310, Galena, Illinois 61036



## MEMORANDUM

TO: Honorable Mayor Renner and City Council

FROM: Andy Lewis, City Engineer *ALewis*

DATE: 8 March 2017

RE: Franklin Street Storm Water Intake Structure  
Approval of Bid

Bids to complete permanent repair to the Franklin Street storm water intake were sent to four contractors, of which four responded with results summarized below.

REF.	CONTRACTOR	BASE BID \$
1	Louie's Trenching Service	149,235.00
2	Civil Constructors	108,231.72
3	Fischer Excavating	178,760.00
4	MNS Construction	184,720.00

This project involves replacement of the reinforced concrete roof slab to the pressure storm water intake structure at the intersection of Franklin and Bench Street. Temporary shoring work installed last year will be removed as part of the proposed work. The bid from Civil Constructors at \$108,231.72 compares favorably with IIW Engineers estimate of \$110,000.

During construction this intersection will be closed to vehicles with only pedestrian access available. We will inform the school bus department and post appropriate signs to reroute traffic away from this area. The contract duration is three weeks with a completion date in mid-May. However, this may have to be extended depending on the amount of seasonal rainfall.

I recommend the city council approve the bid with Civil Constructors for the sum of \$108,231.72 for the Franklin Street intake structure. The new budget includes \$110,000 for this project.

**MEMORANDUM**

TO: Honorable Mayor Renner and City Council

FROM: Matt Oldenburg, Deputy City Engineer

DATE: 8 March 2017

RE: Galena Fire Department Ramp Project  
Approval of Bid

As part of ongoing improvements to the Galena Fire Department, the fire station ramp at 101 South Bench Street needs to be replaced. Requests for bids were sent to five contractors. Three bids were returned to City Hall on Tuesday, 7 March 2017 at 10:00 am.

The proposed work includes:

1. Remove and replace existing ramp with 9-inch thick, fiber reinforced, colored concrete in three phases.
2. Remove limestone blocks (5.3 LF) on the Hill Street side and replace with concrete, mountable curb.
3. Remove and replace the adjacent sidewalk with exposed aggregate, 7-inch thick concrete.
4. Remove and replace the adjacent, depressed curb and gutter.
5. Remove and replace damaged area of the street around the storm drain and manhole.

Three bids were received, detailed in attached tabulation and summarized below as follows:

<b>Contractor</b>	<b>Base Bid \$</b>	<b>Alternate Items \$</b>
Civil Constructors, Inc.	59,932.80	13,999.50
Louie's Trenching Service	72,928.00	12,490.00
M&N Sproule Construction	94,873.00	10,190.00

We recommend the City Council approves the bid of \$59,932.80 from Civil Constructors to perform the work for the base bid items, as well as alternate items A1-A2 for the colorant and street work, totaling \$10,620. Alternate items A3-A5 are pre-priced in case we encounter poor subsurface conditions (not expected). The Fire Department has \$50,000.00 budgeted for the project in the current cycle and the balance will be budgeted for FY 2017-18.

CITY OF GALENA  
 GALENA FIRE DEPARTMENT - FIRE STATION RAMP PROJECT  
 BID DATE - 7 MARCH 2017

ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	CIVIL CONSTRUCTORS, INC.		LOUIES TRENCHING SERVICE		M&N SPROULE CONSTRUCTION	
				UNIT PRICE \$	TOTAL COST \$	UNIT PRICE \$	TOTAL COST \$	UNIT PRICE \$	TOTAL COST \$
	<b>General</b>								
1	Mobilization, Bonds, Insurance & Construction Staking	1	LS	\$ 7,800.00	\$ 7,800.00	\$ 5,800.00	\$ 5,800.00	\$ 4,700.00	\$ 4,700.00
2	Traffic Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00
	<b>Ramp Reconstruction</b>								
3	Unclassified Excavation including saw cutting, approximately 3550 square feet of main ramp	1	LS	\$ 6,300.00	\$ 6,300.00	\$ 4,800.00	\$ 4,800.00	\$ 14,450.00	\$ 14,450.00
4	Crushed Aggregate Base Course CA-10 (88 CY)	120	TONS	\$ 27.00	\$ 3,240.00	\$ 15.00	\$ 1,800.00	\$ 14.00	\$ 1,680.00
5	PCC Pavement, 9-inch thickness, with #6 x 30 inch epoxy dowels @ 2 feet centers, expansion joints and fiber added	3,550	SF	\$ 8.50	\$ 30,175.00	\$ 14.00	\$ 49,700.00	\$ 18.00	\$ 63,900.00
	<b>Sidewalk</b>								
6	PCC Sidewalk, Exposed Aggregate, 7-inch thickness, Remove & Replace, with expansion joint at back of curb, color to match downtown sidewalk standard	425	SF	\$ 12.00	\$ 5,100.00	\$ 16.00	\$ 6,800.00	\$ 12.00	\$ 5,100.00
7	Detectable Warning Cast Iron Plates	12	SF	\$ 45.00	\$ 540.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
	<b>Curb &amp; Gutter</b>								
8	PCC Depressed Curb & Gutter, Remove & Replace, with #5 x 30 inch epoxy dowels @ 2 feet centers on street side	87	LF	\$ 63.00	\$ 5,481.00	\$ 30.00	\$ 2,610.00	\$ 44.00	\$ 3,828.00
	<b>Miscellaneous</b>								
9	Remove Limestone Blocks (5.3 LF), replace with mountable curb	5.3	LF	\$ 56.00	\$ 296.80	\$ 60.00	\$ 318.00	\$ 50.00	\$ 265.00
	<b>BASE BID TOTAL: Items #1-#9</b>				\$ 59,932.80		\$ 72,928.00		\$ 94,873.00
	<b>ALTERNATE OPTIONS</b>								
A1	Concrete Pigment	1	LS	\$ 9,850.00	\$ 9,850.00	\$ 7,500.00	\$ 7,500.00	\$ 5,200.00	\$ 5,200.00
A2	PCC Street, 9-inch, remove & replace, with #6 x 30 inch epoxy dowels @ 2 feet centers	55	SF	\$ 14.00	\$ 770.00	\$ 40.00	\$ 2,200.00	\$ 40.00	\$ 2,200.00
A3	3-inch Breaker Run	100	TONS	\$ 20.00	\$ 2,000.00	\$ 15.00	\$ 1,500.00	\$ 14.00	\$ 1,400.00
A4	Geotextile Fabric - ATSM D3776, (Mod) = min. 6.0 oz/sq. yd., ATSM D4632 Grab Strength = 160 lb. min.	395	SY	\$ 2.10	\$ 829.50	\$ 2.00	\$ 790.00	\$ 2.00	\$ 790.00
A5	Excavation & Disposal - Core-out for soft areas due to poor bearing capacity	50	CY	\$ 11.00	\$ 550.00	\$ 10.00	\$ 500.00	\$ 12.00	\$ 600.00
	<b>*ALTERNATE BID TOTAL: Items #A1-#A5</b>				\$ 13,999.50		\$ 12,490.00		\$ 10,190.00

# CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



## MEMORANDUM

TO: Honorable Mayor Renner and City Council  
 FROM: Andy Lewis, City Engineer and Janelle Keeffer, Facilities Manager  
 DATE: March 9, 2017  
 RE: Gateway Restroom Options

*Janelle*

### *A history of this project:*

In 2014, the city received grant approval from the Illinois Department of Commerce and Economic Opportunity (DCEO) for construction of public restrooms at Gateway Park. The original grant was for \$50,000, and plans were designed for a permanent structure. We received a check for \$12,500 upfront to fund the project.

In the midst of the state budget crisis, we received a letter from DCEO rescinding the grant due to budget cuts, with the exception of the \$12,500 which had already been paid to the city. We are now approaching deadline—May 1—for completing a restroom in accordance with the grant, or we will forfeit the \$12,500 received.

City staff and the Gateway team, consisting of representatives from Jo Daviess Conservation Foundation and the Galena Area Land Enthusiasts—partners at the preserve—have spent considerable time researching options. We recommend:

### **Utilizing DCEO Grant Money**

- Purchase one ADA compliant porta potty \$ 3,000
- Build a privacy fence around the porta potty \$ 3,000
- Install motion sensor, solar-powered security lighting \$ 4,500
- Re-grading of gravel leading to the existing concrete pad \$ 2,000

**Subtotal Grant Money Proposed Use \$12,500**

### **Annual Budget / Expense for the City**

- Weekly cleaning and monthly dumping of porta potty \$ 1,500  
 \$115 / month x 12 months + \$100 for winterization

**Subtotal City Budget Annual Expense \$ 1,500**

In addition to our park guests and school groups who visit, we have a team of volunteers at Gateway who are working at the park weekly, year round. A porta potty is a flexible solution for the need for restroom facilities at this public park and is consistent with offerings at other JDCF properties. Other options researched limited access during winter months and were estimated to be more costly to maintain.

Thank you for your consideration.

# CITY OF GALENA, ILLINOIS

101 Green Street, Galena, Illinois 61036



## MEMORANDUM

TO: Honorable Mayor Renner and City Council  
 FROM: Janelle Keeffer, Facilities Manager *Janelle*  
 DATE: March 9, 2017  
 RE: 2017 Custodial Contracts

Our annual custodial contracts for cleaning facilities, including public restrooms, are coming due in April. Last year, we completed the transition of all three of our custodians to a contractual agreement for consistency, defining criteria and expectations.

Facilities inspections were completed periodically to assess that performance relative to expectations, and feedback was given to each janitorial contractor.

Based on these performance evaluations, I would like to recommend the council approve proposed contracts for:

- Turner Hall and Public Works Buildings—Jeremy White
- Recreation Park, Grant Park, City Hall, and City Hall Public Restrooms—Mary Halstead

The proposed contracts are attached. Costs for the Turner Hall and Public Works buildings would remain unchanged from the current year. Following three years of no cost increases, an increase of the monthly fees for the parks and City Hall contracts is proposed by Mary Halstead. The current and proposed costs are shown in Table 1.

Table 1. Current and Proposed Janitorial Costs for Mary Halstead Contracts

Facility	Current Cost	Proposed Cost
Recreation Park North	\$450	\$510
Recreation Park South	\$450	\$510
Grant Park	\$450	\$510
City Hall	\$480	\$560
City Hall Public Restrooms	\$450	\$540

I would also like to recommend that cleaning for the Hello Galena restrooms be opened for bids. Cost for services as well as quality of services provided should be considered when making a final decision. A copy of the request for bid document is provided with this memo.

**INDEPENDENT CONTRACTOR AGREEMENT FOR JANITORIAL SERVICES**  
**BETWEEN THE CITY OF GALENA AND WHITE CONSTRUCTION CO. INC. FOR**  
**THE PUBLIC WORKS BUILDING**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Jeremy White, DBA White Construction Co. Inc. an independent contractor, hereinafter referred to as (“Contractor”), and the City of Galena, an Illinois Municipal Corporation, hereinafter referred to as (“City”).

The parties have entered into an independent contractor agreement in writing where Contractor agrees to provide janitorial services to City in the maintenance of certain property, facilities and equipment, reference to which this agreement is made and by reference made a part of this agreement.

In consideration of premises and the promises contained and the payments as provided to be made, the parties agree as follows:

1. City agrees to engage the services of Contractor and agrees to pay Contractor for services at the rate of One-Hundred and Ten Dollars (\$110.00) per month. The above-stated rate is to continue in force and effect for the period commencing on May 1, 2017 and concluding April 30, 2018.
2. Contractor shall provide janitorial services for the City. Said services shall involve the cleaning of the City of Galena Public Works Building.
3. Contractor shall clean each facility once weekly in accordance with the Public Works Janitorial Contractor Checklist attached hereto and made part hereof.
4. Cleaning shall include shall include, but is not limited to dusting, sweeping, mopping, scrubbing, polishing, vacuuming and collecting and depositing refuse and recyclables in all areas of the buildings, including restrooms, office, break room, and hallways. It is understood that there may be special occasions when cleaning outside of the schedule is required. Any such extraordinary hours, and the compensation for same, have been accounted for by the parties in the compensation terms described in paragraph one hereof.
5. The City shall provide all cleaning agents, equipment, materials, and tools required. The City shall provide all paper products such as hand towels, toilet paper and trash can liners. Contractor shall inform the City when such supplies need to be replenished. Contractor shall also inform City of any equipment malfunctions or problems or damages relating to the buildings, facilities, utility systems, fixtures, tables, chairs, etc.
6. Contractor must be physically and mentally capable of performing all duties and tasks necessary to satisfactorily render janitorial maintenance services.

7. Contractor agrees to indemnify, hold harmless and defend the City, its officers, employees, agents and servants, from and against any and all liability, claims, demands, actions or suits of whatsoever character or kind, arising or resulting or in any way connected with Contractor's performance of this Agreement, the operations of the Contractor or the failure of the Contractor to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations.
8. In the event the Contractor hires any employees, agents or servants to assist the Contractor in the performance of this Agreement, then the Contractor shall be required to provide worker's compensation insurance coverage on behalf of said party or parties and agrees to name the City as an additional insured on said policy. Said worker's compensation insurance shall be for the purpose of insuring both the Contractor and the City against any worker's compensation liability or similar claim that may be made pursuant to acts arising out of the performance of this Agreement. A copy of said worker's compensation insurance coverage shall be provided to the City in such event.
9. Contractor shall at all times be an independent contractor under this agreement, rather than a covenantor, agent, employee, or representative of the City, and no act, action, or omission to act by the Contractor, or any of her principals, officers, directors, employees, or agents, shall in any way obligate or be binding upon the City or its officials. Contractor covenants and agrees that he shall not represent to any third party that she or any of her principals, officers, directors, employees, or agents are officials, agents, employees, or representatives of the City.

Accordingly, Contractor's status as independent contractor shall require that:

- a) City controls only the result to be achieved by the work of the Contractor but not the means by which such work is accomplished;
  - b) Contractor's only compensation shall be "profit" (or contract payments) and not "wages", and from which such payments no withholding will be made;
  - c) Contractor shall not work exclusively (within any twelve (12) month period) for City;
  - d) Contractor shall not be entitled to vacation, health, sick leave, pension, or any other "employee" type benefits.
10. Contractor affirmatively states that he/she is a sole proprietor or a business that shall remain an equal opportunity employer which does not discriminate in its employment practices or in the award of contracts and as such does not discriminate based on race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran, or marital status, in accordance with applicable federal, state and local laws.
  11. Contractor agrees and promises to comply with all applicable ordinances, statutes and regulations, including but not limited to the equal employment and affirmative action provisions pertaining to public contracts by Section 2-105 of the Illinois Human

Rights Act (Codified as paragraph 2-105 of Chapter 775 of the Illinois Compiled Statutes as amended).

12. This agreement may be terminated with 30 days written notice by either party.
13. It is further agreed that this agreement may be renewed upon the same terms and conditions, subject to mutual agreement by the parties.
14. This agreement shall be binding and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.
15. This document shall contain the entirety of the agreement between the parties concerning the subject matter thereof, and shall not be modified except in a writing signed by both parties.

In the use of the agreement the term "he" shall mean male, female, neutral gender and plural or singular as the context may require.

**CITY OF GALENA, ILLINOIS,**  
A municipal corporation,

**BY:** \_\_\_\_\_  
TERRY RENNER, MAYOR

**ATTESTED BY:** \_\_\_\_\_  
MARY BETH HYDE, CITY CLERK

\_\_\_\_\_  
CONTRACTOR

**ATTESTED BY:** \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE WORKER**

**BETWEEN THE CITY OF GALENA AND WHITE CONSTRUCTION CO. INC. FOR TURNER HALL**

This agreement, made and entered into this \_\_\_\_\_ day of April, 2017, by and between Jeremy White, DBA White Construction Co. Inc., an independent contractor, hereinafter referred to as ("Maintenance Worker"), and the City of Galena, an Illinois Municipal Corporation, hereinafter referred to as ("City").

The parties have entered into an independent contractor agreement in writing where Maintenance Worker agrees to provide maintenance services to City in the maintenance of certain property, facilities and equipment, reference to which this agreement is made and by reference made a part of this agreement.

In consideration of premises and the promises contained and the payments as provided to be made, the parties agree as follows:

1. City agrees to engage the services of Maintenance Worker in City's Janitorial/Maintenance Department, in the City of Galena, and agrees to pay Maintenance Worker for services and materials at the rate of Three Hundred and Fifty Dollars (\$350.00) per month. The above-stated rate is to continue in force and effect beginning May 1, 2017 and concluding April 30, 2018.
2. Maintenance Worker shall provide janitorial services for the City. Said services shall involve the maintenance and cleaning of Turner Hall. Maintenance Worker shall clean and perform minor maintenance. Said cleaning and maintenance shall include, but is not limited to dusting, sweeping, mopping, scrubbing and collecting and depositing refuse in all restrooms, rooms, kitchen, main hall, hallways and furniture, etc. It is understood that the use of the Turner Hall complex may, from time-to-time, require extraordinary hours of work. Any such extraordinary hours, and the compensation for same, have been accounted for by the parties in the compensation terms described in paragraph one hereof. Maintenance Worker shall clean Turner Hall once a week, before and after each performance or occupancy and as necessary during long running performances and occupancies.
3. The City shall provide all cleaning materials required. The City shall provide all paper products such as hand towels, toilet paper and trash can plastic liners. Maintenance Worker shall inform the City when such supplies need to be replenished. Maintenance Worker shall also inform City of any equipment malfunctions or problems relating to the building's structures, facilities, utility systems, fixtures, tables, chairs, etc.
4. Maintenance worker must be physically and mentally capable of performing all duties and tasks necessary to satisfactorily render janitorial maintenance services.
5. It is further agreed that this agreement may be renewed upon the same terms and conditions, subject to mutual agreement by the parties.

6. Maintenance worker agrees to indemnify, hold harmless and defend City, its officers, employees, agents and servants, from and against any and all liability, claims, demands, actions or suits of whatsoever character or kind, arising or resulting or in any way connected with maintenance worker's performance of this Agreement, the operations of the maintenance worker or the failure of the maintenance worker to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations.
7. In the event maintenance worker hires any employees, agents or servants to assist maintenance worker in the performance of this Agreement, then maintenance worker shall be required to provide worker's compensation insurance coverage on behalf of said party or parties and agrees to name the City as an additional insured on said policy. Said worker's compensation insurance shall be for the purpose of insuring both maintenance worker and the City against any worker's compensation liability or similar claim that may be made pursuant to acts arising out of the performance of this Agreement. A copy of said worker's compensation insurance coverage shall be provided to the City in such event.
8. Maintenance Worker shall at all times be an independent contractor under this agreement, rather than a covenantor, agent, employee, or representative of the City, and no act, action, or omission to act by Maintenance Worker, or any of her principals, officers, directors, employees, or agents, shall in any way obligate or be binding upon the City or its officials. Maintenance Worker covenants and agrees that he shall not represent to any third party that he or any of his principals, officers, directors, employees, or agents are officials, agents, employees, or representatives of the City.

Accordingly, Maintenance Worker's status as independent contractor shall require that:

- a) City controls only the result to be achieved by the work of Maintenance Worker but not the means by which such work is accomplished;
  - b) Maintenance Worker's only compensation shall be "profit" (or contract payments) and not "wages", and from which such payments no withholding will be made;
  - c) Maintenance Worker shall not work exclusively (within any twelve (12) month period) for City;
  - d) Maintenance Worker shall not be entitled to vacation, health, sick leave, pension, or any other "employee" type benefits.
9. Maintenance Worker affirmatively states that he/she is a sole proprietor or a business that shall remain an equal opportunity employer which does not discriminate in its employment practices or in the award of contracts and as such does not discriminate based on race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran, or marital status, in accordance with applicable federal, state and local laws.

- 10. Maintenance Worker agrees and promises to comply with all applicable ordinances, statutes and regulations, including but not limited to the equal employment and affirmative action provisions pertaining to public contracts by Section 2-105 of the Illinois Human Rights Act (Codified as paragraph 2-105 of Chapter 775 of the Illinois Compiled Statutes as amended).
- 11. This agreement may be terminated with 30 days written notice by either party.
- 12. It is further agreed that this agreement may be renewed upon the same terms and conditions, subject to mutual agreement by the parties.
- 13. This agreement shall be binding and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.
- 14. This document shall contain the entirety of the agreement between the parties concerning the subject matter thereof, and shall not be modified except in a writing signed by both parties.

In the use of the agreement the term "he" shall mean male, female, neutral gender and plural or singular as the context may require.

**CITY OF GALENA, ILLINOIS,**  
A municipal corporation,

BY: \_\_\_\_\_  
TERRY RENNER, MAYOR

**ATTESTED BY:** \_\_\_\_\_  
MARY BETH HYDE, CITY CLERK

\_\_\_\_\_  
MAINTENANCE WORKER

**ATTESTED BY:** \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT FOR JANITORIAL SERVICES**

**BETWEEN THE CITY OF GALENA AND MARY HALSTEAD**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Mary Halstead, an independent contractor, hereinafter referred to as (“Contractor”), and the City of Galena, an Illinois Municipal Corporation, hereinafter referred to as (“City”).

The parties have entered into an independent contractor agreement in writing where Contractor agrees to provide janitorial services to City in the maintenance of certain property, facilities and equipment, reference to which this agreement is made and by reference made a part of this agreement.

In consideration of premises and the promises contained and the payments as provided to be made, the parties agree as follows:

1. Contractor shall provide janitorial services for the City. Said services shall involve the cleaning of the following City facilities:
  - a. City Hall, 101 Green Street
  - b. Public Restrooms, 101 Green Street
  - c. North public restrooms at Rec Park, Field Street
  - d. South public restrooms at Rec Park, Field Street
  - e. Public restrooms at Grant Park, Park Avenue
2. City agrees to engage the services of Contractor and agrees to pay Contractor for services at the rates listed below for each individual facility:
  - a. City Hall, 101 Green Street (\$560 per month)
  - b. Public Restrooms, 101 Green Street (\$540 per month)
  - c. North public restrooms at Rec Park, Field Street (\$510 per month)
  - d. South public restrooms at Rec Park, Field Street (\$510 per month)
  - e. Public restrooms at Grant Park, Park Avenue (\$510 per month)
3. The above-stated rates are to continue in force and effect for the periods commencing and concluding as follows:
  - a. City Hall, 101 Green Street (May 1, 2017-April 30, 2018)
  - b. Public Restrooms, 101 Green Street (May 1, 2017-April 30, 2018)

- c. North public restrooms at Rec Park, Field Street (May 1, 2017-April 30, 2018)
  - d. South public restrooms at Rec Park, Field Street (May 1, 2017-April 30, 2018)
  - e. Public restrooms at Grant Park, Park Avenue (May 1, 2017-April 30, 2018)
4. Contractor shall clean each facility in accordance with the schedule attached hereto and made part hereof as Exhibit A.
  5. Cleaning shall include shall include, but is not limited to dusting, sweeping, mopping, scrubbing, polishing, vacuuming and collecting and depositing refuse and recyclables in all areas of the buildings, including restrooms, rooms, kitchen, and hallways. It is understood that there may be special occasions when cleaning outside of the schedule is required and that extra time may be required to complete the cleaning. **Any such extraordinary hours, and the compensation for same, have been accounted for by the parties in the compensation terms described in paragraph one hereof.** There shall be no adjustments to the compensation during the term of the contract.
  6. An inventory of fixtures to be cleaned is provided as Exhibit B, attached hereto and made part hereof. The specific cleaning requirements for each facility are described in Exhibits C and D, attached hereto and made part hereof.
  7. The City shall provide all cleaning agents, equipment, materials, and tools required. The City shall provide all paper products such as hand towels, toilet paper and trash can liners. Contractor shall inform the City when such supplies need to be replenished. Contractor shall also inform City of any equipment malfunctions or problems or damages relating to the buildings, facilities, utility systems, fixtures, tables, chairs, etc.
  8. Contractor must be physically and mentally capable of performing all duties and tasks necessary to satisfactorily render janitorial maintenance services.
  9. Contractor agrees to indemnify, hold harmless and defend the City, its officers, employees, agents and servants, from and against any and all liability, claims, demands, actions or suits of whatsoever character or kind, arising or resulting or in any way connected with Contractor's performance of this Agreement, the operations of the Contractor or the failure of the Contractor to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations.
  10. In the event the Contractor hires any employees, agents or servants to assist the Contractor in the performance of this Agreement, then the Contractor shall be required to provide worker's compensation insurance coverage on behalf of said party or parties and agrees to name the City as an additional insured on said policy. Said worker's compensation insurance shall be for the purpose of insuring both the Contractor and the City against any worker's compensation liability or similar claim that may be made pursuant to acts arising out of the performance of this Agreement. A copy of said worker's compensation insurance coverage shall be provided to the City in such event.
  11. Contractor shall at all times be an independent contractor under this agreement, rather than a covenantor, agent, employee, or representative of the City, and no act, action, or omission to act by the Contractor, or any of her principals, officers, directors, employees, or agents, shall in any way obligate or be binding upon the City or its officials. Contractor covenants and agrees that he shall not represent to any third party that she or any of her principals, officers, directors, employees, or agents are officials, agents, employees, or representatives of the City.

Accordingly, Contractor's status as independent contractor shall require that:

- a. City controls only the result to be achieved by the work of the Contractor but not the means by which such work is accomplished;
  - b. Contractor's only compensation shall be "profit" (or contract payments) and not "wages", and from which such payments no withholding will be made;
  - c. Contractor shall not work exclusively (within any twelve (12) month period) for City;
  - d. Contractor shall not be entitled to vacation, health, sick leave, pension, or any other "employee" type benefits.
11. Contractor affirmatively states that he/she is a sole proprietor or a business that shall remain an equal opportunity employer which does not discriminate in its employment practices or in the award of contracts and as such does not discriminate based on race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran, or marital status, in accordance with applicable federal, state and local laws.
  12. Contractor agrees and promises to comply with all applicable ordinances, statutes and regulations, including but not limited to the equal employment and affirmative action provisions pertaining to public contracts by Section 2-105 of the Illinois Human Rights Act (Codified as paragraph 2-105 of Chapter 775 of the Illinois Compiled Statutes as amended), attached as Exhibit E.
  13. This agreement may be terminated with 30 days written notice by either party.
  14. It is further agreed that this agreement may be renewed upon the same terms and conditions, subject to mutual agreement by the parties.
  15. This agreement shall be binding and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.
  16. This document shall contain the entirety of the agreement between the parties concerning the subject matter thereof, and shall not be modified except in a writing signed by both parties.

In the use of the agreement the term "he" shall mean male, female, neutral gender and plural or singular as the context may require.

**CITY OF GALENA, ILLINOIS,**  
A municipal corporation,

**BY:** \_\_\_\_\_  
TERRY RENNER, MAYOR

**ATTESTED BY:** \_\_\_\_\_  
MARY BETH HYDE, CITY CLERK

\_\_\_\_\_  
CONTRACTOR

**ATTESTED BY:** \_\_\_\_\_

**Exhibit A: City of Galena Public Buildings Cleaning Schedule**

Facility	Address/Location	Season	Days Per Week	Weekly Schedule	Approximate Sq. Feet
City Hall	101 Green Street	Annual	2	Every Tuesday and Friday (or instead of Friday, Sat/Sun)	7,000
Public Restrooms	101 Green Street	Annual	7	Daily	360
South Recreation Park Restrooms	Field Street	Mid-April-Mid-October	7	Daily	300
North Recreation Park Restrooms	Field Street	Mid-April-Mid-October	7	Daily	430
Grant Park Restrooms	Park Avenue	Mid-April-Mid-October	7	Daily	504

**Exhibit B: City of Galena Public Buildings Inventory of Fixtures**

Fixtures	City Hall	101 Green Street Pubic Restrooms	North Rec Park	South Rec Park	Grant Park
Sinks	3	4	4	3	4
Toilets	2	4	4	4	5
Urinals	0	2	3	2	2
Mirrors	2	4	4	4	4

**Exhibit C: City of Galena City Hall Cleaning Requirements**

CITY HALL	Task	City Hall 101 Green Street
Daily	Dust to remove all cobwebs.	X
	Dust all desks, table tops, and other horizontal surfaces.	X
	Damp mop all tile and concrete floors with a disinfectant solution.	X
	Vacuum all carpet floors and rugs. Clean spots prior to vacuuming.	X
	Spot clean doorknobs, doorjambs, and walls.	X
	Damp wipe vinyl chairs.	X
	Wash clean and dry mirrors. Dust frame of mirrors.	X
	Wash and dry all sinks inside and out and polish the metal fixtures.	X
	Clean all restroom toilets with disinfectant solution.	X
	Refill all dispensers, including soap, toilet paper, and paper towel.	X
	Other general cleaning as may be required to maintain a clean and orderly interior.	X
Bi-annually	Clean exterior of all windows once in spring and once in summer.	X

**Exhibit D: City of Galena Public Restroom Cleaning Requirements**

<b>PUBLIC RESTROOMS</b>	<b>Task</b>	<b>101 Green Street</b>	<b>North Rec Park</b>	<b>South Rec Park</b>	<b>Grant Park</b>
Daily	Dust to remove all cobwebs on interior and exterior of entry	X	X	X	X
	Damp mop all floors with a disinfectant solution.	X	X	X	X
	Spot clean all stall partitions, knobs, doorjambes, and walls.	X	X	X	X
	Wash clean and dry mirrors. Dust frame of mirrors. Clean light bulbs.	X	X	X	X
	Wash and dry all sinks inside and out and polish the metal fixtures.	X	X	X	X
	Wash and dry drinking fountain.	X	X		
	Clean all restroom toilets and urinals with disinfectant solution.	X	X	X	X
	Refill all dispensers, including soap, toilet paper, and sanitary napkin.	X	X	X	X
	Empty, spray with disinfectant, and wipe dry all sanitary napkin disposal containers.	X	X	X	X
	Other general cleaning that may be required to maintain a clean and orderly appearance.				
Quarterly	Complete wash, clean and dry all restroom walls and partitions. Stainless steel to be polished.	X			X
Bi-annually	Machine wash and scrub floors.	X			
Annually	Apply enzymatic cleaner to interior before closing for winter.		X	X	X

## Exhibit E

### HUMAN RIGHTS (775 ILCS 5/) Illinois Human Rights Act.

(775 ILCS 5/2-105) (from Ch. 68, par. 2-105)

Sec. 2-105. Equal Employment Opportunities; Affirmative Action.

(A) Public Contracts. Every party to a public contract and every eligible bidder shall:

(1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(2) Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;

(3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;

(4) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

(B) State Agencies. Every State executive department, State agency, board, commission, and instrumentality shall:

(1) Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;

(2) Provide such information and assistance as the Department may request.

(3) Establish, maintain, and carry out a continuing affirmative action plan consistent with this Act and the regulations of the Department designed to promote equal opportunity for all State residents in every aspect of agency personnel policy and practice. For purposes of these affirmative action plans, the race and national origin categories to be included in the plans are: American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islander. This plan shall include a current detailed status report:

(a) indicating, by each position in State service, the number, percentage, and average salary of individuals employed by race, national origin, sex and disability, and any other category that the Department may require by rule;

(b) identifying all positions in which the percentage of the people employed by race, national origin, sex and disability, and any other category that the Department may require by rule, is less than four-fifths of the percentage of each of those components in the State work force;

(c) specifying the goals and methods for increasing the percentage by race, national origin, sex and disability, and any other category that the Department may require by rule, in State positions;

(d) indicating progress and problems toward meeting equal employment opportunity goals, including, if applicable, but not limited to, Department of Central Management Services recruitment efforts, publicity, promotions, and use of options designating positions by linguistic abilities;

(e) establishing a numerical hiring goal for the employment of qualified persons with disabilities in the agency as a whole, to be based on the proportion of people with work disabilities in the Illinois labor force as reflected in the most recent decennial Census.

(4) If the agency has 1000 or more employees, appoint a full-time Equal Employment Opportunity officer, subject to the Department's approval, whose duties shall include:

(a) Advising the head of the particular State agency with respect to the preparation of equal employment opportunity programs, procedures, regulations, reports, and the agency's affirmative action plan.

(b) Evaluating in writing each fiscal year the sufficiency of the total agency program for equal employment opportunity and reporting thereon to the head of the agency with recommendations as to any improvement or correction in recruiting, hiring or promotion needed, including remedial or disciplinary action with respect to managerial or supervisory employees who have failed to cooperate fully or who are in violation of the program.

(c) Making changes in recruitment, training and promotion programs and in hiring and promotion procedures designed to eliminate discriminatory practices when authorized.

(d) Evaluating tests, employment policies, practices and qualifications and reporting to the head of the agency and to the Department any policies, practices and qualifications that have unequal impact by race, national origin as required by Department rule, sex or disability or any other category that the Department may require by rule, and to assist in the recruitment of people in underrepresented classifications. This function shall be performed in cooperation with the State Department of Central Management Services.

(e) Making any aggrieved employee or applicant for employment aware of his or her remedies under this Act.

In any meeting, investigation, negotiation, conference, or other proceeding between a State employee and an Equal Employment Opportunity officer, a State employee (1) who is not covered by a collective bargaining agreement and (2) who is the complaining party or the subject of such proceeding may be accompanied, advised and represented by (1) an attorney licensed to practice law in the State of Illinois or (2) a representative of an employee organization whose membership is composed of employees of the State and of which the employee is a member. A representative of an employee, other than an attorney, may observe but may not actively participate, or advise the State employee during the course of such meeting, investigation, negotiation, conference or other proceeding. Nothing in this Section shall be construed to permit any person who is not licensed to practice law in Illinois to deliver any legal services or otherwise engage in any activities that would constitute the unauthorized practice of law. Any representative of an employee who is present with the consent of the employee, shall not, during or after termination of the relationship permitted by this Section with the State employee, use or reveal any information obtained during the course of the meeting, investigation, negotiation, conference or other proceeding without the consent of the complaining party and any State employee who is the subject of the proceeding and pursuant to rules and regulations governing confidentiality of such information as promulgated by the appropriate State agency. Intentional or reckless disclosure of information in violation of these confidentiality requirements shall constitute a Class B misdemeanor.

(5) Establish, maintain and carry out a continuing sexual harassment program that shall include the following:

(a) Develop a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the agency's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. The policy shall be reviewed annually.

(b) Post in a prominent and accessible location and distribute in a manner to assure notice to all agency employees without exception the agency's sexual harassment policy. Such documents may meet, but shall not exceed, the 6th grade literacy level. Distribution shall be effectuated within 90 days of the effective date of this amendatory Act of 1992 and shall occur annually thereafter.

(c) Provide training on sexual harassment prevention and the agency's sexual harassment policy as a component of all ongoing or new employee training programs.

(6) Notify the Department 30 days before effecting any layoff. Once notice is given, the following shall occur:

(a) No layoff may be effective earlier than 10 working days after notice to the Department, unless an emergency layoff situation exists.

(b) The State executive department, State agency, board, commission, or instrumentality in which the layoffs are to occur must notify each employee targeted for layoff, the employee's union representative (if applicable), and the State Dislocated Worker Unit at the Department of Commerce and Economic Opportunity.

(c) The State executive department, State agency, board, commission, or instrumentality in which the layoffs are to occur must conform to applicable collective bargaining agreements.

(d) The State executive department, State agency, board, commission, or instrumentality in which the layoffs are to occur should notify each employee targeted for layoff that transitional assistance may be available to him or her under the Economic Dislocation and Worker Adjustment Assistance Act administered by the Department of Commerce and Economic Opportunity. Failure to give such notice shall not invalidate the layoff or postpone its effective date.

As used in this subsection (B), "disability" shall be defined in rules promulgated under the Illinois Administrative Procedure Act.

(C) Civil Rights Violations. It is a civil rights violation for any public contractor or eligible bidder to:

(1) fail to comply with the public contractor's or eligible bidder's duty to refrain from unlawful discrimination and discrimination based on citizenship status in employment under subsection (A)(1) of this Section; or

(2) fail to comply with the public contractor's or eligible bidder's duties of affirmative action under subsection (A) of this Section, provided however, that the Department has notified the public contractor or eligible bidder in writing by certified mail that the public contractor or eligible bidder may not be in compliance with affirmative action requirements of subsection (A). A minimum of 60 days to comply with the requirements shall be afforded to the public contractor or eligible bidder before the Department may issue formal notice of non-compliance.

(D) As used in this Section:

(1) "American Indian or Alaska Native" means a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment.

(2) "Asian" means a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

(3) "Black or African American" means a person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(4) "Hispanic or Latino" means a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

(5) "Native Hawaiian or Other Pacific Islander" means a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

(Source: P.A. 97-396, eff. 1-1-12.)



# City of Galena, Illinois

## **JANITORIAL SERVICES REQUEST FOR BIDS: MARKET HOUSE RESTROOMS**

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The City of Galena invites bids from qualified contractors to provide cleaning and janitorial services for the City of Galena at the Old Market House public restroom building.

The city will furnish all equipment, tools, materials, and supplies. The contractor will supply personnel, management and all other items necessary to perform the services specified in this request for bids.

Janitorial Services Requests for Bids packet may be obtained from the Office of the Facilities Manager, 101 Green Street, PO Box 310, Galena, Illinois 61036, or by emailing [ikeeffe@cityofgalena.org](mailto:ikeeffe@cityofgalena.org). Persons interested in bidding may inspect the facilities prior to bidding by contacting City Hall at 815-777-1050.

Bids must be submitted in writing on a form provided by the city and must be received by the City of Galena, Office of the Facilities Manager by 10:00 A.M. on Friday, April 14, 2017, via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark.

Bids will be opened at 10:05 a.m. on Friday, April 14, 2017 at City Hall, 101 Green Street. Interviews of bidders may be conducted. Interviews would be conducted between April 10 and April 12. Bids will be presented to the Galena City Council for possible award of contract on April 24.

The City of Galena reserves the right to accept or reject any or all proposals, and further reserves the right to waive information, informalities, and/or minor irregularities to the extent permitted by law in any proposal received where such action best serves the interest of the city and to be the sole judge of the merits of the respective proposals received.

## Request for Bids: Scope and Requirements

1. The schedule for cleaning each facility is listed in Exhibit A.
2. The number of fixtures in each facility is listed in Exhibit B.
3. The cleaning requirements for each of the public restrooms are listed in Exhibit C.
4. The city will furnish all equipment, tools, materials, supplies, and cleaning products required for cleaning the specified city facilities.
5. All materials, supplies and equipment are to be stored in the designated storage areas.
6. The contractor will supply labor, personnel, management and all other items necessary to perform the services specified in this request for bids.
7. The contractor will provide the names, dates of birth, and social security numbers of each employee for the purpose of conducting appropriate background checks prior to their employment. Dates of birth and social security numbers will be kept confidential.
8. The work in city hall must be responsibly and thoroughly performed so that the security of the building, its contents, and records are protected from loss, unauthorized access, fire and other damage.
9. The contractor shall provide a list of current customers and a separate list of former clients. Bidders understand that the city may contact current and/or past customers for references.
10. The contractor must expressly agree and promise that he/she/it will comply with all applicable ordinances, statutes and regulations, including but not limited to the equal employment and affirmative action provisions pertaining to public contracts by Section 2-105 of the Illinois Human Rights Act (Codified as paragraph 2-105 of Chapter 775 of the Illinois Compiled Statutes as amended). The Human Rights Act is provided as Exhibit D.
11. The contractor must state that it is and shall remain an equal opportunity employer which does not discriminate in its employment practices or in the award of contracts and as such does not discriminate based on race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran, or marital status, in accordance with applicable federal, state and local laws.
12. The city council reserves the right to reject any or all bids, and to waive any or all technicalities in the proposals.

13. The contractor is to furnish a certificate of insurance coverage, including, but not limited to Comprehensive General Liability listing the City of Galena as an additional insured and Worker's Compensation Insurance if applicable.
14. For the successful bidder, charges for services are to be billed monthly to the City of Galena, 101 Green Street, PO Box 310, Galena, Illinois 61036
15. It is intended that this bid will yield a one-year contract for services. A sample contract is provided as Exhibit E.

**CITY OF GALENA JANITORIAL BID FORM**

1. Please fill in your total cost per month for providing janitorial services to the one or more of the following City of Galena facilities. You may bid on one or more of the facilities. The contract for services may be awarded by individual facility or for multiple facilities. The City would prefer to contract with one contractor for all facilities.

Table 1. Bid Cost of Services

Facility	Cost Per Month
Market House Restrooms	\$

2. Please list your current clients.

Business Name	Dates of Service	Contact Person	Contact Phone Number
1.			
2.			
3.			

3. Please list at least three clients that you have performed cleaning services for in the past.

Business Name	Dates of Service	Contact Person	Contact Phone Number
1.			
2.			
3.			

4. By signing and submitting this bid document, I affirmatively state that I am a sole proprietor or a business that shall remain an equal opportunity employer which does not discriminate in its employment practices or in the award of contracts and as such does not discriminate based on race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran, or marital status, in accordance with applicable federal, state and local laws.

5. By signing and submitting this bid document, I affirmatively state that I agree and promise to comply with all applicable ordinances, statutes and regulations, including but not limited to the equal employment and affirmative action provisions pertaining to public contracts by Section 2-105 of the Illinois Human Rights Act (Codified as paragraph 2-105 of Chapter 775 of the Illinois Compiled Statutes as amended).
6. This Janitorial Bid Form must be received by the City of Galena, Office of the Facilities Manager by 10:00 A.M. on Friday, April 14, 2017, via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark.
7. The City of Galena reserves the right to accept or reject any or all proposals, and further reserves the right to waive information, informalities, and/or minor irregularities to the extent permitted by law in any proposal received where such action best serves the interest of the city and to be the sole judge of the merits of the respective proposals received.

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

Printed Name: \_\_\_\_\_

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

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

Company (if applicable): \_\_\_\_\_

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

Email: \_\_\_\_\_

**Exhibit A: Market House Restroom Cleaning Schedule**

Facility	Address/Location	Season	Days Per Week	Weekly Schedule
Market House Restrooms	Commerce Street	Annual	7	Daily (pre-8 a.m.)

**Exhibit B: Market House Restrooms Inventory of Fixtures**

Fixtures	Market House
Sinks	4
Toilets	6
Urinals	2
Mirrors	4
Drinking Fountain	1
Ceiling Fan Vent	2

**Exhibit C: City of Galena Public Restroom Cleaning Requirements**

PUBLIC RESTROOMS	Task	Market House
Daily	Dust to remove all cobwebs and dust	X
	Damp mop all floors with a disinfectant solution.	X
	Spot clean all stall partitions, knobs, doorjams, and walls.	X
	Wash clean and dry mirrors. Dust frame of mirrors. Clean light bulbs.	X
	Wash and dry all sinks inside and out and polish the metal fixtures.	X
	Wash and dry drinking fountain.	X
	Clean all restroom toilets and urinals with disinfectant solution.	X
	Refill all dispensers, including soap, toilet paper, and sanitary napkin.	X
	Empty, spray with disinfectant, and wipe dry all sanitary napkin disposal containers.	X
	Clean windows and door, inside and out, on exterior of building in entry area.	X
	Remove litter, including cigarette butts from outdoor entry area	X
	Other general cleaning that may be required to maintain a clean and orderly appearance.	X
Bi-annually	Machine wash and scrub floors (or alternative method of cleaning to achieve equal or better results).	X

## Exhibit D

### HUMAN RIGHTS (775 ILCS 5/) Illinois Human Rights Act.

(775 ILCS 5/2-105) (from Ch. 68, par. 2-105)  
Sec. 2-105. Equal Employment Opportunities; Affirmative Action.

(A) Public Contracts. Every party to a public contract and every eligible bidder shall:

(1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(2) Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;

(3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;

(4) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

(B) State Agencies. Every State executive department, State agency, board, commission, and instrumentality shall:

(1) Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;

(2) Provide such information and assistance as the Department may request.

(3) Establish, maintain, and carry out a continuing affirmative action plan consistent with this Act and the regulations of the Department designed to promote equal opportunity for all State residents in every aspect of agency personnel policy and practice. For purposes of these affirmative action plans, the race and national origin categories to be included in the plans are: American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islander. This plan shall include a current detailed status report:

(a) indicating, by each position in State service, the number, percentage, and average salary of individuals employed by race, national origin, sex and disability, and any other category that the Department may require by rule;

(b) identifying all positions in which the percentage of the people employed by race, national origin, sex and disability, and any other category that the Department may require by rule, is less than four-fifths of the percentage of each of those components in the State work force;

(c) specifying the goals and methods for increasing the percentage by race, national origin, sex and disability, and any other category that the Department may require by rule, in State positions;

(d) indicating progress and problems toward meeting equal employment opportunity goals, including, if applicable, but not limited to, Department of Central Management Services recruitment efforts, publicity, promotions, and use of options designating positions by linguistic abilities;

(e) establishing a numerical hiring goal for the employment of qualified persons with disabilities in the agency as a whole, to be based on the proportion of people with work disabilities in the Illinois labor force as reflected in the most recent decennial Census.

(4) If the agency has 1000 or more employees, appoint a full-time Equal Employment Opportunity officer, subject to the Department's approval, whose duties shall include:

(a) Advising the head of the particular State agency with respect to the preparation of equal

employment opportunity programs, procedures, regulations, reports, and the agency's affirmative action plan.

(b) Evaluating in writing each fiscal year the sufficiency of the total agency program for equal employment opportunity and reporting thereon to the head of the agency with recommendations as to any improvement or correction in recruiting, hiring or promotion needed, including remedial or disciplinary action with respect to managerial or supervisory employees who have failed to cooperate fully or who are in violation of the program.

(c) Making changes in recruitment, training and promotion programs and in hiring and promotion procedures designed to eliminate discriminatory practices when authorized.

(d) Evaluating tests, employment policies, practices and qualifications and reporting to the head of the agency and to the Department any policies, practices and qualifications that have unequal impact by race, national origin as required by Department rule, sex or disability or any other category that the Department may require by rule, and to assist in the recruitment of people in underrepresented classifications. This function shall be performed in cooperation with the State Department of Central Management Services.

(e) Making any aggrieved employee or applicant for employment aware of his or her remedies under this Act.

In any meeting, investigation, negotiation, conference, or other proceeding between a State employee and an Equal Employment Opportunity officer, a State employee (1) who is not covered by a collective bargaining agreement and (2) who is the complaining party or the subject of such proceeding may be accompanied, advised and represented by (1) an attorney licensed to practice law in the State of Illinois or (2) a representative of an employee organization whose membership is composed of employees of the State and of which the employee is a member. A representative of an employee, other than an attorney, may observe but may not actively participate, or advise the State employee during the course of such meeting, investigation, negotiation, conference or other proceeding. Nothing in this Section shall be construed to permit any person who is not licensed to practice law in Illinois to deliver any legal services or otherwise engage in any activities that would constitute the unauthorized practice of law. Any representative of an employee who is present with the consent of the employee, shall not, during or after termination of the relationship permitted by this Section with the State employee, use or reveal any information obtained during the course of the meeting, investigation, negotiation, conference or other proceeding without the consent of the complaining party and any State employee who is the subject of the proceeding and pursuant to rules and regulations governing confidentiality of such information as promulgated by the appropriate State agency. Intentional or reckless disclosure of information in violation of these confidentiality requirements shall constitute a Class B misdemeanor.

(5) Establish, maintain and carry out a continuing sexual harassment program that shall include the following:

(a) Develop a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the agency's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. The policy shall be reviewed annually.

(b) Post in a prominent and accessible location and distribute in a manner to assure notice to all agency employees without exception the agency's sexual harassment policy. Such documents may meet, but shall not exceed, the 6th grade literacy level. Distribution shall be effectuated within 90 days of the effective date of this amendatory Act of 1992 and shall occur annually thereafter.

(c) Provide training on sexual harassment prevention and the agency's sexual harassment policy as a component of all ongoing or new employee training programs.

(6) Notify the Department 30 days before effecting any layoff. Once notice is given, the following shall occur:

(a) No layoff may be effective earlier than 10 working days after notice to the Department, unless an emergency layoff situation exists.

(b) The State executive department, State agency, board, commission, or instrumentality in which the layoffs are to occur must notify each employee targeted for layoff, the employee's union representative (if applicable), and the State Dislocated Worker Unit at the Department of Commerce and Economic Opportunity.

(c) The State executive department, State agency, board, commission, or instrumentality in which the layoffs are to occur must conform to applicable collective bargaining agreements.

(d) The State executive department, State agency, board, commission, or instrumentality in which the layoffs are to occur should notify each employee targeted for layoff that transitional assistance may be available to him or her under the Economic Dislocation and Worker Adjustment Assistance Act administered by the Department of Commerce and Economic Opportunity. Failure to give such notice shall not invalidate the layoff or postpone its effective date.

As used in this subsection (B), "disability" shall be defined in rules promulgated under the Illinois Administrative Procedure Act.

(C) Civil Rights Violations. It is a civil rights violation for any public contractor or eligible bidder to:

(1) fail to comply with the public contractor's or eligible bidder's duty to refrain from unlawful discrimination and discrimination based on citizenship status in employment under subsection (A)(1) of this Section; or

(2) fail to comply with the public contractor's or eligible bidder's duties of affirmative action under subsection (A) of this Section, provided however, that the Department has notified the public contractor or eligible bidder in writing by certified mail that the public contractor or eligible bidder may not be in compliance with affirmative action requirements of subsection (A). A minimum of 60 days to comply with the requirements shall be afforded to the public contractor or eligible bidder before the Department may issue formal notice of non-compliance.

(D) As used in this Section:

(1) "American Indian or Alaska Native" means a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment.

(2) "Asian" means a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

(3) "Black or African American" means a person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(4) "Hispanic or Latino" means a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

(5) "Native Hawaiian or Other Pacific Islander" means a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

(Source: P.A. 97-396, eff. 1-1-12.)

**INDEPENDENT CONTRACTOR AGREEMENT FOR JANITORIAL SERVICES**

**AT THE MARKET HOUSE PUBLIC RESTROOMS BETWEEN THE CITY OF GALENA**

**AND (insert contractor name)**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between \_\_\_\_\_, an independent contractor, hereinafter referred to as ("Contractor"), and the City of Galena, an Illinois Municipal Corporation, hereinafter referred to as ("City").

The parties have entered into an independent contractor agreement in writing where Contractor agrees to provide janitorial services to City in the maintenance of certain property, facilities and equipment, reference to which this agreement is made and by reference made a part of this agreement.

In consideration of premises and the promises contained and the payments as provided to be made, the parties agree as follows:

1. Contractor shall provide janitorial services for the City. Said services shall involve the cleaning of the following City facilities:
  - a. Market House public restrooms at 121 North Commerce Street, Galena, Illinois 61036
2. City agrees to engage the services of Contractor and agrees to pay Contractor for services at the rates listed below for each individual facility:
  - a. Market House public restrooms (\$\_\_\_\_\_ per month)
3. The above-stated rates are to continue in force and effect for the periods commencing and concluding as follows:
  - a. Market House public restrooms (May 1, 2017-April 30, 2018)
4. Contractor shall clean the facility in accordance with the schedule attached hereto and made part hereof as Exhibit A.
5. Cleaning shall include shall include, but is not limited to dusting, sweeping, mopping, scrubbing, polishing, vacuuming and collecting and depositing refuse and recyclables in all areas of the building, including restrooms, entry area, supply closet, and exterior entry area. The supply closet shall be kept neat and orderly at all times. It is understood that there may be special occasions when cleaning outside of the schedule is required. Any such extraordinary hours, and the compensation for same, have been accounted for by the parties in the compensation terms described in paragraph one hereof. An inventory of fixtures to be cleaned is provided as Exhibit B, attached hereto and made part hereof. The specific cleaning requirements are described in Exhibit C, attached hereto and made part hereof.
6. The City shall provide all cleaning agents, equipment, materials, and tools required. The City shall provide all paper products such as hand towels, toilet paper and trash can liners. Contractor shall

inform the City when such supplies need to be replenished. Contractor shall also inform City of any equipment malfunctions or problems or damages relating to the building, facility, utility systems, fixtures, etc.

7. Contractor must be physically and mentally capable of performing all duties and tasks necessary to satisfactorily render janitorial maintenance services.
8. Contractor agrees to indemnify, hold harmless and defend the City, its officers, employees, agents and servants, from and against any and all liability, claims, demands, actions or suits of whatsoever character or kind, arising or resulting or in any way connected with Contractor's performance of this Agreement, the operations of the Contractor or the failure of the Contractor to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations.
9. In the event the Contractor hires any employees, agents or servants to assist the Contractor in the performance of this Agreement, then the Contractor shall be required to provide worker's compensation insurance coverage on behalf of said party or parties and agrees to name the City as an additional insured on said policy. Said worker's compensation insurance shall be for the purpose of insuring both the Contractor and the City against any worker's compensation liability or similar claim that may be made pursuant to acts arising out of the performance of this Agreement. A copy of said worker's compensation insurance coverage shall be provided to the City in such event.
10. Contractor shall at all times be an independent contractor under this agreement, rather than a covenantor, agent, employee, or representative of the City, and no act, action, or omission to act by the Contractor, or any of her principals, officers, directors, employees, or agents, shall in any way obligate or be binding upon the City or its officials. Contractor covenants and agrees that he shall not represent to any third party that she or any of her principals, officers, directors, employees, or agents are officials, agents, employees, or representatives of the City.

Accordingly, Contractor's status as independent contractor shall require that:

- a. City controls only the result to be achieved by the work of the Contractor but not the means by which such work is accomplished;
  - b. Contractor's only compensation shall be "profit" (or contract payments) and not "wages", and from which such payments no withholding will be made;
  - c. Contractor shall not work exclusively (within any twelve (12) month period) for City;
  - d. Contractor shall not be entitled to vacation, health, sick leave, pension, or any other "employee" type benefits.
11. Contractor affirmatively states that he/she is a sole proprietor or a business that shall remain an equal opportunity employer which does not discriminate in its employment practices or in the award of contracts and as such does not discriminate based on race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran, or marital status, in accordance with applicable federal, state and local laws.
  12. Contractor agrees and promises to comply with all applicable ordinances, statutes and regulations, including but not limited to the equal employment and affirmative action provisions pertaining to public contracts by Section 2-105 of the Illinois Human Rights Act (Codified as paragraph 2-105 of Chapter 775 of the Illinois Compiled Statutes as amended), attached as Exhibit D.

13. This agreement may be terminated with 30 days written notice by either party.
14. It is further agreed that this agreement may be renewed upon the same terms and conditions, subject to mutual agreement by the parties.
15. This agreement shall be binding and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.
16. This document shall contain the entirety of the agreement between the parties concerning the subject matter thereof, and shall not be modified except in a writing signed by both parties.

In the use of the agreement the term "he" shall mean male, female, neutral gender and plural or singular as the context may require.

**CITY OF GALENA, ILLINOIS,**  
A municipal corporation,

**BY:** \_\_\_\_\_  
TERRY RENNER, MAYOR

**ATTESTED BY:** \_\_\_\_\_  
MARY BETH HYDE, CITY CLERK

\_\_\_\_\_  
CONTRACTOR

**ATTESTED BY:** \_\_\_\_\_

**Exhibit A: City of Galena Market House Public Restrooms Cleaning Schedule**

Facility	Address/Location	Season	Days Per Week	Weekly Schedule	Approximate Sq. Feet
Market House Restrooms	Commerce Street	Annual	7	Daily	440

**Exhibit B: City of Galena Market House Public Restrooms Inventory of Fixtures**

Fixtures	Market House
Sinks	4
Toilets	6
Urinals	2
Mirrors	4
Drinking Fountain	1
Ceiling Fan Vent	2

### Exhibit C: City of Galena Market House Public Restroom Cleaning Requirements

PUBLIC RESTROOMS	Task	Market House
Daily	Dust to remove all cobwebs and dust	X
	Damp mop all floors with a disinfectant solution.	X
	Spot clean all stall partitions, knobs, doorjambs, and walls.	X
	Wash clean and dry mirrors. Dust frame of mirrors. Clean light bulbs.	X
	Wash and dry all sinks inside and out and polish the metal fixtures.	X
	Wash and dry drinking fountain.	X
	Clean all restroom toilets and urinals with disinfectant solution.	X
	Refill all dispensers, including soap, toilet paper, and sanitary napkin.	X
	Empty, spray with disinfectant, and wipe dry all sanitary napkin disposal containers.	X
	Clean windows and door, inside and out, on exterior of building in entry area.	X
	Remove litter, including cigarette butts from outdoor entry area	X
	Other general cleaning that may be required to maintain a clean and orderly appearance.	X
	Bi-annually	Machine wash and scrub floors (or alternative method of cleaning to achieve equal or better results).

## Exhibit D

### HUMAN RIGHTS (775 ILCS 5/) Illinois Human Rights Act.

(775 ILCS 5/2-105) (from Ch. 68, par. 2-105)

Sec. 2-105. Equal Employment Opportunities; Affirmative Action.

(A) Public Contracts. Every party to a public contract and every eligible bidder shall:

(1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(2) Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;

(3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;

(4) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

(B) State Agencies. Every State executive department, State agency, board, commission, and instrumentality shall:

(1) Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;

(2) Provide such information and assistance as the Department may request.

(3) Establish, maintain, and carry out a continuing affirmative action plan consistent with this Act and the regulations of the Department designed to promote equal opportunity for all State residents in every aspect of agency personnel policy and practice. For purposes of these affirmative action plans, the race and national origin categories to be included in the plans are: American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islander. This plan shall include a current detailed status report:

(a) indicating, by each position in State service, the number, percentage, and average salary of individuals employed by race, national origin, sex and disability, and any other category that the Department may require by rule;

(b) identifying all positions in which the percentage of the people employed by race, national origin, sex and disability, and any other category that the Department may require by rule, is less than four-fifths of the percentage of each of those components in the State work force;

(c) specifying the goals and methods for increasing the percentage by race, national origin, sex and disability, and any other category that the Department may require by rule, in State positions;

(d) indicating progress and problems toward meeting equal employment opportunity goals, including, if applicable, but not limited to, Department of Central Management Services recruitment efforts, publicity, promotions, and use of options designating positions by linguistic abilities;

(e) establishing a numerical hiring goal for the employment of qualified persons with disabilities in the agency as a whole, to be based on the proportion of people with work disabilities in the Illinois labor force as reflected in the most recent decennial Census.

(4) If the agency has 1000 or more employees, appoint a full-time Equal Employment Opportunity officer, subject to the Department's approval, whose duties shall include:

(a) Advising the head of the particular State agency with respect to the preparation of equal employment opportunity programs, procedures, regulations, reports, and the agency's affirmative action plan.

(b) Evaluating in writing each fiscal year the sufficiency of the total agency program for equal employment opportunity and reporting thereon to the head of the agency with recommendations as to any improvement or correction in recruiting, hiring or promotion needed, including remedial or disciplinary action with respect to managerial or supervisory employees who have failed to cooperate fully or who are in violation of the program.

(c) Making changes in recruitment, training and promotion programs and in hiring and promotion procedures designed to eliminate discriminatory practices when authorized.

(d) Evaluating tests, employment policies, practices and qualifications and reporting to the head of the agency and to the Department any policies, practices and qualifications that have unequal impact by race, national origin as required by Department rule, sex or disability or any other category that the Department may require by rule, and to assist in the recruitment of people in underrepresented classifications. This function shall be performed in cooperation with the State Department of Central Management Services.

(e) Making any aggrieved employee or applicant for employment aware of his or her remedies under this Act.

In any meeting, investigation, negotiation, conference, or other proceeding between a State employee and an Equal Employment Opportunity officer, a State employee (1) who is not covered by a collective bargaining agreement and (2) who is the complaining party or the subject of such proceeding may be accompanied, advised and represented by (1) an attorney licensed to practice law in the State of Illinois or (2) a representative of an employee organization whose membership is composed of employees of the State and of which the employee is a member. A representative of an employee, other than an attorney, may observe but may not actively participate, or advise the State employee during the course of such meeting, investigation, negotiation, conference or other proceeding. Nothing in this Section shall be construed to permit any person who is not licensed to practice law in Illinois to deliver any legal services or otherwise engage in any activities that would constitute the unauthorized practice of law. Any representative of an employee who is present with the consent of the employee, shall not, during or after termination of the relationship permitted by this Section with the State employee, use or reveal any information obtained during the course of the meeting, investigation, negotiation, conference or other proceeding without the consent of the complaining party and any State employee who is the subject of the proceeding and pursuant to rules and regulations governing confidentiality of such information as promulgated by the appropriate State agency. Intentional or reckless disclosure of information in violation of these confidentiality requirements shall constitute a Class B misdemeanor.

(5) Establish, maintain and carry out a continuing sexual harassment program that shall include the following:

(a) Develop a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the agency's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. The policy shall be reviewed annually.

(b) Post in a prominent and accessible location and distribute in a manner to assure notice to all agency employees without exception the agency's sexual harassment policy. Such documents may meet, but shall not exceed, the 6th grade literacy level. Distribution shall be effectuated within 90 days of the effective date of this amendatory Act of 1992 and shall occur annually thereafter.

(c) Provide training on sexual harassment prevention and the agency's sexual harassment policy as a component of all ongoing or new employee training programs.

(6) Notify the Department 30 days before effecting any layoff. Once notice is given, the following shall occur:

(a) No layoff may be effective earlier than 10 working days after notice to the Department, unless an emergency layoff situation exists.

(b) The State executive department, State agency, board, commission, or instrumentality in which the layoffs are to occur must notify each employee targeted for layoff, the employee's union representative (if applicable), and the State Dislocated Worker Unit at the Department of Commerce and Economic Opportunity.

(c) The State executive department, State agency, board, commission, or instrumentality in which the layoffs are to occur must conform to applicable collective bargaining agreements.

(d) The State executive department, State agency, board, commission, or instrumentality in which the layoffs are to occur should notify each employee targeted for layoff that transitional assistance may be available to him or her under the Economic Dislocation and Worker Adjustment Assistance Act administered by the Department of Commerce and Economic Opportunity. Failure to give such notice shall not invalidate the layoff or postpone its effective date.

As used in this subsection (B), "disability" shall be defined in rules promulgated under the Illinois Administrative Procedure Act.

(C) Civil Rights Violations. It is a civil rights violation for any public contractor or eligible bidder to:

(1) fail to comply with the public contractor's or eligible bidder's duty to refrain from unlawful discrimination and discrimination based on citizenship status in employment under subsection (A)(1) of this Section; or

(2) fail to comply with the public contractor's or eligible bidder's duties of affirmative action under subsection (A) of this Section, provided however, that the Department has notified the public contractor or eligible bidder in writing by certified mail that the public contractor or eligible bidder may not be in compliance with affirmative action requirements of subsection (A). A minimum of 60 days to comply with the requirements shall be afforded to the public contractor or eligible bidder before the Department may issue formal notice of non-compliance.

(D) As used in this Section:

(1) "American Indian or Alaska Native" means a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment.

(2) "Asian" means a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

(3) "Black or African American" means a person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(4) "Hispanic or Latino" means a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

(5) "Native Hawaiian or Other Pacific Islander" means a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

(Source: P.A. 97-396, eff. 1-1-12.)



BOY SCOUTS OF AMERICA®  
BLACKHAWK AREA COUNCIL

Galena City Council  
101 Green St  
Galena IL 61036

Dear Galena City Council,

Boy Scout weekend is approaching and we are preparing for another great event this year.

We have our National Jamboree Contingent coming to Galena for the Pilgrimage and using the event as a shake down/ warm up camp out. Our camping arrangements did not come through and we are presently trying to find a location in Galena within walking distance to all the activities. In budgeting for the weekend our original plans did not include a camping fee.

We have 110 scouts and Adults we are working to find a location for. Our Jamboree Contingent is made up of Scouts from all 12 counties with in the Blackhawk Area Council. Because these Scouts are coming from all over transportation becomes an issue and having a location within walking distance is important. This group only comes together and to Galena every 4 years.

We are asking to camp these 110 people up river from the Civil War encampment along the levy, or if another location is possible we would be grateful.

Please let me know if this would be a possibility.

Sincerely

Matt Ohms  
Field Director  
Blackhawk Area Council



Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
<b>AMERICAN WATER ENTERPRISES (1005)</b>							
EMCI-00011	1	Invoice	WATER CONTRACT	02/24/2017	26,441.16		51.42.515.00
EMCI-00011	2	Invoice	SEWER CONTRACT	02/24/2017	26,441.15		52.43.515.01
Total AMERICAN WATER ENTERPRISES (1005):					52,882.31		
<b>AT &amp; T (LOCAL) (103)</b>							
021617	1	Invoice	POLICE/PHONE	02/16/2017	450.33		01.21.552.00
Total AT & T (LOCAL) (103):					450.33		
<b>BALOCCA, DAN (120353)</b>							
030317	1	Invoice	DEPOSIT REFUND	03/03/2017	200.00		58.54.929.00
Total BALOCCA, DAN (120353):					200.00		
<b>CHIEF LAW ENFORCEMENT SUPPLY (119909)</b>							
423636	1	Invoice	CREDIT	02/07/2017	28.99-		01.21.551.00
423636	2	Invoice	POSTAGE	02/07/2017	39.48		01.21.551.00
Total CHIEF LAW ENFORCEMENT SUPPLY (119909):					10.49		
<b>CIVIL CONSTRUCTORS, INC. (1122)</b>							
105683	1	Invoice	MISC. MATERIALS	02/27/2017	137.93		01.41.614.04
105683	2	Invoice	STORM SEWER	02/27/2017	193.58		01.41.514.06
105683	3	Invoice	COLD PATCH	02/27/2017	607.20		15.41.614.00
Total CIVIL CONSTRUCTORS, INC. (1122):					938.71		
<b>CNA SURETY DIRECT BILL (886)</b>							
030817	1	Invoice	NOTARY BOND/TIM WUE	03/08/2017	30.00		01.21.651.00
Total CNA SURETY DIRECT BILL (886):					30.00		
<b>DOIG, KATHLEEN (119339)</b>							
031317	1	Invoice	MARKET HOUSE RESTR	03/13/2017	225.00		01.13.511.06
Total DOIG, KATHLEEN (119339):					225.00		
<b>FRANK, DAVE (153)</b>							
030817	1	Invoice	CLOTHING	03/08/2017	26.74		01.41.471.09
Total FRANK, DAVE (153):					26.74		
<b>GALENA ARC (850)</b>							
030117	1	Invoice	HAHN COUNCIL SALARY	03/01/2017	100.00		01.11.432.00
Total GALENA ARC (850):					100.00		
<b>GALENA GAZETTE (34)</b>							
00053678	1	Invoice	HELP WANTED AD	02/09/2017	148.00		59.55.553.00
00053679	1	Invoice	HELP WANTED AD	02/09/2017	148.00		59.55.553.00
00053824	1	Invoice	BID AD	02/17/2017	61.75		52.43.553.00
00053895	1	Invoice	PUBLIC HEARING NOTIC	02/17/2017	85.50		01.16.553.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
00053896	1	Invoice	AD	02/17/2017	56.05		22.22.565.00
00325428	1	Invoice	AD	02/22/2017	37.00		22.22.565.00
Total GALENA GAZETTE (34):					536.30		
<b>GALENA LAUN. &amp; LINEN INC. (84)</b>							
030117	1	Invoice	FINANCE-LAUNDRY SER	03/01/2017	8.00		01.13.654.00
030117	2	Invoice	FIRE DEPARTMENT	03/01/2017	25.00		22.22.538.01
030117	3	Invoice	POLICE DEPARTMENT	03/01/2017	30.00		01.21.651.00
030117	4	Invoice	TURNER HALL-RUG SER	03/01/2017	27.00		58.54.654.01
Total GALENA LAUN. & LINEN INC. (84):					90.00		
<b>GALENA LUMBER CO. (85)</b>							
030117	1	Invoice	PW GARAGE	03/01/2017	31.66		01.41.511.00
030117	2	Invoice	STORM SEWER	03/01/2017	8.79		01.41.514.06
030117	3	Invoice	MISC. MATERIALS	03/01/2017	25.49		01.41.614.04
030117	4	Invoice	MISC. SUPPLIES	03/01/2017	24.99		01.41.652.00
030117	5	Invoice	PICNIC TABLE LUMBER	03/01/2017	95.29		17.52.820.06
Total GALENA LUMBER CO. (85):					186.22		
<b>GALL'S, INC. (712)</b>							
007066078	1	Invoice	UNIFORMS/CHUCK	02/26/2017	34.85		01.21.471.15
Total GALL'S, INC. (712):					34.85		
<b>GASSER @ GALENA (24)</b>							
030117	1	Invoice	MISC. SUPPLIES	03/01/2017	28.58		01.41.511.00
030117	2	Invoice	MISC. SUPPLIES	03/01/2017	78.08		01.41.514.06
030117	3	Invoice	MISC. SUPPLIES	03/01/2017	23.34		01.41.613.12
030117	4	Invoice	MISC. SUPPLIES	03/01/2017	16.85		01.41.652.00
030117	5	Invoice	MISC. SUPPLIES	03/01/2017	108.29		01.41.653.00
030117	6	Invoice	MISC. SUPPLIES	03/01/2017	5.84		17.52.652.00
030117	7	Invoice	MISC. SUPPLIES	03/01/2017	.51		22.22.611.00
030117	8	Invoice	MISC. SUPPLIES	03/01/2017	6.54		22.22.613.00
Total GASSER @ GALENA (24):					268.03		
<b>HALSTEAD, MARY L. (119966)</b>							
031317	1	Invoice	CITY HALL JANITOR	03/13/2017	240.00		01.13.511.07
031317	2	Invoice	PUBLIC RESTROOMS AT	03/13/2017	225.00		01.13.511.08
Total HALSTEAD, MARY L. (119966):					465.00		
<b>HOLLAND HEATING, AIR COND (99)</b>							
42323	1	Invoice	HEATING REPAIR	01/18/2017	100.00		58.54.511.00
Total HOLLAND HEATING, AIR COND (99):					100.00		
<b>HULSCHER'S FENCING, INC. (164)</b>							
7416	1	Invoice	BRIDGE WORK	02/22/2017	1,560.00		01.41.890.04

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total HULSCHER'S FENCING, INC. (164):					1,560.00		
<b>HYDE, MARY BETH (101)</b>							
022217	1	Invoice	TRAVEL REIMBURSEME	02/22/2017	109.60		01.14.562.00
Total HYDE, MARY BETH (101):					109.60		
<b>IIW ENGINEERS &amp; SURVEYORS, PC (260)</b>							
68479	1	Invoice	DESIGN	02/27/2017	165.75		01.45.532.00
68486	1	Invoice	FRANKLIN INTAKE	02/27/2017	7,765.50		01.45.532.00
Total IIW ENGINEERS & SURVEYORS, PC (260):					7,931.25		
<b>IL FIRE CHIEFS ASSOCIATION (119748)</b>							
17-2668	1	Invoice	DUES	02/13/2017	200.00		22.22.561.00
Total IL FIRE CHIEFS ASSOCIATION (119748):					200.00		
<b>ILLINOIS ATTORNEY GENERAL (118940)</b>							
030817	1	Invoice	SEX OFFENDER REGIST	03/08/2017	30.00		01.21.549.00
Total ILLINOIS ATTORNEY GENERAL (118940):					30.00		
<b>ILLINOIS DEPARTMENT OF CMS (CRF) (118967)</b>							
T1725114	1	Invoice	IN-SQUAD COMPUTER C	02/15/2017	221.35		01.21.542.00
Total ILLINOIS DEPARTMENT OF CMS (CRF) (118967):					221.35		
<b>ILLINOIS STATE POLICE (119872)</b>							
030817	1	Invoice	SEX OFFENDER REGIST	03/08/2017	30.00		01.21.549.00
Total ILLINOIS STATE POLICE (119872):					30.00		
<b>JDWI (235)</b>							
41618	1	Invoice	SR CIT TRANSPORT	02/28/2017	833.00		01.13.542.00
Total JDWI (235):					833.00		
<b>JO CARROLL ENERGY, INC. (397)</b>							
021617	1	Invoice	ELECTRIC (STREET LIGH	02/16/2017	147.84		15.41.572.00
030117	1	Invoice	ELECTRIC (STREET LIGH	03/01/2017	5,299.05		15.41.572.00
030117	2	Invoice	LIFT STATION	03/01/2017	122.85		52.43.850.09
030117	3	Invoice	POLICE/ELECTRIC	03/01/2017	472.02		01.21.571.01
030117	4	Invoice	EMS/ELECTRIC	03/01/2017	126.95		12.10.571.01
030117	5	Invoice	PARKS/ELECTRIC	03/01/2017	88.80		17.52.571.01
030117	6	Invoice	FLOOD/ELECTRIC	03/01/2017	410.15		20.25.576.01
030117	7	Invoice	FIRE/ELECTRIC	03/01/2017	392.63		22.22.576.01
030117	8	Invoice	TURNER HALL/ELECTRIC	03/01/2017	518.97		58.54.571.01
030117	9	Invoice	WELCOME SIGNS	03/01/2017	37.99		01.41.571.01
030117	10	Invoice	DEPOT BUILDING/ELECT	03/01/2017	924.55		01.13.511.03
Total JO CARROLL ENERGY, INC. (397):					8,541.80		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
<b>JO DAVIESS CTY GIS DEPT (330)</b>							
005221	1	Invoice	17S-14	02/17/2017	25.00		01.16.553.00
005222	1	Invoice	17S-14	02/17/2017	25.00		01.16.553.00
005223	1	Invoice	17S-16	02/17/2017	25.00		01.16.553.00
Total JO DAVIESS CTY GIS DEPT (330):					75.00		
<b>JO DAVIESS CTY HEALTH DEPT (121)</b>							
021617	1	Invoice	B&B INSPECTIONS	02/16/2017	50.00		01.16.546.00
Total JO DAVIESS CTY HEALTH DEPT (121):					50.00		
<b>JO DAVIESS CTY SHERIFF (116)</b>							
030117	1	Invoice	CITY SHARE OF OFFICE	03/01/2017	200.12		01.21.538.00
030117	2	Invoice	RADIO SERVICE	03/01/2017	100.00		22.22.538.00
Total JO DAVIESS CTY SHERIFF (116):					300.12		
<b>JODAVIESS CTY CIRCUIT CLERK (119752)</b>							
030717	1	Invoice	TICKET REFUND #34582	03/07/2017	120.00		01.13.999.00
Total JODAVIESS CTY CIRCUIT CLERK (119752):					120.00		
<b>JOHN DEERE FINANCIAL (119690)</b>							
030117	1	Invoice	clothing	03/01/2017	186.93		01.41.471.09
030117	2	Invoice	TOOLS	03/01/2017	274.99		01.41.653.00
Total JOHN DEERE FINANCIAL (119690):					461.92		
<b>LANDMARKS ILLINOIS (286)</b>							
030917	1	Invoice	MEMBERSHIP DUES	03/09/2017	50.00		01.46.561.00
Total LANDMARKS ILLINOIS (286):					50.00		
<b>LAWSON PRODUCTS, INC. (627)</b>							
9304742677	1	Invoice	SUPPLIES	02/23/2017	238.75		17.52.652.00
9304753630	1	Invoice	SUPPLIES	02/28/2017	208.42		01.41.652.00
Total LAWSON PRODUCTS, INC. (627):					447.17		
<b>LEXISNEXIS RISK SOLUTIONS (376)</b>							
1343164-201	1	Invoice	INVESTIGATION PROGR	02/28/2017	33.00		01.21.652.03
Total LEXISNEXIS RISK SOLUTIONS (376):					33.00		
<b>LOUIE'S AGGREGATE COMPANY (1218)</b>							
4456	1	Invoice	SAFETY TRAINING	02/28/2017	62.00		01.41.652.05
Total LOUIE'S AGGREGATE COMPANY (1218):					62.00		
<b>METLIFE SMALL BUSINESS CENTER (775)</b>							
021617	1	Invoice	EMPLOYEE LIFE	02/16/2017	306.52		01.13.452.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total METLIFE SMALL BUSINESS CENTER (775):					306.52		
<b>MILLER, JONATHAN (120143)</b>							
030817	1	Invoice	TRAVEL REIMBURSEME	03/08/2017	46.66		01.45.562.00
Total MILLER, JONATHAN (120143):					46.66		
<b>MONTGOMERY TRUCKING (133)</b>							
153700	1	Invoice	REFUSE HANDLING CON	03/01/2017	13,613.20		13.44.540.04
153700	2	Invoice	RECYCLING CONTRACT	03/01/2017	4,708.80		13.44.540.00
153700	3	Invoice	DUMPSTER RENT	03/01/2017	60.00		13.44.544.03
153700	4	Invoice	DUMPSTER DISPOSAL F	03/01/2017	145.00		01.41.573.00
Total MONTGOMERY TRUCKING (133):					18,527.00		
<b>NAPA AUTO PARTS (79)</b>							
030117	1	Invoice	MISC. EQUIPMENT	03/01/2017	169.17		01.41.613.12
030117	2	Invoice	TOOLS	03/01/2017	49.98		01.41.653.00
030117	3	Invoice	FUEL	03/01/2017	13.74		01.41.655.00
030117	4	Invoice	CHAINSAWS	03/01/2017	81.57		17.52.514.00
Total NAPA AUTO PARTS (79):					314.46		
<b>NICOR (151)</b>							
030117	1	Invoice	POOL-GAS	03/01/2017	277.17		59.55.571.02
030117	2	Invoice	TURNER HALL/GAS	03/01/2017	1,193.34		58.54.571.05
Total NICOR (151):					1,470.51		
<b>OFFICE OF IL STATE TREASURER (119871)</b>							
030817	1	Invoice	SEX OFFENDER REGIST	03/08/2017	5.00		01.21.549.00
Total OFFICE OF IL STATE TREASURER (119871):					5.00		
<b>ORKIN PEST CONTROL (574)</b>							
021517	1	Invoice	PEST CONTROL SERVIC	02/15/2017	88.21		01.13.511.01
Total ORKIN PEST CONTROL (574):					88.21		
<b>PEERLESS WELL &amp; PUMP (119866)</b>							
218	1	Invoice	WELL 6 UPGRADE	02/23/2017	31,864.00		51.42.512.00
Total PEERLESS WELL & PUMP (119866):					31,864.00		
<b>PLIC - SBD GRAND ISLAND (120208)</b>							
021517	1	Invoice	DENTAL INSURANCE	02/15/2017	1,820.79		01.13.451.01
Total PLIC - SBD GRAND ISLAND (120208):					1,820.79		
<b>ROYAL PUBLISHING (119377)</b>							
7849461	1	Invoice	AD	02/17/2017	60.00		01.21.565.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
Total ROYAL PUBLISHING (119377):					60.00		
<b>SECURITY PRODUCTS OF DUBUQUE (119890)</b>							
0453016	1	Invoice	PHONE/ALARM MONITO	02/28/2017	27.00		01.13.552.00
Total SECURITY PRODUCTS OF DUBUQUE (119890):					27.00		
<b>STALLION LEATHER (120354)</b>							
033828	1	Invoice	UNIFORMS/ERIC	02/22/2017	37.44		01.21.471.15
Total STALLION LEATHER (120354):					37.44		
<b>T &amp; T ELECTRONICS (120055)</b>							
2087	1	Invoice	TV RECYCLING	02/28/2017	135.00		13.44.929.00
2387	1	Invoice	TV RECYCLING	03/01/2017	855.00		13.44.929.00
Total T & T ELECTRONICS (120055):					990.00		
<b>TOP NOTCH PLUMBING, HEATING (625)</b>							
109171	1	Invoice	DEPOT BOILER INSPECT	02/23/2017	114.02		01.13.511.03
Total TOP NOTCH PLUMBING, HEATING (625):					114.02		
<b>UNIFORM DEN EAST, INC. (119474)</b>							
49605	1	Invoice	CREDIT	02/15/2017	34.95-		01.21.551.00
49605	2	Invoice	SHIPPING	02/15/2017	44.68		01.21.551.00
Total UNIFORM DEN EAST, INC. (119474):					9.73		
<b>UPS STORE GALENA, THE (1260)</b>							
030217	1	Invoice	UPS SHIPPING	03/02/2017	10.69		01.21.551.00
Total UPS STORE GALENA, THE (1260):					10.69		
<b>US CELLULAR (92)</b>							
030117	1	Invoice	PUBLIC WORKS/CELL PH	03/01/2017	50.59		01.41.552.00
030117	2	Invoice	ADMIN/CELL PHONE	03/01/2017	48.43		01.11.552.00
030117	3	Invoice	LORI/CELLPHONE	03/01/2017	20.00		01.216.0
030117	4	Invoice	TONY/CELL PHONE	03/01/2017	37.19		01.261.0
030117	5	Invoice	POLICE/CELL PHONES	03/01/2017	84.45		01.21.552.01
Total US CELLULAR (92):					240.66		
<b>US POSTAL SERVICE-GALENA (36)</b>							
030117	1	Invoice	DEPOSIT MAILING PERM	03/01/2017	750.00		13.44.551.00
030117	2	Invoice	DEPOSIT MAILING PERM	03/01/2017	500.00		51.42.551.00
030117	3	Invoice	DEPOSIT MAILING PERM	03/01/2017	250.00		52.43.551.00
Total US POSTAL SERVICE-GALENA (36):					1,500.00		
<b>WHITE CONSTRUCTION CO., INC. (119359)</b>							
030617	1	Invoice	STAIR REPLACEMENT	03/06/2017	5,300.00		01.13.511.03
030617	2	Invoice	MISC. MAINTENANCE	03/06/2017	1,610.00		58.54.511.00

Invoice	Seq	Type	Description	Invoice Date	Total Cost	PO Number	GL Account
030817	1	Invoice	PUBLIC WORKS JANITO	03/08/2017	110.00		01.41.511.01
Total WHITE CONSTRUCTION CO., INC. (119359):					7,020.00		
<b>WIZARD COMPUTERS INC (666)</b>							
13717	1	Invoice	COMPUTER MAINTENAN	02/23/2017	200.00		01.21.512.00
13717	2	Invoice	COMPUTER MAINTENAN	02/23/2017	187.50		01.13.512.04
Total WIZARD COMPUTERS INC (666):					387.50		
<b>WUEBBEN, TIM (119934)</b>							
022417	1	Invoice	WEAPON SUPPLIES	02/24/2017	229.20		01.21.652.02
Total WUEBBEN, TIM (119934):					229.20		
<b>ZIER'S TEST LANE (119286)</b>							
030817	1	Invoice	SAFETY INSPECTIONS	03/08/2017	150.00		01.41.652.05
Total ZIER'S TEST LANE (119286):					150.00		
Grand Totals:					142,819.58		

Report GL Period Summary

Vendor number hash: 2889660  
 Vendor number hash - split: 3497649  
 Total number of invoices: 68  
 Total number of transactions: 114

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	142,819.58	142,819.58
Grand Totals:	142,819.58	142,819.58